



REQUEST FOR BIDS FOR THE PROVISION OF CARPARK MANAGEMENT SERVICES FOR A PERIOD OF 5 YEARS AT THE AIRPORTS COMPANY SOUTH AFRICA'S (ACSAs) KING SHAKA INTERNATIONAL AIRPORT (KSIA).

Bid Number: : KSIA7489/2024

Issue Date : 11 July 2024

Briefing Session Date & Time : 26 July 2024 @ 12:00PM

Site Inspection Date & Time : 26 July 2024 @ 13:00PM

Query Closing Date : 2 August 2024

Bid Closing Date & Time : 8 August 2024 @ 12:00PM

1. SECTION 1: INSTRUCTIONS TO BIDDERS

1.1. Access to RFP documents

Tenders are available on www.etenders.gov.za and www.airports.co.za. Kindly print and complete.

Submission of bid documents

The envelopes containing bid documents must have on the outside, the bidder's return address, the full description of the bid, bid number and the details of the Supply Chain Management department where the bid will close. The documents must be signed and completed by a person who has been given authority to act on behalf of the bidder. The bottom of each page of the bid documents must be **signed or stamped** with the bidder's stamp as proof that the bidder has read the bid documents. Bid documents must be submitted on **8 August 2024 between 08:00AM to 12:00PM** using the following method(s):

1.1.1. Hand delivery:

King Shaka International Airport
La Mercy
MSO Building (Multi Storey Office Block)
Ground Floor, Reception
Outside Terminal Building
Opposite Pickup Zone

- Bidders are requested to submit all bids in the format instructed, no other format will be acceptable.

1.1.2. Proposals must both be in printed format (**an original and a copy**) together with an electronic copy of the bid documents using a USB flash drive or an accessible link. The original will be legal and binding, in the event of discrepancies between any of the submitted documents; the original will take precedence.

1.2. Late Bids

Bids which are submitted after the closing date and time will not be accepted.

1.3. Clarification and Communication

Name:	Alicia Sekoati
Designation:	Senior Buyer
Tel:	011 723 1400
Email:	Alicia.Sekoati@airports.co.za

1.3.1. Request for clarity or information on the bid may only be requested until **2 August 2024**. Any responses to queries or for clarity sought by a bidder will also be sent to all the other entities which have responded to the Request for Proposal/Bid /Information invitation.

1.3.2. Bidders may not contact any ACSA employee on this bid other than those listed above. Contact will only be allowed between the successful bidder and ACSA Business Unit representatives after the acceptance of the letter of award bid. Contact will also only be permissible in the case of pre-existing commercial relations which do not pertain to the subject of this bid.

1.4. Compulsory Briefing Session

A compulsory briefing session will be held as follows:

Date	26 July 2024
Time	12:00PM
Venue	King Shaka International Airport MSO Building, Ground level Isibaya Boardroom

1.5. Compulsory Site Inspection

A compulsory site inspection will be held as follows:

Date	26 July 2024
Time	13:00PM
Venue	Isibaya Boardroom

1.6. Bid Responses

Bid responses must be strictly prepared and returned in accordance with this bid document. Bidders may be disqualified where they have not materially complied with any of ACSA's requirements in terms of this bid document. Changes to the bidder's submission will NOT be allowed after the closing date of the bid. All bid responses will be regarded as offers unless the bidder indicates otherwise. No bidder or any of its consortium/joint venture members may have an interest in any of the other bidder/joint venture/consortium participating in this bid.

1.7. Disclaimers

It must be noted that ACSA reserves its right to:

- 1.7.1. Award the whole or a part of this bid;
- 1.7.2. Split the award of this bid;
- 1.7.3. Negotiate with all or some of the shortlisted bidders;
- 1.7.4. Award the bid to a bidder other than the highest scoring bidder where objective criteria allows;
- 1.7.5. To reject the lowest acceptable bid received; and/or
- 1.7.6. Cancel this bid.

1.8. Validity Period

- 1.8.1. ACSA requires a validity period of hundred and twenty (120) business/working days for this bid. During the validity period the prices which have been quoted by the bidder must remain firm and valid. It is only in exceptional circumstances where ACSA would accommodate a proposal to change the price.

1.9. Confidentiality of Information

- 1.9.1. ACSA will not disclose any information disclosed to ACSA through this bid process to a third party or any other bidder without any written approval from the bidder whose information is sought. Furthermore,
- 1.9.2. ACSA will not disclose the names of bidders until the bid process has been finalised.
- 1.9.3. Bidders may not disclose any information given to the bidders as part of this bid process to any third party without the written approval from ACSA. In the event that the bidder requires to consult with third parties on the bid, such third parties must complete confidentiality agreements, which should also be returned to ACSA with the bid.

1.10. Hot – Line

ACSA subscribes to fair and just administrative processes. ACSA therefore urges its clients, suppliers and the general public to report any fraud or corruption to:

Airports Company South Africa TIP-OFFS ANONYMOUS

Free Call: 0800 00 80 80 or 086 726 1681

Email: office@thehotline.co.za

SECTION 2: BACKGROUND, PURPOSE, AND SCOPE OF WORK

2.1 Background and/or Purpose of this Bid

King Shaka International Airport (KSIA) has been operating from 2010 with Carpark Management Services, operating on a hybrid model (operations performed by both ACSA and the service provider) since inception. The hybrid model has demonstrated efficiency in terms of accountability, ensuring smooth processing, and preventing revenue leakages.

Airports Company South Africa (ACSA) is seeking proposals from sufficiently qualified and experienced carpark management operators to manage the parking facilities, inclusive of equipment, at KSIA for a period of 60 months.

Parking facility consist of the multi-storey parkade (MSP) which has 1500 bays, the shaded parking consists of 2500 bays, the long-stay parking consists of 465 bays, the pick-up zone consists of 43 bays, the coach zone consists of 12 coach bays as well as the accredited meter taxi staging area and the drop-off zone which all require carpark management services.

2.2 Scope of Work

ACSA seeks to appoint a service provider for the management of the parking services at King Shaka International Airport, revenue management, financial transactions, and parking operations for a period of Five (5) years at King Shaka International Airport (KSIA).

King Shaka International Airport considers the Parking Management and Landside Operations to be an integral part of modernization and monetization efforts. Therefore, the successful service provider is expected to manage King Shaka International Airport's parking infrastructure, revenue management, financial transactions, and parking operations. The key objectives are:

- Ensure seamless parking operations.
- Provide excellent customer service and address parking issues promptly.
- Improve Airport Service Quality (ASQ) ratings.
- Staff and manage all parking-related services and equipment effectively.
- Management and operation of all parking facilities at King Shaka International Airport.
- Ensuring optimal utilization of parking space and resources.
- Developing and implementing strategies to enhance parking revenue.
- Maintenance and upkeep of parking facilities and equipment.

DESCRIPTION OF THE SERVICES:

Airports Company South Africa encourages that all proposals must be made based on, and either meet or exceed, the requirements contained herein. All bidders must be able to:

- Manage the parking facilities (inclusive of equipment) at KSIA for a period of Five (5) years.
- Enter into a management agreement contract with Airports Company South Africa (ACSA).
- To operate and safeguard the company assets as part of the Airports Company South Africa (ACSA) asset management programme.



- Manage public parking zones, (Multi Storey Parkade (MSP), Shaded Parking, Long Stay Parking, Coach Zone, Elevated Road, Staff Parking, Car Rental Parking Areas, Arrivals Pick-Up Zone (PUZ) Parking).
- Operate and monitor the Variable Messaging System(VMS) to ensure accurate information display.
- Collaborating with Airports Company South Africa Landside Operations to keep parking areas clear of obstructions.

STAFF REQUIREMENTS:

- Provide adequately trained and experienced staff to manage the following landside areas and services:
 - Parking areas (Multi Storey Parkade (MSP), Shaded Parking, Long Stay Parking, Coach Zone, Elevated Road, Staff Parking, Car Rental Parking Areas, Arrivals Pick-Up Zone (PUZ) Parking).
 - Shuttle Operation to transport staff within the airport precinct.
 - Golf Cart Operations, transporting passengers from the shaded parking facility to and from the terminal.).
 - Manage the Control Room.
 - Manage the Cashier Station.
 - Cash-in-Transit (CIT) Process.
 - Administration.
 - Parking Entrances and Exits points.
 - Staging Areas
 - Manage Parking Pay on Foot (POF) Equipment
- Staff must undergo customer care training, background checks, and obtain necessary clearance certificates from SAPS as per the National Key Point (NKP) Act.
- Ensure staff wear uniforms and reflective jackets indicating their positions.
- Key Personnel

TITLE	DAY	TIME	DEPLOYMENT/DUTIES	QUANTITY
Parking Manager	Monday to Friday	08:00 - 17:00	Parking Operations Manager Overall accountability of the complete operations, safety, quality, and customer satisfaction. Monthly reports, Housekeeping, coordination of processes, people management and development.	1



<p>Parking Supervisors</p>	<p>Monday to Sunday</p>	<p>06:00 - 18:00 and 18:00 - 06:00</p>	<ul style="list-style-type: none"> • Overseeing the outside operations and general supervision of staff, shuttles, and golf carts. • Technical/first-line maintenance for POF equipment. • Monitoring tickets in the ticket dispensers, and removal of tickets from exit readers. • Customer liaison. • Wheel clamping of vehicles illegally parked. • Overall supervision of the daily operations in the cash office, control room, and cashier station. • Verify reimbursement for daily revenue banking and change reimbursement. • Verify cashier reconciliation. Daily reconciliations of cash and credit cards. • Reconcile change replenishment officer's report, cashier station reconciliation, check and sign off at the end of the shift, and place the cashier revenue in the safe in a sealed bag. • Check the free ticket register, and Parliament register, and sign off per shift. • Preparations of monthly billing (verify and reconcile) for parliament, frequent / tenant. • Check and recon bank statements against cash and credit cards. • Reconcile system reports against actuals. • Release of ticket and note jams at the pay stations. • Monitoring of stock (tickets and other consumables for daily operations). 	<p>3</p>
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Account Officer	Monday to Friday	08:00 - 17:00	<ul style="list-style-type: none"> • Auditing /administration capturing of daily parking statistics on a pulse report. • Daily and monthly bank statement reconciliation against cash and credit cards recons. • Follow-up on anomalies on the bank statement with Iveri and Nedlink. • Daily and monthly credit card reconciliation. • Daily and monthly cash reconciliation. • Monthly reports for finance • Auditing of landside revenue. • Input on financial budgets. 	1
Revenue Officer	Monday to Sunday	06:00 - 18:00	<ul style="list-style-type: none"> • Removal of safes from the pay stations. • Separation of notes and coins per pay station, blind count of pay stations notes and coins. • Completion of cash and banking recon. • Depositing of revenue. • Ordering of change. • Checking of float. • Issuing of change to the replenishment officer. • Once the CIT process is completed, the Revenue officer will assist the control room and cashier. • The manual cashier station is used to facilitate any manual transactions should a customer have difficulty at the pay stations with parking tickets or credit cards. • At the cashier station, the Revenue officer will assist to Process lost, unreadable, members of Parliament tickets, as well as validation of free tickets when duly authorized (signed off) by authorised signatories. • Reconcile all transactions for the shift, complete the necessary reconciliation documentation. • Counting of change to replenish the pay stations. • Refilling of the pay stations with change. • Reconcile change replenishment report at the end of the shift. 	3



Car Park Attendants/ Traffic Controllers	Monday to Sunday	06:00 - 18:00 and 18:00 - 06:00	<ul style="list-style-type: none"> • Traffic management in all parking areas. • Daily check of equipment functionality and report any equipment failures. • If the equipment is not working, have the lane closed and direct vehicles to the next lane. • Directing vehicles to the available parking bays. • Assist the customers at the exits if their tickets are unreadable and provide the control room with the required information before the boom is opened. • Traffic management on the access roads; ensuring no vehicles are parked on the road verges. • If vehicles are parked on the road verges, contact the Rovers to have the wheels clamped. 	21
Rovers Customer Care Attendants	Monday to Sunday	06:00 - 18:00 and 18:00 - 06:00	<ul style="list-style-type: none"> • Wheel clamping of illegally parked vehicles in all parking areas. • Assisting customers at entries and exits. 	3
Control Room Operators per shift	Monday to Sunday	06:00 - 18:00 and 18:00 - 06:00	<ul style="list-style-type: none"> • The control room operator liaises with any customer who requires assistance at the entries, exits, or pay stations via the parking management system. • Attend to payment queries, unreadable tickets, and other parking-related queries. <p>Inclusive of telephonic queries.</p> <ul style="list-style-type: none"> • All boom openings must be recorded and reconciled with the parking system after each shift. • Any variances must be investigated documented and available for auditing purposes. • CCTV monitors should be viewed constantly to monitor any unusual or suspicious behaviour and report to a senior person immediately for investigation. • Constant monitoring of the parking environment and equipment. • Investigating any alarms and dispatching the supervisor to attend to any issues experienced with the equipment. • Monitoring of change levels. 	3



Shuttle Drivers	Monday to Sunday	03:30 - 14:00 and 14:00 - *23:00 *or when the last flight lands, whichever comes first.	• Shuttle drivers to transport staff.	6
Golf Cart Drivers (6 drivers will work morning and Afternoon shift. 1 driver to work a straight five day shift during peak times)	Monday to Sunday	04:00 - 14:00 and 14:00 - *23:00 *or when the last flight lands, whichever comes first.	• Golf cart drivers to transport the passengers.	7

****Operating hours subject to change and will be at ACSA's discretion***

Transformation

One hundred percent (100%) of the following staff have to be South African Black Youth that must be based in KZN (ACSA reserves the right to verify, without notice, with the winning bidder over the duration the contract.):

- Revenue Officer
- Car Park Attendants/ Traffic Controllers
- Rovers
- Control Room Operators
- Shuttle Drivers
- Golf Cart Drivers

The winning bidder will also be evaluated in accordance with the ACSA performance scorecard for the Contract period.

Other staff requirements

- A comprehensive uniform and standard dress policy must be provided at contracting stage.
- All staff on site must have reflective jackets clearly identifying company name and job title.
- All new staff must be in full uniform from the first day on post. The Service Provider shall obtain approval of the uniform and policy from ACSA prior to commencement of its operations.
- At the cost of the Service Provider, staff shall be subject to background checks, criminal record checks, vetting and shall be required to obtain the necessary clearance certificates from the SAPS.
- At the cost of the Service Provider, staff will have valid permits issued by the permit office before being posted on site.

- At the cost of the Service Provider, access to staff parking will be provided.
- All staff must have police clearance as per National Key Point (NKP) Act.
- All staff to be vigilant; understand situations which may pose or be threats to the airport or public, and report accordingly.
- All staff to familiarise themselves with the layout of the airport where they can provide accurate information to the public.
- All staff to adhere to the Safety regulations, as audits will be performed by the ACSA Safety Officers.
- All staff must have customer care training by an accredited training institution, thereafter, annual refresher training by an accredited training institution is compulsory. Proof of external training to be provided to ACSA every year or when required.
- All staff to attend customer service, security training and campaigns arranged by ACSA i.e. Pride in Action, Safety Awareness, Security Awareness, etc.
- All new staff after commencement date to be trained for seven (7) working days before posted to any position, i.e. cashier, control room, Revenue officer, Replenishment officer, parking attendant.
- Individual records to be kept of all staff training for future reference and audit purpose.
- All staff must familiarize themselves with all parking standard operating procedures (SOP's) regardless of position for them to gain an understanding of the parking environment. They are required to sign a register as an acknowledgment of understanding the parking environment.
- All staff to have user approval from ACSA IT department to be allowed to operate POF equipment.
- Salaries and yearly salary increases will not be lower than the Motor Industry Bargaining Council (MIBCO) requirement.
- All employees must have Matric, relevant qualifications and be older than eighteen (18) years of age.
- All staff must undergo medical examinations and are to be performed yearly at service provider's cost.
- All staff to be linked to a time and attendance system which must be provided by the Service Provider. This information will be checked and audited by the ACSA Landside Operations Manager.

REPORTING AND FORECASTING:

- Provide detailed reporting and accurate forecasting for future parking management developments.
- Recommend and assist in implementing strategies for future revenue growth within the parking environment.
- Maintain confidentiality of all reporting and forecasting information.

SPECIFIC SERVICE AREAS:

1. Public Parking Zones

All public parking at the Airport, i.e. the Shaded Parking, Long Stay Parking, Arrivals Pick-Up Zone Parking, and MSP operates only on the POF principle; but the staff parking operates via access control. The manual cashier stations are provided in the Parking Management Office, for members of the public who are unable to pay for whatever reason at the pay station.

A critical component of traffic management relating to the different parking areas is the Variable Messaging System (VMS). The Service Provider must ensure that the information displayed on the VMS is accurate and ensure the VMS displays are always serviceable.

The Service Provider must work collaboratively with ACSA Operations to ensure parking bays are clear of trolleys and that trolleys are in the designated trolley bays; and further ensure that all entrances, exits, driveways, and parking areas are clear of obstructions.

2. Pick-up and Coach Zone Management

- This operation primarily controls access to the service roadway directly in front of the Terminal Building of the Airport. ACSA stipulates rules from time to time in relation to the management of these zones. Buses, shuttles, and metered taxis obtain access to the zones by using specific store value cards.
- The Car Park Attendants will be required to check Store Value Cards of Accredited Metered Taxis and Tour Operator vehicles, SAPS vehicles and shuttles.
- Car Park Attendants must report defective equipment to the Supervisor on duty immediately for resolution.

3. Coach Staging Area

- The coach staging/holding area is a facility that provides an area for staging vehicles/buses in a case where the coach zone is occupied, or when flights have been delayed, or when the shuttle services arrive early to pick up the passengers.
- This area is also used for the staging of vehicles during special events from time to time.

4. Revenue Management

The cash drainage from the pay station to the counting room; the Service Provider must:

- Ensure that revenue from all the pay stations is safely transported to the Revenue Counting room under the supervision of ACSA management and the Service provider.
- The cash is to also be escorted by an armed guard which will be provided by ACSA.
- Ensure that pay station machines are replenished timeously, as and when required.
- Provide experienced and appropriately qualified Revenue officer/s to assist with the counting, verification, and banking of all revenue and collection of change (from the bank) for replenishment of pay stations.
- Cash deposited into the CIMA cash vault machine will be removed and transported by the ACSA-appointed Cash in Transit Service Provider.

- The Service Provider must reconcile all transactions for the shift, and complete necessary reconciliation documentation and the service provider is accountable for any variances which may occur.

5. Cashier Station situated in the Parking Management Offices

The Service Provider must:

- Ensure that an adequately trained person/s performs the duty of a cashier.
- The manual cashier station is used to facilitate any manual transactions should a customer have difficulty at the pay stations.
- The cashier will also process Members of Parliament tickets, as well as validate free tickets when authorize signatories have signed tickets off.
- The Service Provider must reconcile all transactions for the shift, and complete necessary reconciliation documentation, and the Service provider is accountable for any variances which may occur.
- Any variances must be investigated and documented accordingly for auditing purposes. The cashier/service provider shall be responsible for all documentation, cashier station, including float for contingency purposes.
- Based on operational demand a service provider shall ensure that the revenue officer is trained to perform cashier duties.
- All pay-on-foot (POF) equipment will be provided by ACSA in the cashier station.

6. Control Room

The Service Provider must:

- Ensure adequately trained and experienced person/ s executes the duty of a control room operator.
- The control room operator liaises with any customer who requires assistance by pressing the parking system intercom.
- The control room staff assists customers in exiting the parking via the intercom if tickets are unreadable or not functional by raising the boom remotely.
- All boom openings must be recorded and reconciled with the parking system after each shift.
- Any variances must be investigated and documented accordingly for auditing purposes.
- The control room operator also assists customers at the pay stations via the intercom to assist with payments, unreadable tickets, and other parking-related queries.
- Provide a highly customer experienced/oriented individual to deal with customer-related issues.

- CCTV monitors must be viewed constantly to monitor any unusual or suspicious behaviour and report to a senior person immediately for investigation.
- The control room operator answers all parking-related queries telephonically and must have knowledge of flights to provide correct information to passengers/public.

7. Area Management and Control

The Service Provider must:

- Ensure roads are free from obstruction.
- Have regular site inspections to ensure roads are free from people parking illegally, and nonaccredited taxi and shuttle operators, and also report to the relevant authority's enforcement departments i.e. SAPS, Metro traffic authorities, ACSA Security department including ACSA contract security).
- Monitor all parking areas and ensure no obstructions or trolleys in parking bays and engage with the ACSA relevant department.
- To provide basic traffic management in all areas.
- Monitor and ensure the roadways at the car rentals are also free from obstruction and clamp illegally parked vehicles in the car rental areas.
- Ensure general cleaning of all parking equipment daily and general housekeeping.

8. Staff Shuttle Operation

- The Service Provider to supply 2 shuttles to transport staff for the contract duration.
- Service provider to transport staff to and from the staff parking zone and coach staging area (public transport users) to the Terminal Building (Drop-Off 3), as per the daily operational requirements; 365 days per year.
- Shuttle may be required to provide transport to North Gate, as requested by ACSA.
- Should a vehicle require servicing, or has to undergo repairs, the Service Provider is responsible for a similar replacement vehicle.
- Vehicles should be clean (interior and exterior) at all times, failing which, penalties will apply. No washing or repairing of vehicles is to be done on-site.
- Vehicles will be subject to ACSA-approved branding.
- Shuttles to have signage on the inside; i.e. disclaimer signage, and information such as seatbelts are compulsory.
- All drivers must be adequately experienced and hold Public Driver Permits (PDPs) and licenses to transport members of the public.
- The Service Provider shall be responsible for the purchase of vehicles, remuneration of the drivers, and the fuel costs of the vehicles.

- The required vehicle is a brand-new shuttle bus type of vehicle with a minimum seating capacity of fourteen (14) and a maximum seating capacity of sixteen (16) passengers.
- The Service Provider, together with the Parking department shall compile operational strategies for holidays and special events. These strategies should include ensuring adequate vehicle/s availability on designated days.
- The Service Provider will develop an appropriate timetable. An estimate of this operation in the Landside precinct has indicated that at least two (2) vehicles will be required.
- A monthly report linked to satellite i.e. C-Track must be supplied to ensure vehicles are being used exclusively for parking operations.
- Detailed log/inspection sheet to be kept for every vehicle, number of hours and time stipulated in operation per day including services, repairs, tyre changes, etc.
- The Service Provider is to have additional insurance coverage for any shuttle accidents or incidents that may occur. The onus will be on the service provider to resolve the claims arising from an incident or accident.

9. Golf Cart Operation

- Golf Carts to and from the shaded parking to the Terminal Building via the underpass.
- An estimate of this operation in the Landside precinct has indicated that at least two (2) golf carts to operate off-peak and three (3) during peak time will be required to ensure constant utilization and zero downtime. Service provider to supply 6 carts that will be used for the duration of this contract.
- Service provider to ensure golf carts batteries are serviceable at all times, any damage or failure must be replaced with like for like with no disruption to operations.
- Golf carts will operate from 04:00 to 23:00 or when the last flight lands (whichever comes first).
- Should a golf cart require servicing, or is undergoing repairs, the Service Provider is responsible for a similar replacement.
- Golf carts kept on site must be fully serviceable and ready for operation, damaged or unserviceable golf carts must be removed from site.
- Ensure that all golf carts are fitted with luggage bins to prevent luggage from shifting.
- The motor on the golf cart should complement the load of passengers and bags.
- All golf carts to have rain covers which will be used during adverse weather conditions.
- All golf carts to have headlights and amber lights on for nighttime operations.
- Golf carts to have signage – disclaimer signs, and information such as seatbelts are compulsory.
- Detailed log/inspection sheet to be kept for every golf cart, number of hours and time stipulated in operation per day including services, repairs, tyre changes, etc.
- The Service Provider shall be responsible for the purchase of golf carts, remuneration of the drivers, and the serviceability of such vehicles.
- The Service Provider, together with ACSA shall compile operational plans for holidays and special events. Such plans shall, among other things, ensure that there are sufficient golf carts for public use on those days.
- All drivers must be adequately experienced with PDP to transport members of the public.

- All drivers must undergo a medical examination as they transport the public (OHS Act requirement).
- The service provider shall have additional insurance coverage for any golf cart accidents or incidents that may occur. The onus will be on the service provider to resolve the claims arising from an incident or accident.
- Golf Carts specification:

The golf carts should be electric/battery powered preferred option and have the following specifications as a minimum:

- Six (6) seater road legal version with luggage bin conversion.
- Rain covers.
- Seatbelts, wiper / washer speedo and instrument cluster.
- Four (4) wheel hydraulic brake system.
- Five (5) kW AC motor with a max speed of 50 kmph and max range of 50 km before re-charging.

SPECIAL TERMS:

This tender is subject to the following special terms and conditions:

- These terms and conditions will form part of a contract which will be signed by ACSA and the Service Provider
- The contract is for a period of five (5) years.
- ACSA reserves the right to add further parking equipment to or to remove parking equipment from, as and when required.
- The Service Provider will carry the risk of all cash being collected from pay and cashier stations until the cash is deposited at the counting room and then banked; inclusive of all change collected from the bank for float replenishment.
- The service provider to conduct quarterly audits with an audit report to be submitted to ACSA by the 15th day of the new quarter.
- Random audits and inspections will be performed by ACSA or its delegate / s on a regular basis without prior notification.
- A penalty system shall be enforced in the event of non-compliance to the service level agreement (SLA) and poor or non-performance relating to the contract terms and conditions.
- Service Provider to ensure that the deployment plan aligns with the peak hours highlighted on the Next day operational plan (NDOP) supplied by Airport management centre (AMC).

SPLIT OF RESOURCES / SERVICES TO BE PROVIDED:

#	Items	Provided by ACSA	Provided By Service Provider
1.	<p>Provide the following Operational Consumables (see cost item on pricing schedule):</p> <ul style="list-style-type: none"> • 2 Jacks • Wheel spanners • Wheel clamps (minimum of 12 to be on-site, in variable sizes at any given time) • 1 Hazmat Spill Kit • 10 Extra Large Cones • 25 Small Cones • 10 Expandable Barriers • 3 Jump Starter Packs – Heavy Duty <p><i>Service provider to ensure that all pieces of equipment are always in a good state and to replace any damaged/unserviceable items mentioned above for the duration of the contract. A report of the stock count to be submitted monthly with agreed quantities.</i></p>		√
3.	Radios for Communication to all staff on site are to be provided by the service provider.		√
4.	Counting equipment: <ul style="list-style-type: none"> • Note and coin counter. • Note counterfeit detection; 	√	
5.	Revenue Trolley Safes	√	
6.	Pay station change trolley to transport change	√	
7.	Blower for spikes cleaning weekly	√	

Method of Operation:

The Service Provider must address the following in detail:

- Detailed Staffing Plan must be provided at contracting stage and must show the names and number of employees and shifts to cover operating hours including shuttle and golf cart drivers and including relief of staff during lunch breaks. Relieving of staff must not impact on staff compliment on site.
- Personnel files to be kept for all staff on site; files to contain CV's and relevant certificates. The ACSA Landside Operations Manager is responsible for the contract and must have access to the files at all times.
- Provide drivers and PDP licenses for the Shuttle and Golf cart drivers.
- Relevant SOPs to be provided at contracting stage are as per the below:
 - Cash Control Systems.
 - Key Registers.
 - Auditing functions.
 - Risk Management and Control.
 - Statistical Reporting.
 - Business Continuity (response to crisis)
 - Adaptability / Flexibility
 - Contingency plan to ensure continuity during strike action.
 - Revenue Management
 - Post-specific operations
 - Safety file

SOFTWARE APPLICATION FOR PROGRAMMING

Current system: HUB Parking Management System.

MEETINGS (AD HOC MANAGEMENT AND OTHER)

All meetings to be documented for Audit Purposes.

- Weekly Meetings:
 - Information Technology and Communications (ITC) meeting (weekly) with parking equipment Service Provider.
 - Weekly meetings will take place weekly or as when required.

- Monthly Meetings:
 - Staff Deployment and Attendance.
 - Revenue Takings.
 - Budget Targets.
 - Non-Conformances.
 - Operational Challenges.
 - Operational Incidents.
 - Updates on various products.
 - Stock on Hand.
 - The monthly meetings are to be attended by the Site Manager and the ACSA Landside Manager.
- SHE and Security meetings

- Quarterly Meetings:
 - Service Provider assessment by ACSA Supply Chain Management (SCM) Contracts division.
 - Detailing meeting operational requirements met as per contract.
 - Verifying B-BBEE, SARS, and Letter of Good Standing on a quarterly basis.
 - The quarterly meetings are to be attended by the Service Provider CEO or appointed delegate as well as the Manager on site.

- Workshops:
 - The Service Provider's staff to attend the quarterly Service Standards Workshop (Client and Passengers Services).
 - Pride in Action Workshops and future workshops organised by ACSA.

- Reports:
 - Daily / Weekly / Monthly / Quarterly Records.
 - Daily Revenue Reconciliation.
 - Monthly reports are due by the 5th of each month for the previous month.
 - Daily reports are due by 09h00 each day for the previous day's operations.
 - Weekly reports are due by 09h00 on the Monday for the previous week.
 - Daily Change reconciliation per shift
 - Daily Cashier Station Reconciliation to be checked by the service provider and ACSA supervisors daily per shift.
 - Any important issues to be brought to the ACSA Contracts Managers attention.
 - Weekly Meetings: Minutes to be administrated by the Service Provider and a signed copy to be provided to the ACSA Landside Manager.
 - A monthly report is required detailing the parking revenue and transactional performance for the month with year-on-year analysis as well as month-on-month analysis. An example of a parking report is to be supplied by the service provider.
 - All source documents are to be kept for five years by the Service Provider and handed over to ACSA, to be stored for a further two years.
 - All incidents reported including both staff and public, must be kept for the maximum period as per applicable regulation/s.

CURRENT SYSTEM LOCATION AND QUANTITY

Multi Story Parking/Parkade	
Type	Quantity
Entry Stations	6
Entry Barriers – single spike	5
Entry VRN Cameras	7
Exit Stations	5
Exit Barriers – double spikes	10



Exit Vehicle Recognition Number (VRN Cameras)	5
Validation Station	1
Validation Exit	-
Validation VRN Cameras	1
Pay Stations: Level -1	1
Pay Stations: Level 0	7
Pay Stations: Level 1	1
Cashier Stations	2
Intercom Stations	21
Control Room Workstations	3

Shaded Parking	
Type	Quantity
Entry Stations	5
Entry Barriers with single spikes	5
Entry VRN Cameras	5
Exit Stations	6
Exit Barriers with double spikes	12
Exit VRN Cameras	6
Validation Station	-
Validation Exit	-
Validation VRN Cameras	-
Pay Stations	4
Cashier Stations	-
Intercom Stations	15



Long Stay Parking	
Type	Quantity
Entry Stations	1
Entry Barriers – with single spike	1
Entry VRN Cameras	1
Exit Stations (use shaded exits)	0
Exit Barriers	0
Exit VRN Cameras	0
Validation Station	1
Validation Exit no spike	1
Validation VRN Cameras	1
Pay Stations <i>(use of 4 shaded pay stations)</i>	-
Cashier Stations	-
Intercom Stations	2

Pick-Up Zone	
Type	Quantity
Entry Stations	2
Entry Barriers with single spikes	2
Entry VRN Cameras	2
Exit Stations with double spikes	2
Exit Barriers – with double spikes	4
Exit VRN Cameras	2
Validation Station	-
Validation Exit	-
Validation VRN Cameras	-
Pay Stations	2
Cashier Stations	-
Intercom Stations	6



Coach Zone	
Type	Quantity
Entry Stations	1
Entry Barriers	1
Entry VRN Cameras	-
Exit Stations	1
Exit Barriers	1
Exit VRN Cameras	-
Validation Station	-
Validation Exit	-
Validation VRN Cameras	-
Pay Stations	-
Cashier Stations	1
Intercom Stations	-

Drop off zone Inner Lane	
Current Equipment	
Type	Quantity
Entry Stations	-
Entry Barriers (remote control)	1
Entry VRN Cameras	-

Equipment on Site - Totals	
Type	Quantity
Entry Stations	15
Entry Barriers with spikes	15
Entry VRN Cameras	14
Pass By Station	2
Pass By VRN Cameras	2
Cashier Stations	2

QUALITY MANAGEMENT:

- Airport Service Quality (ASQ) is the customer service standard that all stakeholders and service providers need to adhere to at the airport.
- Quality Management System (QMS) is the customer operational service to which stakeholders and service providers must adhere to ensure seamless operations are achieved.
- Adherence to this system is monitored via the Viewing Deck (complaints or compliments system) and the Quarterly Service Standards Reports.
- Rewards and recognition for airport staff that excel in terms of customer service are also part of the customer service portfolio at KSIA.
- To ensure constant quality in terms of output by the service provider, daily audits will be performed by ACSA.
- Staff will be monitored in terms of uniform, work performance, and timekeeper.
- Penalties will be incurred should the Service Provider not adhere to the required quality standards. These will be discussed at contracting stage.

PROPERTY, UTILITIES, OR OTHER SERVICES

The following variable costs will be charged to the winning bidder. These costs can be recouped at cost from ACSA.(the winning bidder will have to provide proof of invoices and payment):

- Utilities to be paid for the office space provided to the service provider:
 - Electricity: R 2,9146 per kilowatt hour with a service fee of R381,36 per month.
 - Water is charged at R50,09 per Kilo Liter.
 - Sewer charge: Based on 90% of the kilolitres consumed.
 - Both water and electricity costs are subject to usage.

These rates will increase annually in line with the south African CPI

- Service Provider is liable to line rentals and usage (as per the pricing schedule):
 - Telephone/line rental: per month: R327.1 excluding telephone calls which will be billed separately.
 - Local Area Network (LAN) line rental: per LAN point per month at R163.52
 - Facsimile rental: per facsimile line per month at R163.52

These rates will increase annually at a CPI of 6%

- The cost of the fuel consumed, by the shuttles, will be reimbursed at cost.
- The cost of the Business Premises used:
 - Main office subject to a lease agreement with a monthly payment (to be confirmed with the winning bidder at contracting stage).
 - The Service Provider will be required to comply with the management rules, as set out in the lease agreement.

These rates will increase annually at a CPI of 6%

RADIO COMMUNICATION SERVICES:

- Service provider to provide radios for the duration of the contract and ensure sufficient radios are supplied for all posts.

INSURANCE:

The successful bidder / service provider must procure the following policies:

- a. Public liability insurance policy for an indemnity limit of not less than R10 million (ten million rands), on the aggregate
- b. Commercial crime insurance policy for an indemnity limit of not less than R5million (five million rands), for each claim
- c. Comprehensive car insurance, including a third-party motor liability insurance for an indemnity limit of not less than R5 million (five million rands) per vehicle.
- d. Passenger liability insurance for an indemnity limit of not less than R25 million per vehicle, and specifically for incidents occurring at King Shaka International airport.

The insurance policies must be annual policies, and proof of insurance must be submitted to ACSA annually, for the duration of the contract.

APPROVALS:

- Approvals required pertaining to changes to the contract will need to be obtained from ACSA for any requests the Service Provider may have and will only be valid if received in writing.
- Direct reporting lines will be to the ACSA Landside Manager.

CO-OPERATION WITH OTHER SERVICES PROVIDERS:

- **Security Contractor on Landside:** Reporting suspicious behaviour noted in parking to the security service provider.
- **CIT Company:** Banking of cash and change collection.
- **Cleaning Contractor:** Cleaning of Litter on the landside.
- **Maintenance Contractors:** Report any maintenance-related queries to the infrastructure. Maintenance Centre (IMC) Help Desk i.e. aircon not working, damaged signage, escalators and elevators not working, lights not working, cracked or uneven paving, etc.
- **Parking Equipment Malfunction:** Report to ITC and Parking Equipment Service Provider
- **Metro Police:** Traffic lights not working and including road traffic enforcement role.
- **Other airport stakeholders** include both Internal and external.

ACCESS TO LAND / BUILDINGS / SITES (PERMIT REQUIREMENTS):

- Each staff employed at the airport must have a valid ACSA security permit, obtainable from the ACSA KSIA Permit Office. The Service Provider will be liable for the cost of these permits and induction courses.
- Permits are cards issued to persons employed and operational vehicles owned by airport-based companies.
- Conditions of Issue: As per the ACSA permit policy. ACSA will only cover the permit and induction costs for year 1, 3 and 5. Any additional permits due to loss/damage/new recruits will be at the service provider's cost.

2.3 Pricing Schedule

Complete **Appendix A** in full.

Bidders must only price in accordance with the pricing schedule provided, this will enable ACSA to compare priced offers. Failure to submit a priced offer using the prescribed schedule will make the bid liable for disqualification.

SECTION 3: EVALUATION CRITERIA

3.1 Evaluation Criteria

3.1.1 ACSA will use a pre-determined evaluation criteria when considering received bids. The evaluation criteria will consider **mandatory administrative, functionality and Price and Preference**. During the evaluation of received bids ACSA will make an assessment whether all the bids comply with set minimum requirements and whether all returnable documents/information have been submitted. Bidders which fail to meet minimum requirements, thresholds or have not submitted required mandatory documents will be disqualified from the bid process.

3.1.2 The requirements of any given stage must be complied with prior to progression to the next stage. ACSA reserves the right to disqualify bidders without requesting any outstanding document/information.

3.2 A staged approach will be used to evaluate bids and the approach will be as follows:

Stage 1	Stage 2	Stage 3	Stage 4	Stage 5	Stage 6
Check if all the documents have been received.	Mandatory Requirements	Evaluate on functionality or the technical aspect of the bid.	Evaluate price and Preference	Post tender negotiations. <i>(if deemed necessary)</i>	Security Vetting <i>(if deemed necessary)</i>

3.3 Mandatory Requirements

A list of mandatory returnable documents must be consulted to understand which documents are required at the closing date and time. Further, to the mandatory returnable documents/information ACSA will only consider bidders which have:

1. Acceptance of terms and conditions
2. Attendance to compulsory briefing session
3. Attendance to compulsory site inspection
4. Bidder to provide proof of footprint in (have offices in) Kwa-Zulu Natal

Bidders that do not meet all the above requirements will be disqualified and not evaluated further. No Bid will be awarded to any person who is not declared Tax Compliant by the South African Revenue Service (SARS). No award will be made to an entity which is not registered on the CSD (Central Supplier Database) with National Treasury.

3.5 Functionality

The functionality evaluation will be conducted by the end-user/operations/the Tender Preparation and Evaluation Committee which comprises of various skilled and experienced members from diverse professional disciplines. The evaluation process will be based on functionality criteria. The criteria will be as follows:

3.5.1. Functionality Criteria

The functional evaluation will be based on a threshold, where bidders which fail to achieve a minimum of **57 points** on the functional stage will not be considered further in the evaluation. It should be further noted that a minimum qualifying score per criteria must be met as set out in the evaluation criteria. Failure to achieve **any** of the minimum scores would result in disqualification for further consideration even if the overall minimum total score had been achieved.

EVALUATION CRITERIA		MINIMUM	MAXIMUM
1.	COMPANY EXPERIENCE	20	37
	<p>Bidders are required to demonstrate that they have worked on (and <u>completed</u>) two carpark management projects of a minimum of 3 years each. Each project must meet all of the following requirements:</p> <ol style="list-style-type: none"> 1. Size of carpark = minimum of 5000 bays 2. The carpark should have a Pay on foot system. 3. A reference letter with contactable references. The letter must have the Client letterhead and contact details (email and/or contact number) as well as the signature/stamp of the writer. ACSA reserves the right to verify. 4. A copy of the signed contract for the project (signed by all parties). <p>** The combination of the Reference letter and Contract must demonstrate all the required information.</p>		
Project 1			
1.1	Carpark Size <ul style="list-style-type: none"> • Carpark size less than 5000 bays= 0 points • Carpark size of 5000 bays= 2 points • Carpark size more than 5000 bays= 4 points 	2	4
1.2	Contract Period <ul style="list-style-type: none"> • Contract period less than 3 years= 0 points • Contract period of 3 years= 2 points • Contract period more than 3 years= 4 points 	2	4
1.3	Pay on foot system. <ul style="list-style-type: none"> • Carpark has no Pay of Foot system= 0 points • Carpark has Pay of Foot system=2 points • Carpark has Zeag Management System (ZMS) and Licence plate recognition capability or Janus Management System (JMS) and Licence plate recognition capability = 4 points 	2	4



1.4	Reference letter and Contract		
	<ul style="list-style-type: none"> • Relevant Reference letter and/or Contract not submitted= 0 points • Relevant Reference letter and Contract submitted= 4 points 	4	4
Project 2			
1.5	Carpark Size		
	<ul style="list-style-type: none"> • Carpark size less than 5000 bays= 0 points • Carpark size of 5000 bays= 2 points • Carpark size more than 5000 bays= 4 points 	2	4
1.6	Contract Period		
	<ul style="list-style-type: none"> • Contract period less than 3 years= 0 points • Contract period of 3 years= 2 points • Contract period more than 3 years= 4 points 	2	4
1.7	Pay on foot system.		
	<ul style="list-style-type: none"> • Carpark has no Pay of Foot system= 0 points • Carpark has Pay of Foot system= 2 points • Carpark has Zeag Management System (ZMS) and Licence plate recognition capability or Janus Management System (JMS) and Licence plate recognition capability = 4 points 	2	4
1.8	Reference letter and Contract		
	<ul style="list-style-type: none"> • Relevant Reference letter and/or Contract not submitted= 0 points • Relevant Reference letter and Contract submitted= 4 points 	4	4
Project 3 and more			
1.9			
	<ul style="list-style-type: none"> • All relevant documents submitted for less than 3 projects= 0 points • All relevant documents submitted for 3 projects= 2 points • All relevant documents submitted for 4 projects= 3 points • All relevant documents submitted for 5 or more projects= 5 points 	0	5



2.	RESOURCE EXPERIENCE (provide different resources for each role)	37	63
2.1	<p>PARKING MANAGER</p> <p>Provide ACSA with only one (1) resource who will serve as a Parking Manager on this contract. This resource should have a minimum of 5 years' experience as a Parking manager and have a minimum NQF 7 in any field. To demonstrate this requirement, provide the following:</p> <ol style="list-style-type: none"> 1. Detailed CV of resource listing: <ul style="list-style-type: none"> • Job title, • Job description, • Specific duration at each role (e.g. 1 May 2012 – 30 June 2022). <p>ACSA reserves the right to disqualify CV's that don't meet the required format.</p> 2. A certified copy of the resource's qualification (A degree or above in Business management or Operations management or Logistics management is advantageous) 	6	10
2.1.1	<p>Experience</p> <ul style="list-style-type: none"> • Demonstrated less than 5 years' experience as a Parking manager= 0 points • Demonstrated 5 years' experience as a Parking manager= 3 points • Demonstrated more than 5 years' experience as a Parking manager= 5 points 	3	5
2.1.2	<p>Qualification</p> <ul style="list-style-type: none"> • Relevant qualification not submitted or not certified= 0 points • Certified copy of NQF 7 (or above) qualification submitted= 3 points • Certified copy of NQF 7 (or above) in Business management or Operations management or Logistics management= 5 points 	3	5
2.2	<p>PARKING SUPERVISOR</p> <p>Provide ACSA with only three (3) resource who will serve as a Parking Supervisors on this contract. The resources should each have a minimum of 3 years' experience as Parking supervisors and each have a minimum NQF 5 in any field. To demonstrate this requirement, provide the following:</p> <ol style="list-style-type: none"> 1. Detailed CV of resource listing: <ul style="list-style-type: none"> • Job title, • Job description, • Specific duration at each role (e.g. 1 May 2012 – 30 June 2022). <p>ACSA reserves the right to disqualify CV's that don't meet the required format.</p> 2. A certified copy of the resource's qualification (A diploma or above in Business management or Operations management or Logistics management is advantageous) 	18	30



2.2.1	Experience- Resource 1 <ul style="list-style-type: none"> • Demonstrated less than 3 years' experience as a Parking supervisor= 0 points • Demonstrated 3 years' experience as a Parking supervisor = 3 points • Demonstrated more than 3 years' experience as a Parking supervisor = 5 points 	3	5
2.2.2	Qualification- Resource 1 <ul style="list-style-type: none"> • Relevant qualification not submitted or not certified= 0 points • Certified copy of NQF 5 (or above) qualification submitted= 3 points • Certified copy of NQF 5 (or above) in Business management or Operations management or Logistics management= 5 points 	3	5
2.2.3	Experience- Resource 2 <ul style="list-style-type: none"> • Demonstrated less than 3 years' experience as a Parking supervisor= 0 points • Demonstrated 3 years' experience as a Parking supervisor = 3 points • Demonstrated more than 3 years' experience as a Parking supervisor = 5 points 	3	5
2.2.4	Qualification- Resource 2 <ul style="list-style-type: none"> • Relevant qualification not submitted or not certified= 0 points • Certified copy of NQF 5 (or above) qualification submitted= 3 points • Certified copy of NQF 5 (or above) in Business management or Operations management or Logistics management= 5 points 	3	5
2.2.5	Experience- Resource 3 <ul style="list-style-type: none"> • Demonstrated less than 3 years' experience as a Parking supervisor= 0 points • Demonstrated 3 years' experience as a Parking supervisor = 3 points • Demonstrated more than 3 years' experience as a Parking supervisor = 5 points 	3	5
2.2.6	Qualification- Resource 3 <ul style="list-style-type: none"> • Relevant qualification not submitted or not certified= 0 points • Certified copy of NQF 5 (or above) qualification submitted= 3 points • Certified copy of NQF 5 (or above) in Business management or Operations management or Logistics management= 5 points 	3	5



2.3	ACCOUNT OFFICER Provide ACSA with only one (1) resource who will serve as an Accounting Officer on this contract. The resource should have a minimum of 3 years' experience in (i) Report writing and (ii) office administration and (iii), capturing of various parking statistics (iv) and revenue reconciliation reports. They should also have a minimum NQF 6 in any field. To demonstrate this requirement, provide the following: 1. Detailed CV of resource listing: <ul style="list-style-type: none"> • Job title, • Job description, • Specific duration at each role (e.g. 1 May 2012 – 30 June 2022). ACSA reserves the right to disqualify CV's that don't meet the required format. 2. A certified copy of the resource's qualification (A diploma or above in Business administration or Operations management or Accounting is advantageous).	13	23
2.3.1	Experience- Report writing. <ul style="list-style-type: none"> • Demonstrated less than 3 years report writing experience= 0 points • Demonstrated 3 years report writing experience= 3 points • Demonstrated more than 3 years report writing experience= 5 points 	3	5
2.3.2	Experience- Office Administration <ul style="list-style-type: none"> • Demonstrated less than 3 years Office Administration experience= 0 points • Demonstrated 3 years Office Administration experience= 3 points • Demonstrated more than 3 years Office Administration experience= 5 points 	3	5
2.3.3	Experience- Data capturing of various parking statistics. <ul style="list-style-type: none"> • Demonstrated less than 3 years relevant Data capturing experience= 0 points • Demonstrated 3 years relevant Data capturing experience= 3 points • Demonstrated more than 3 years relevant Data capturing experience= 5 points 	3	5
2.3.4	Experience- Revenue Reconciliation reports. <ul style="list-style-type: none"> • Demonstrated less than 3 years Revenue Reconciliation experience= 0 points • Demonstrated 3 years Revenue Reconciliation experience= 3 points • Demonstrated more than 3 years Revenue Reconciliation experience= 5 points 	3	5

2.3.5	Qualification <ul style="list-style-type: none"> • Relevant qualification not submitted or not certified= 0 points • Certified copy of NQF 6 (or above) qualification submitted= 1 point • Certified copy of NQF 6 (or above) in Business administration or Operations management or Accounting = 3 points 	1	3
TOTAL		57	100

3.5.2. Price and Preference

This stage of the evaluation process will be based on the PPPFA preference point system. Bidders will be ranked by applying the preferential point scoring 90/10 for bids with the rand value above R50 million.

Evaluation of Price

A maximum of 90 points is allocated for price based on the following formulae:

$$90/10$$

$$Ps = 90 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where:

Ps	=	Points scored for price of tender under consideration
Pt	=	Price of tender under consideration
Pmin	=	Price of lowest acceptable tender

Evaluation of Preference

ACSA will score specific goals out of 10 in accordance with the PPP Regulations 2022/2023. If a bidder fails to meet the Specific goals as outlined on the table below and to submit proof, the bidder will score zero (0) out of 10. ACSA will not disqualify the bidder. See below Specific goals that must be achieved for this bid:



Specific Goals	Score
	10
51% owned by Black male and Black women and Black youth and People living with disabilities	10
51% owned by Black male or Black women or Black youth or People living with disabilities (<i>at least two of the above designated groups must achieved</i>)	8
51% owned by Black male or Black women or Black youth or People living with disabilities	6
Less than 51% owned by Black male, Black women, Black youth, People living with disabilities	4
Other	0

SECTION 4: RETURNABLE DOCUMENTS

4.1 Mandatory Returnable documents

ACSA will disqualify from the bid process any bidder that has failed to submit mandatory returnable documents and information. Bidders should therefore ensure that all the mandatory returnable documents and information have been submitted. In order to assist bidders, ACSA has also included a column next to the required mandatory document and information to enable bidders to keep track of whether they have submitted or not. The mandatory documents and information are as follows:

MANDATORY RETURNABLE DOCUMENTS AND INFORMATION	SUBMITTED [Yes or No]
Priced offer	
Attendance to compulsory briefing session	
Attendance to compulsory site inspection	
Bidder to provide proof of footprint in (have offices in) Kwa-Zulu Natal	
5.5 Acceptance of terms and conditions of RFP and bidder's particulars	
Reference letters	
Contracts	
Certified copies of Qualifications	
CV of each resource	

4.2 Other Returnable Documents and information

These types of documents and information are required but are not mandatory or are only mandatory at specific stages of the process. ACSA may request bidders to submit these documents or information after the closing date and time or might already have them on the system. Where a document or information is only mandatory at a specific stage in the process, ACSA may only disqualify a bidder for non-submission at that stage and after reasonable efforts were made to request the document from the bidder. The documents are as follows:

OTHER RETURNABLE DOCUMENTS AND INFORMATION	SUBMITTED [Yes or No]
BEE Certificate and Scorecard or BBBEE QSE/EME Affidavit	
Verifiable medical certificate of report as proof of disability (For preference claims)	



Tax Pin number (ACSA may not award to a bidder whose tax affairs have not been declared to be in orders by SARS)	
Names and identity numbers of Directors, / Trustees / Members / Shareholders and Senior management	
Certificate of Incorporation of the bidding entity showing ownership split	
Central Supplier Database Report (CSD)	
Joint Venture (JV) Agreement (If applicable)	
3 years audited Financial Statements	
Cover Letter	
Declaration of Solvency/Liquidation (if applicable)	
5.1 Declaration of interest and politically exposed persons form	
5.2 Bidder's disclosure form (SBD 4)	
5.3 Preference points claim form in terms of the preferential procurement regulations 2022 (SBD 6.1)	
5.4 Confidentiality and non-disclosure agreement	
5.6 Invitation to bid (SBD 1)	
<p>Business Continuity Plan</p> <p>Provide a Business continuity plan should there be a total power failure, with no backup, leading to a Pay on Foot system failure. Your response must address:</p> <ul style="list-style-type: none"> - Deployment of resources - Prevention of revenue loss - Ensuring process efficiency (vehicle movement, customer service, parking facility management) 	
<p>Business Continuity Plan</p> <p>Provide a Business continuity plan should there be Strike action leading to a shortage of staff. Your response must address:</p> <ul style="list-style-type: none"> - Strike prevention strategies. - Deployment of resources to critical areas (where there is a shortage of staff) - Ensuring process efficiency (vehicle movement, customer service, parking facility management) - Flexibility around the recruitment of temporary replacement staff in order to meet operational needs. 	



4.3 Validity of submitted information.

Bidders must ensure that all conditions, documents and information which has been submitted in pursuance to this bid remains valid for the duration of the contract period. In the event where a validity document expires an updated document must be submitted. The duty is on the bidder to provide updated information to ACSA immediately after such information has changed.



SECTION 5: RETURNABLE DOCUMENTS

5.1 DECLARATION OF INTEREST AND POLITICALLY EXPOSED PERSONS FORM

Making a Declaration

Any legal person or persons having a relationship with persons employed by ACSA, including a blood relationship, may submit a bid in terms of this tender document. In view of possible allegations of unfairness, should the resulting bid, or part thereof, be awarded to persons connected with or related to ACSA employees, it is required that the bidder or his/her authorised representative declare his/her position in relation to ACSA employees or any member of the evaluation or adjudication committee which will consider bids.

ACSA requires all bidders to declare that they have not acted in any manner inconsistent with the law, policy, or fairness. Furthermore, ACSA requires bidders to declare if they have Politically Exposed Persons (PEP) also known as Domestic Prominent Influential Persons (DPIP) in their organisation. See below definition of PEP/DPIP.

Politically Exposed Persons or DPIP are individuals who are or have been entrusted with prominent public functions in the country or a foreign country, for example Heads of State or of government, senior politicians, senior government, judicial or military officials, senior executives of state-owned corporations, important political party officials. Business relationships with family members or close associates of PEPs involve reputational risks similar to those with PEPs themselves. PEP status in the following areas shall be declared:

- Current or former senior official in the executive, legislative, administrative, military, or judicial branch of government or foreign government (elected or not)
- A senior official of a major political party or major foreign political party;
- A senior executive of government owned commercial enterprise
- or a foreign government owned commercial enterprise, being a corporation, business or other entity formed by or for the benefit of any such individual;
- A related and or inter-related immediate member of such individual; meaning spouse, parents, siblings, children, and spouse's parents or siblings etc.

5.1.1 All bidders must complete a declaration of interest form below:

Full name of the bidder or representative of the bidding entity

Identity Number

Position held in the bidding entity

Registration number of the bidding entity

Tax Reference number of the bidding entity

VAT Registration number of the bidding entity

I/We certify that there is / no PEP/DPIP conflict of interest/ no relationship between the bidding entity or any of its shareholders / directors / owner / member / partner/ senior management with any ACSA employee or official.



Where a relationship or PEP/DPIP conflict of interest exists, please provide details of the ACSA employee or official and the extent of the relationship below:

PEP/DPIP Declaration

DPIP/PEP Declaration for self/family member or close associate:

Nature of Political Exposure	Term of the office	Description of activities relating to political exposure

Full Names of Directors / Trustees / Members / Shareholders/ Senior Management of the bidding entity

Full Name	Identity Number	Personal Income Tax Reference Number

5.1.2.I/We declare that we have not acted in any manner which promotes unfairness, contravenes any law or is against public morals. We further certify that we will in full compliance of this tender terms and conditions as well as ACSA policies in the event that we are successful in this tender.



Declaration:

I/We the undersigned _____ (Name) hereby certify that the information furnished in this tender document is true and correct. We further certify that we understand that where it is found that we have made a false declaration or statement in this tender, ACSA may disqualify our bid or terminate a contract we may have with ACSA where we are successful in this tender.

Signature

Date

Position

Name of bidder



5. 2 BIDDER’S DISCLOSURE FORM SBD 4

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder’s declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....
.....



2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

I, the undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.



I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....

Signature

.....

Date

.....

Position

.....

Name of bidder

5.3 PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 SBD 6.1

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 To be completed by the organ of state

- a) The applicable preference point system for this tender is the 90/10 preference point system.
- b) The 90/10 preference point system will be applicable in this tender. The lowest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals / Preference.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	90
SPECIFIC GOALS / PREFERENCE	10
Total points for Price and SPECIFIC GOALS	100

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right) & \mathbf{or} & Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)
 \end{array}$$

Where

- Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
Pmin = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

A maximum of 80 or 90 points is allocated for price on the following basis:

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) & \mathbf{or} & Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)
 \end{array}$$

Where

- Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

THE SPECIFIC GOALS/PREFERENCE POINT ALLOCATED POINTS IN TERMS OF THIS TENDER	NUMBER OF POINTS ALLOCATED (90/10 SYSTEM) (To be completed by the organ of state)	NUMBER OF POINTS CLAIMED (90/10 SYSTEM) (To be completed by the tenderer)
51% owned by Black male and Black women and Black youth and People living with disabilities	10	
51% owned by Black male or Black women or Black youth or People living with disabilities (at least two of the above designated groups must achieved)	8	
51% owned by Black male or Black women or Black youth or People living with disabilities	6	
Less than 51% owned by Black male, Black women, Black youth, People living with disabilities	4	
Other	0	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation
- Public Company
- Personal Liability Company
- (Pty) Limited
- Non-Profit Company
- State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.



	SIGNATURE(S) OF TENDERER(S)
SURNAME AND NAME:
DATE:
ADDRESS:



5.4: CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

between

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

(Registration No. 1993/004149/30)

("Airports Company")

of

Western Precinct, Aviation Park

O.R. Tambo International Airport

1 Jones Road

Kempton Park

1632

AND

[NAME OF SERVICE PROVIDER]

(Registration No: _____)

("_____")

of

[Service Providers Address]

1. **INTERPRETATION**

In this agreement -

- 1.1 "confidential Information" – is information, which is confidential to the disclosing party, and includes whether in written, graphic, oral, proprietary, tangible, intangible, electronic or other form, and, -
 - 1.1.1 any information in respect of know-how, formulae, statistics, processes, systems, business methods, marketing, trading and merchandising methods and information, promotional and advertising plans and strategies, pricing, financial plans and models, inventions, long-term plans, research and development data, user or consumer/ customer data and profiles, ideas, computer programmes, drawings and any other information of confidential nature of the disclosing party, in whatever form it may be;
 - 1.1.2 the contractual business and financial arrangements of the disclosing party and others with whom it has business arrangements of whatever nature;
 - 1.1.3 all information peculiar to the business of the disclosing party which is not readily available to a competitor of the disclosing party in the ordinary course of business;
 - 1.1.4 the fact of and content of any discussions between the disclosing party and the receiving party as well as the existence and content of any agreement, which may be concluded between the disclosing party and the receiving party;
 - 1.1.5 all other matters of a confidential nature which relate to the disclosing party's business;
 - 1.1.6 generally, information which is disclosed in circumstances of confidence or would be understood by the parties, exercising reasonable business judgement, to be confidential;
 - 1.1.7 all information of whatsoever nature relating to the disclosing party as contemplated in 2.1 below; but does not include information which -
 - 1.1.8 is or hereafter becomes part of the public domain, otherwise than as a result of a breach or default of the receiving party or of a representative or affiliate of the receiving party;
 - 1.1.9 can be shown to have been lawfully in the possession of the receiving party or its affiliates or consultants prior to its disclosure and is not subject to an existing agreement between the disclosing party and the receiving party;
 - 1.1.10 is acquired by the receiving party independently from a third party who lawfully acquired such information without restriction and who had not previously obtained the confidential information directly or indirectly under a confidentiality obligation from the disclosing party;
 - 1.1.11 is acquired or developed by the receiving party independently of the disclosing party and in circumstances which do not amount to a breach of the provisions of this agreement; is disclosed or released by the receiving party to satisfy an order of a court of competent jurisdiction or to otherwise comply with the provisions of any law or regulation in force at the time or the requirements of any recognised stock exchange; provided that, in these circumstances, the receiving party shall inform the disclosing party of the requirement to disclose prior to making the disclosure and provided further that the receiving party will disclose only that portion of the confidential information which it is legally required to so disclose; and the receiving party will use its reasonable endeavours to protect the confidentiality of such information to the widest extent lawfully

possible in the circumstances (and shall co-operate with the disclosing party if it elects to contest any such disclosure);

For the purposes of this agreement the party, which discloses confidential information, shall be referred to as “the disclosing party” and the party, which receives the confidential information, shall be referred to as “the receiving party”.

- 1.2 ““affiliate” –of a Party means any person, now or hereafter existing, who directly or indirectly controls, (*holding company*) or is controlled or is under common control of such Party (subsidiary company); a Person “controls” another person if it holds or is beneficially entitled to hold , directly or indirectly, other than by way of security interest only, more than 50% of its voting , income or capital;
- 1.3 “disclosing party” – the party disclosing confidential information in terms of this agreement and being Airports Company;
- 1.4 “receiving party” – the party receiving confidential information in terms of this agreement;
- 1.5 “the parties” – the Airports Company and _____.

2. **INTRODUCTION**

- 2.1 The parties intend to provide each other with certain information pertaining to their operations and the parties are in the process of discussing certain matters with a view to concluding an agreement (“the potential agreement”), which discussions have required and will require the disclosure to one another of information of a proprietary, secret and confidential nature. Whether or not the parties conclude the potential agreement will not affect the validity of this agreement.
- 2.2 If the confidential information so disclosed is used by the receiving party for any purpose other than that for which its use is authorized in terms of this agreement or is disclosed or disseminated by the receiving party to another person or entity which is not a party to this agreement, this may cause the disclosing party to suffer damages and material financial loss.
- 2.3 This agreement shall also bind the parties, notwithstanding the date of signature hereof, in the event that either party shall have disclosed any confidential information to the other party prior to date of signature hereof.
- 2.4 The parties wish to record the terms and conditions upon which each shall disclose confidential information to the other, which terms and conditions shall constitute a binding and enforceable agreement between the parties and their agents.

3 USE OF CONFIDENTIAL INFORMATION

Any confidential information disclosed by the disclosing party shall be received and used by the receiving party only for the limited purpose described in 2.1 above and for no other purpose.

4 NON-DISCLOSURE

4.1 THE RECEIVING PARTY undertakes that –

4.1.1 it will treat the disclosing party's confidential information as private and confidential and safeguard it accordingly;

4.1.2 it will not use (except as permitted in 3 above) or disclose or release or copy or reproduce or publish or circulate or reverse or engineer and/or decompile or otherwise transfer, whether directly or indirectly, the confidential information of the disclosing party to any other person or entity; and the receiving party shall take all such steps as may be reasonably necessary to prevent the disclosing party's confidential information falling into the hands of unauthorised persons or entities;

4.1.3 it shall not disclose the confidential information of the disclosing party to any employee, consultant, professional adviser, contractor or sub-contractor or agent of the receiving party (collectively referred to herein as "representative") or an affiliate of the receiving party, nor shall they be given access thereto by the receiving party -

4.1.4 unless it is strictly necessary for the purposes referred to in 2.1 above; and

4.1.5 the receiving party shall have procured that the representative, affiliate or consultant to whom or to which such information is disclosed or made available shall have agreed to be bound by all the terms of this agreement, and, in such event, the receiving party hereby indemnifies the disclosing party against any loss, harm or damage which it may suffer as a result of the unauthorised disclosure of confidential information by a representative, affiliate or consultant.

4.2 Any documentation or written record or other material containing confidential information (in whatsoever form) which comes into the possession of the receiving party shall itself be deemed to form part of the confidential information of the disclosing party. The receiving party shall, on request, and in any event if the discussions referred to in 2.1 above should not result in an agreement, return to the disclosing party all of its confidential information which is in physical form (including all copies) and shall destroy any other records (including, without limitation, those in machine readable form) as far as they contain the disclosing party's confidential information. The receiving party will, upon written or oral request from the disclosing party and within five (5) business days of the disclosing party's request, provide the disclosing party with written confirmation that all such records have been destroyed.

5. **COPIES**

- 5.1 The receiving party may only make such copies of the disclosing party's confidential information as are strictly necessary for the purpose and the disclosures which are not in breach of this agreement and authorized in terms of this agreement. The receiving party shall clearly mark all such copies as "Confidential".
- 5.2 At the written request of the disclosing party, the receiving party shall supply to the disclosing party a list showing to the extent practical –
- 5.2.1 where copies of the confidential Information are held;
 - 5.2.2 copies that have been made by the receiving party (except where they contain insignificant extracts from or references to confidential information) and where they are held; and
 - 5.2.3 the names and addresses of the persons to whom confidential information has been disclosed and, if applicable, a copy of the confidentiality undertaking signed by such persons complying with the provisions of this agreement.

6. **THE USE OF THE COMPANY'S INTELLECTUAL PROPERTY**

- 6.1 The receiving party shall not use any intellectual property of the Company (including trademarks, service marks, logos, slogans, trade names, brand names and other indicia of origin) (collectively, the "Company IP") for any reason whatsoever without first obtaining the Company's prior written consent which consent the Company shall be entitled to grant solely at its own discretion.
- 6.2 If the receiving party requires the use of such Company IP, a request must be sent to Alicia.Sekoati@airports.co.za. Each single request by the same receiving party shall be treated as a new request.
- 6.3 Should the Company provide its consent in terms of clause 6.1 above, the receiving party shall comply with the Company's policies and standards with regard to the use of the Company IP. Such policies and standards shall be communicated to the receiving party at the time the Company grants the consent to the receiving party.
- 6.4 Failure to adhere to the provisions of this clause 6 or the policies, brand requirements and protocols that will be communicated by the Brand Custodians Office to the receiving party, shall result in the penalty equal to the value of 2% (two per cent) of the receiving party's annual turnover in the financial year in which the aforesaid failure occurred.

7. **DURATION**

- 7.1 Subject to Clause 2.3 this agreement shall commence or shall be deemed to have commenced on the date of signature of this agreement by the last party to sign the agreement.

7.2 This agreement shall remain in force for a period of **5** years (“the term”), or for a period of one (1) year from the date of the last disclosure of confidential information to the receiving party, whichever is the longer period, whether or not the parties continue to have any relationship for that period of time.

8. **TITLE**

8.1 All confidential information disclosed by the disclosing party to the receiving party is acknowledged by the receiving party:

8.1.1 to be proprietary to the disclosing party; and

8.1.2 not to confer any rights to the receiving party of whatever nature in the confidential information.

9. **RELATIONSHIP BETWEEN THE PARTIES**

9.1 The disclosing party is not obliged, by reason of this agreement, to disclose any of its confidential information to the receiving party or to enter into any further agreement or business relationship with the receiving party. Nothing herein shall imply or create any exclusive relationship between the Parties or otherwise restrict either Party from pursuing any business opportunities provided it complies at all times with the non-disclosure obligations set forth herein.

9.2 The disclosing party retains the sole and exclusive ownership of intellectual property rights to its confidential information and no license or any other interest in such confidential information is granted in terms hereof or by reason of its disclosure.

9.3 The termination of the discussions referred to in 2.1 above shall not release the parties from the obligations set out in this agreement.

10. **ENFORCEMENT, GOVERNING LAWS AND JURISDICTION**

10.1 This agreement shall be governed by and interpreted according to the laws of the Republic of South Africa, without reference to the choice of laws' provisions of the Republic of South Africa. In the event of a conflict between or inconsistency in the laws applicable in the various provinces of the Republic of South Africa, the law as applied and interpreted in the Gauteng Province shall prevail.

10.2 The parties irrevocably submit to the exclusive jurisdiction of the High Court of South Africa, Witwatersrand Local Division, in respect of any action or proceeding arising from this agreement.

10.3 The parties agree that, in the event of a breach of this agreement, monetary damages would not be an adequate remedy. In the event of a breach or threatened breach of any provisions of this agreement by the receiving party, the disclosing party (and/or its relevant affiliate) shall be entitled to injunctive relief in any court of competent jurisdiction and the receiving party shall reimburse the disclosing party for any costs, claims, demands or liabilities arising directly or indirectly out of a breach. Nothing contained in this agreement shall be construed as prohibiting a party or its affiliate from pursuing any other remedies available to it for a breach or threatened breach.

10.4 The failure by the disclosing party to enforce or to require the performance at any time of any of the provisions of this agreement shall not be construed to be a waiver of such provision, and shall not affect

either the validity of this agreement or any part hereof or the right of the disclosing party to enforce the provisions of this agreement.

11. **DOMICILIUM**

- 11.1 The parties choose as their *domicilium* the addresses indicated in the heading to this agreement for the purposes of giving any notice, the payment of any sum, the serving of any process and for any other purpose arising from this agreement.
- 11.2 Each of the parties shall be entitled from time to time, by written notice to the other, to vary its domicilium to any other address which is not a post office box or poste restante.
- 11.3 Any notice required or permitted to be given in terms of this agreement shall be valid and effective only if in writing.
- 11.4 Any notice given and any payment made by one party to the other ("the addressee") which:
- 11.4.1 is delivered by hand during the normal business hours of the addressee at the addressee's domicilium for the time being shall be presumed, until the contrary is proved, to have been received by the addressee at the time of delivery;
- 11.4.2 is posted by prepaid registered post from an address within the Republic of South Africa to the addressee at the addressee's domicilium for the time being shall be presumed, until the contrary is proved, to have been received by the addressee on the fourth day after the date of posting;
- 11.4.3 is transmitted by facsimile to the addressee's receiving machine shall be presumed, until the contrary is proved, to have been received within one (1) hour of transmission where it is transmitted during normal business hours or, if transmitted outside normal business hours, within one (1) hour of the resumption of normal business hours on the next normal business day.

12. **GENERAL**

- 12.1 No party shall be bound by any representation, warranty, undertaking, promise or the like not recorded in this agreement.
- 12.2 No addition to, variation or agreed cancellation of this agreement shall be of any force or effect unless in writing and signed by or on behalf of the parties.
- 12.3 Any indulgence which either party may show to the other in terms of or pursuant to the provisions contained in this agreement shall not constitute a waiver of any of the rights of the party which granted such indulgence.
- 12.4 The parties acknowledge that this agreement and the undertakings given by it in terms hereof are fair and reasonable in regard to their nature, extent and period and go no further than is reasonably necessary to protect the interests of the parties.
- 12.5 The parties hereby confirm that they have entered into this agreement with full and clear understanding of the nature, significance and effect thereof and freely and voluntarily and without duress.
- 12.6 Neither party shall have the right to assign or otherwise transfer any of its rights or obligations under this agreement.



- 12.7 This agreement may be executed in several counterparts that together shall constitute one and the same instrument.
- 12.8 In this agreement, clause headings are for convenience and shall not be used in its interpretation.
- 12.9 Each clause of this agreement is severable, the one from the other and if any one or more clauses are found to be invalid or unenforceable, that clause shall not affect the balance of the clauses which shall remain in full force and effect.

SIGNED at _____ on _____ day of _____ 202__

[NAME OF SERVICE PROVIDER]

the signatory warranting that s/he is duly authorised thereto.

Name: _____

Designation: _____

AS WITNESSES

1. _____

2. _____



5.5: ACCEPTANCE OF TERMS AND CONDITIONS OF RFP AND BIDDER’S PARTICULARS

TO: Airports Company South Africa SOC Limited (ACSA)
 Airports Company South Africa Limited.

Proposal No: **KSIA7489/2024**

1. Bidder’s Name and Contract Details

Bidder:	
Physical Address:	
Correspondence to be addressed to:	
Phone numbers:	
Email Address:	
Contact Person:	

2. Proposal Certification

We hereby submit a Proposal in respect of the Request for Carpark Management Services for a period of 5 years, in accordance with Airports Company South Africa’s requirements.

- We acknowledge that Airports Company South Africa’s terms and conditions (as amended and mutually agreed between the parties if necessary) shall apply to the agreement with the successful Bidder,
- We have read, understand and agree to be bound by the content of all the conditions of this bid and documentation provided by Airports Company South Africa in this Request for Proposal.
- We accept that Airports Company South Africa’s Bid Adjudication Committee decision is final and binding.
- We acknowledge that the bidder/s, directors, shareholders and employees may be subjected to security vetting by Airport Company South Africa or its agent.



- We certify that all forms of Proposal as required in the Proposal document are included in our submission.
- We certify that all information provided in our Proposal is true, accurate, complete and correct.
- This Proposal is specific to this bid only.
- The undersigned is/are authorized to submit and sign the Proposal that shall be binding on closure of the Proposal submission.
- The Proposal is binding on this Bidder for a period which lapses after *one hundred and twenty (120) days* calculated from the closing date for Proposal submission.

Thus, done and signed at		on this the		day of		202
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Signature:	
Name:	

For and behalf of:

Bidding entity name:	
Capacity:	

5.6 INVITATION TO BID SBD 1**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE AIRPORTS COMPANY SOUTH AFRICA					
BID NUMBER:	KSIA7489/2024	CLOSING DATE:	8 August 2024	CLOSING TIME:	12:00PM
DESCRIPTION	CARPARK MANAGEMENT SERVICES FOR A PERIOD OF 5 YEARS AT THE AIRPORTS COMPANY SOUTH AFRICA'S (ACSAs) KING SHAKA INTERNATIONAL AIRPORT (KSIA)				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
King Shaka International Airport					
La Mercy					
MSO Building (Multi Storey Office Block)					
Ground Floor, Reception					
Outside Terminal Building					
Opposite Pickup Zone					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Alicia Sekoati		CONTACT PERSON	Alicia Sekoati	
TELEPHONE NUMBER	011 723 1400		TELEPHONE NUMBER	011 723 1400	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	Alicia.Sekoati@airports.co.za		E-MAIL ADDRESS	Alicia.Sekoati@airports.co.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA



<p><i>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?</i></p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>[IF YES ENCLOSE PROOF]</p>	<p><i>ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?</i></p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>[IF YES, ANSWER THE QUESTIONNAIRE BELOW]</p>
--	--	---	--

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

<p>IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?</p>	<p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>
<p>DOES THE ENTITY HAVE A BRANCH IN THE RSA?</p>	<p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>
<p>DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?</p>	<p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>
<p>DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?</p>	<p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>
<p>IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?</p>	<p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>
<p>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.</p>	

