



REQUEST FOR PROPOSAL (RFP) FOR THE ACQUISITION OF E-HAILING OPERATORS AT ALL ACSA'S AIRPORTS FOR A PERIOD OF THREE (3) YEARS.

Bid Number: : COR7646/2024/RFP

Issue Date : 14 May 2025

Non-Compulsory Briefing Session : 26 May 2025 at 10:00 am VIA MS TEAMS

Query Closing Date : 2 June 2025

BID CLOSING DATE AND TIME : 17 June 2025 at 12:00 (mid-day)

THIS TENDER IS OPEN TO COMPANIES BASED IN SOUTH AFRICA ONLY.

NAME OF BIDDER: _____
(Bidding Entity/Company)



Indicate which site you are submitting your bid for by ticking the box provided. Each site should be tendered for separately and will be evaluated accordingly and contract will be entered into.

Number	Services	✓
1.	OR Tambo International Airport (ORTIA)	
2.	Cape Town International Airport (CTIA)	
3.	King Shaka International Airport (KSIA)	
4.	Chief Dawid Stuurman International Airport (CDSIA)	
5.	Bram Fischer International Airport (BFIA)	
6.	King Phalo Airport (KPA)	
7.	George Airport (GG)	
8.	Kimberly Airport (KM)	
9.	Upington International Airport (UP)	

NAME OF BIDDER: _____
(Bidding Entity/Company)



Contents

PART A & B	Invitation To Bid
SECTION 1	Instruction To Bidders
SECTION 2	Background, Purpose & SCOPE
SECTION 3	Evaluation Criteria
SECTION 4	Returnable Documents/Schedules
SECTION 5	Services Agreement (Attached separately)
APPENDICES	Appendix 1: Services Agreement



PART A

SBD 1: INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE AIRPORTS COMPANY SOUTH AFRICA					
BID NUMBER:	COR7646/2024/RFP	CLOSING DATE:	17 June 2025	CLOSING TIME:	12:00 (mid-day)
DESCRIPTION	Request for Proposal (RFP) for the Acquisition of E-Hailing Operators at All Acsa's Airports for a Period of Three (3) Years.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
O R Tambo International Airport (Kempton Park, Johannesburg)					
Terminal A Building - 3rd Floor					
(en route to the Viewing Deck; ACSA Offices North wing)					
TENDER BOX "A"					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	M Gounden		CONTACT PERSON	M Gounden	
TELEPHONE NUMBER	n/a		TELEPHONE NUMBER	n/a	
FACSIMILE NUMBER	n/a		FACSIMILE NUMBER	n/a	
E-MAIL ADDRESS	tenders.scm1@airports.co.za		E-MAIL ADDRESS	tenders.scm1@airports.co.za	
SUPPLIER/OPERATOR 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:			CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO

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.

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER MUST ENSURE THEY HAVE A FULLY COMPLETED AND SIGNED WRITTEN CONTRACT POST AWARD.
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE



SARS WEBSITE WWW.SARS.GOV.ZA.

2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.

2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.

2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

(Proof of authority must be submitted e.g. company resolution)

DATE:



SECTION 1: INSTRUCTIONS TO BIDDERS

1.1. Access to bid documents

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

1.2. Submission of bid documents

- The bidder must **submit bids in duplicate Printed format (1 Original and 1 Copy) AND Electronic format** using a USB memory stick/Flash Drive physically attached to the bid document.
- The printed original will be legal and binding. In the event of discrepancies between any of the submitted documents/information; the printed original will take precedence.
- 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 and contract must be signed or stamped with the bidder's stamp as proof that the bidder has read the tender and contract documents.
- Bids must be sealed in clearly marked envelopes/package indicating which is "Original" and which is "Copy" and marked with Bidder's name, return address and contact details on the back of the envelope; And on the front of the envelope - Bidder Reference Number, Bid Description, and the details of the Supply Chain Management department where the bid will close (refer 1.2.1. below).
- **Please ensure that the packaging of the tender document is not a large box but a leverach file size package that can fit in the tender box insertion point.**
- Please arrive early at the airport in order to avoid being late to the tender box/closing.

BID DOCUMENTS MUST BE SUBMITTED ON OR BEFORE 12:00pm (Mid-Day) ON 17 June 2025 USING THE FOLLOWING METHOD:

1.2.1. Hand delivery/Tender Box

The bid document must be delivered to the address below :

O R Tambo International Airport (Kempton Park, Johannesburg)
Terminal A Building - 3rd Floor
(en route to the Viewing Deck; ACSA Offices North wing)
TENDER BOX "A"



1.3. Alternative Bids – *Not Applicable*

Alternative bids will not be accepted.

1.4. Late Bids

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

There will not be a public opening of tender documents.

1.5. Clarification and Communication

Name:	M Gounden
Email:	tenders.scm1@airports.co.za

- 1.5.1. Request for clarity or information on the bid may only be requested until **2 June 2025**. 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.
- 1.5.2. ACSA will respond to queries on or before **5 June 2025**.
- 1.5.3. 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.



1.6. Non-Compulsory Briefing Session

A non-compulsory briefing session will be held on **26 May 2025 at 10:00 AM.**

The session will be held **ONLINE via MICROSOFT TEAMS** – refer link below

Microsoft Teams

[Join the meeting now](#)

Meeting ID: 359 548 979 137 6

Passcode: 2X4nU7HR

OR

Dial in by phone : [+27 21 834 0841](#)

Phone conference ID: 87309567#

1.7. 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.

1.7.1 JOINT-VENTURE (JV)

Where bidders choose to JV, all the necessary JV documentation must be submitted.

A company cannot be part of a JV bid submission and bid on it's own – both bids will be disqualified.



1.8. Disclaimers

It must be noted that ACSA reserves its right to:

- 1.8.1. Award the whole or a part of this bid;
- 1.8.2. Split the award of this bid;
- 1.8.3. Negotiate with all or some of the shortlisted bidders;
- 1.8.4. Award the bid to a bidder other than the highest scoring bidder where objective criteria allows;
- 1.8.5. To reject the lowest acceptable bid received; and/or
- 1.8.6. Cancel this bid.

1.9 This bid document may not be changed or altered in any manner, any change to the content of the bid document will lead to disqualification as it will be changing the terms and conditions of the tender.

1.10. Validity Period

- 1.10.1. 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 offered by the bidder must remain firm and valid. ACSA may, in exceptional circumstances, request for an extension of validity period.

1.11. Confidentiality of Information

- 1.11.1. 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,

- 1.11.2. 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.



1.12. ACSA airports are National Key Points and therefore has to comply with the laws prescribed by the security cluster of the Country. Bidders and their agents/sub-contractors etc may be subjected to security vetting. Where deemed necessary, ACSA will not contract with a bidder that does not comply with the security vetting requirement.

1.13. Bidder to comply with all relevant legislation for this service/works/contract.

1.14. 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**

NB: In addition to evaluation process and information provided; no award will be made in the following instances:-

- Any person whose tax matters have not been declared in order by South African Revenue Service.
- Where an entity is not registered on the CSD (Central Supplier Database) with National Treasury. Bidders must supply their unique number.
- Where bidders have an outstanding debt with no acceptable payment structure/plan with ACSA, as of closing date of this bid.
- A negative outcome on Credit Vetting.
- Those bidders that are in litigation with ACSA.



SECTION 2: BACKGROUND, PURPOSE, AND SCOPE OF WORK/SERVICE

2.1 Background and/or Purpose of this Bid

Since its inception 31 years ago, Airports Company South Africa SOC Limited (ACSA) has transformed into a focused commercial enterprise that is market-driven and customer service oriented. The company was formed in 1993 as a public company under the Companies Act of 1973, as amended, and the Airports Company Act of 1993, as amended.

ACSA operates South Africa's Nine (9) principal airports, comprised of the country's major international airports, namely, O.R. Tambo (ORTIA), Cape Town (CTIA) and King Shaka (KSIA) and the smaller regional airports, namely, Chief Dawie Stuurman International Airport (PLZ), King Phalo Airport (ELN), George Airport (GRJ), Bram Fischer (BRAM), Kimberley Airport (KMB), Upington (UTN). ACSA's registered corporate office operates from Airport Park in Kempton Park right next to the OR Tambo International Airport.

ACSA's vision is to be the most sought-after partner in the world for the provision of sustainable airport management solutions by 2030. ACSA's strategy is to create and operate world-class airports measuring up to international standards, its strategic intent is supported by three strategic pillars, namely:

- Run Airports: Run our airports efficiently, optimally, and innovatively.
- Develop Airports: Optimise assets and plan for new capacity and growth opportunities.
- Grow Footprint: Seek growth opportunities in the continent and world.



Run airports



Develop airports



Grow footprint



2.2 Purpose

- As a Company, ACSA's vision is to be the most sought-after partner in the world for the provision of sustainable airport management solutions. ACSA's Commercial Division's vision and intent is to be a world-class airport, commercial business that delivers superior non-aeronautical returns and enhances customer experiences through collaboration with our commercial partners. In so doing, ACSA's purpose is to create a world-class e-hailing environment providing the highest level of service and convenience for e-hailing users at Airport terminals across the network. Aligned to the company's strategy of creating stakeholder value and increasing the non-aeronautical revenue, the e-hailing strategy is to continue to earn and grow e-hailing revenues by optimally locating e-hailing facilities on ACSA airports. In line with this, ACSA would like to ensure the e-hailing at the airports remain a dominant intermodal mode of transport from air to road (and vice versa).

2.3 Scope of Work

2.3.1 Employers Objectives and scope of work

ACSA's objective is to appoint a E-hailing service provider across all airports.

- OR Tambo International Airport (ORTIA)
- Cape Town International Airport (CTIA)
- King Shaka International Airport (KSIA)
- Chief Dawid Stuurman International Airport (CDSIA)
- Bram Fischer International Airport (BFIA)
- King Phalo Airport (KPA)
- George Airport (GG)
- Kimberly Airport (KM)
- Upington International Airport (UP)



2.3.2 Site Information

The current site-specific information is as follows:

• SITE
• OR Tambo International Airport (ORTIA)
• Cape Town International Airport (CTIA)
• King Shaka International Airport (KSIA)
• Chief Dawid Stuurman Airport (CDSIA)
• Bram Fischer International Airport (BFIA)
• King Phalo Airport (KPA)
• George Airport (GG)
• Kimberly Airport (KM)
• Upington Airport (UP)

Staging Area: Staging area may become available at certain airports at a fee to be determined.
This will only be available to successful operator/s depending on availability.

2.3.3 Extent of the Services

- The operator must take responsibility for the safety of transit of the passengers
- The operator must have a reliable technology or process of managing or accepting ride request from passengers either through a mobile app etc.
- The operator must have proper GPS or either other navigation apps to determine the best and fastest routes for clients.
- The operator must have proper app or process of which offer the client service feedback survey, which will help the operator to improve service, safety and efficiency always.
- The operator must make sure that all vehicles are well maintained, clean and comfortable for passengers' safety.



- The operator should have daily inspection sheet for all vehicles before beginning of the shift to ensure that vehicles are in an acceptable condition (Clean).
- The operator must make sure that drivers assist passengers with loading and offloading their luggage, training should be provided to avoid customer complaints.
- All e-hailing drivers must attend ACSA customer service training (Pride in Action) to be able to provide excellent customer service and handling customer complaints or concerns professionalism.
- All e-hailing management must conduct security checks on all drivers
- It would be advantageous if drivers are trained to handle unforeseen situations or emergencies, such as car breakdowns or accidents or medical emergencies. (First Aid).
- All operators must have training for drivers once a year on patience and stress management skills to handle challenging customer and stressful traffic situations calmly and professionally.
- ACSA will also monitor the cleanliness and roadworthy vehicles.

2.3.4 Insurance

- Operators of e-hailing services must have a comprehensive car insurance cover and comply with South African laws for carrying paying passengers.

2.3.5 Contract Management and Expectations form Operator

The following conditions will be applicable in this agreement:

- The number of e-hailing opportunities vary per airport based on size and the extent of the e-hailing Pick-Up area at the respective airport.
- The agreement will be for a period of 3 years from the effective date.
- Operators will be required to submit monthly pickup statistics and transaction declarations per airport and will also be required to submit to ACSA the accurate number of pick-up and drop-off made per Month.
- Operator should not be in legal dispute with ACSA.
- All the pickups from all the e-hailing operators will be charged at R10.00 per pickup



- The minimum pickup fees will escalate by 8% annually.
- Operators are responsible for the cost of security, cleaning and management of their holding area. Operators will be required to comply with the standard signage rules within the specific area of the airport.
- Operators will be required to submit their security and safety plans for assessment by the ACSA Security division. Operators are informed that only ACSA approved security contractors can be employed at the airport. The security cost within the e-hailing environment will be for the operator's account.
- Operators will be required to conform to the management rules at the airport. Spot fines will be levied for transgressions of these management rules:
 - First transgressions will be: Written warning
 - Second transgressions will be: R5000.00
 - Third transgressions will be: R10 000
- The issuing of the fines shall not prejudice ACSA's right to terminate the contract.
- Operators must ensure that driver are dressed presentable. We don't want drivers to look like criminals or suspicious.
- Operator should refrain from playing loud music.
- Operator should refrain from cleaning of vehicle at our premises.
- Operator drivers should refrain from loitering and touting.
- The operator must have proper app or process of which offer the client service feedback survey, which will help the operator to improve service, safety and efficiency always.
- The operator must make sure that all vehicles are well maintained, clean and comfortable for passengers' safety.
- The operator must have a reliable technology or process of managing or accepting ride request from passengers either through a mobile app etc.
- The successful operator will allow ACSA to conduct site inspections at regular intervals or as and when ACSA requires conducting such inspections.



- The operator must make sure that drivers assist passengers with loading and off-loading their luggage, training should be provided to avoid customer complaints.
- All e-hailing drivers must attend ACSA customer service training to be able to provide excellent customer service and handling customer complaints or concerns professionalism. (Pride in Action)
- All e-hailing management must conduct security checks on all drivers.
- It would be advantageous if drivers are trained to handle unforeseen situations or emergencies, such as car breakdowns or accidents or medical emergencies. (First Aid).
- E-Hailing Operator must comply with relevant South African legislation, section 66(a) of the National land transport Amendment Act, 2024
- Operators must specify after how many cancellations they can penalise the driver, this will help us to manage customer expectations at the airport.
- The successful operator/s shall undertake to make provisions for the ACSA review meetings at intervals to be advised from time to time.
- Vehicles must be roadworthy while in operation.
- Passenger (PAX) figures provided below:

Passenger (PAX) Report (Pre-Covid and Financial Year 2024/5)

Pre-COVID									
Market Segment	JNB	CPT	DUR	PLZ	ELS	GRJ	BFN	KIM	UTN
International	4,430,687	1,199,229	192,628	0	0	0	0	0	0
Regional	422,081	89,626	6,253	0	0	0	0	0	0
Domestic	5,582,714	4,088,574	2,854,395	848,447	462,079	413,782	177,240	74,992	24,163
Unscheduled	35,224	6,707	3,899	895	1,163	3,874	2,331	1,572	1,910
Total	10,470,706	5,384,136	3,057,175	849,342	463,242	417,656	179,571	76,564	26,073

FY 2024/2025									
Market Segment	JNB	CPT	DUR	PLZ	ELS	GRJ	BFN	KIM	UTN
International	3,753,499	1,462,995	164,104	189	0	0	0	0	0
Regional	381,317	103,917	2,905	0	0	0	0	0	0
Domestic	5,111,616	3,683,906	2,357,810	760,609	419,319	419,609	190,927	80,904	25,838
Unscheduled	33,964	8,707	3,517	866	391	743	2,391	622	2,603
Total	9,280,396	5,259,525	2,528,336	761,664	419,710	420,352	193,318	81,526	28,441
Recovery	89%	98%	83%	90%	91%	101%	108%	106%	109%

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 and functionality criteria for this bid**. 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
Functionality: Evaluate on functionality or the technical aspect of the bid.	Price and Preference	Post tender negotiations (where applicable)	Vetting (Security / / Credit etc) Where/If required

3.3 Stage 1 - Functionality

In determining the bidder's capacity and capability for **commercial/leasing opportunities** , bidders will be evaluated on functionality. Functionality is the terminology used to define the technical ability of the Tenderer, based on experience to operate/execute commercial/leasing opportunities.

Points allocated for Functionality shall be evaluated in accordance with the criteria as listed below. An overall minimum threshold of **70 points out of 100** must be achieved for bidder to be considered for operating an e-hailing service at the airport/s. Bidders who fail to achieve a minimum threshold of **70 points out of 100** will be disqualified and not be eligible for further consideration.



Functionality Evaluation Summary

Description of Quality criteria	WQ / POINTS
Bidder/Company Experience	50
E-Hailing Operating and Reporting System	50
TOTAL	100
Bidders who do not score a minimum of 70/100 will be disqualified and not considered further.	

FUNCTIONALITY CRITERIA DETAILS FOLLOW BELOW:

DETAILED FUNCTIONALITY CRITERIA:

#	Evaluation Criteria	Total Weighted Points								
1	COMPANY / ENTITY EXPERIENCE (E-HAILING OPERATOR)	50								
• The bidder (E-Hailing Operator) must provide proof of relevant Experience for similar service viz. e-Hailing. • Provide company registration documents and/or CSD registration report. • Provide company profile Points will be awarded as follows: <table><tr><td>>3 years experience</td><td>- 50 points</td></tr><tr><td>>2- 3 years experience</td><td>- 40 points</td></tr><tr><td>>1-<2 years year experience</td><td>- 30 points</td></tr><tr><td>Less than 1 year experience</td><td>- 20 points</td></tr></table>			>3 years experience	- 50 points	>2- 3 years experience	- 40 points	>1-<2 years year experience	- 30 points	Less than 1 year experience	- 20 points
>3 years experience	- 50 points									
>2- 3 years experience	- 40 points									
>1-<2 years year experience	- 30 points									
Less than 1 year experience	- 20 points									

#	Evaluation Criteria	Total Weighted Points
2.	E-HAILING OPERATIONAL & REPORTING SYSTEM	50
Bidder to provide details of their E-Hailing operational and reporting system in their bid submission.		
Points will be awarded as follows:		
2.1	E-Hailing Operating System – 30 points Bidder's operating system should demonstrate the below features. • Trip information • Driver information • Passenger communication • Navigation aids • Passenger Safety Assurance System that has all of the above features = 30 points System that has 4 of the above features = 20 points System that has 3 of the above features = 15 points System that has 2 or less than 2 of the above = 5 points	
2.2	E-Hailing System to have at least the following Reporting Output capability – 20 Points • Number of trips • Dwell time • Driver portfolio / classification • Driver behaviour/compliance/performance System that reports on all of the above = 20 points System that reports on 3 of the above = 15 points System that reports on 2 of the above = 10 points System that reports on less than 2 of the above = zero (0) points	
2.3	Presentation and demonstration of E-Hailing system capabilities Bidders who score the minimum threshold of 70/100 points will be invited to present their system capabilities. Final scoring on the e-hailing system will be based on both the bid information submitted and the presentation and demonstration of the system. If system does not demonstrate the capabilities as per information submitted in the bid document, scoring will be adjusted accordingly.	



3.4 Stage 2 - PRICE AND PREFERENCE (80/20 OR 90/10)

This is the final stage of the evaluation process, unless prescribed Objective Criteria is used, and will be based on the PPPFA preference point system. Bidders will be ranked by applying either the preferential point scoring 80/20 for bids with the rand value below R50 million OR 90/10 for bids with the rand value above R50 million, inclusive of all applicable taxes.

Either the 90/10 or 80/20 preference point system will be applicable in this tender.

3.4.1 PRICE:

FOR THIS TENDER, ALL QUALIFYING BIDDERS WILL SCORE THE SAME POINTS FOR PRICE AS THE PRICE IS R10 PER PICK-UP FOR ALL BIDDERS, WITH AN 8% ANNUAL ESCALATION.

BIDDERS DO NOT NEED TO TENDER A PRICE.

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

Where:

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



3.4.2: PREFERENCE

Evaluation of Preference

ACSA will score specific goals out of 20 or 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 20 or 10. ACSA will not disqualify the bidder.

See below Specific goals that must be achieved for this bid:

Specific Goals	Score	Score
	10	20
51% owned by Black male and Black women and Black youth and People living with disabilities	10	20
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 be achieved)	8	15
51% owned by Black male or Black women or Black youth or People living with disabilities	6	10
Less than 51% owned by Black male, Black women, Black youth, People living with disabilities	4	5
Other	0	0

Bidder to provide proof to support The Preference Points being Claimed.

- a) Provide original or certified copy of Valid Sworn Affidavit OR
 - b) Valid B-BBEE Certificate from a SANAS accredited rating agency (together with B-BBEE report)
 - If bidder is a Joint Venture (JV) – a consolidated B-BBEE certificate from a SANAS accredited agency must be provided (together with B-BBEE report)
- as prescribed by the B-BBEE Act and its relevant/most recent Codes of Good Practice
- a) Any other supporting information.

IN ORDER TO SCORE FOR PREFERENCE POINTS, BIDDER MUST PROVIDE SUPPORTING INFORMATION (PROOF) THAT IS RELEVANT TO THE SPECIFIC GOALS.

Criteria for breaking deadlock in scoring:

- 1) If two or more tenderers score an equal total number of points, the contract must be awarded to the tenderer that scored the highest points for specific goals.
- 2) If two or more tenderers score equal total number of points in all respects, the award must be decided by the drawing of lots.



FEE/PRICE TO OPERATE AT ACSA AIRPORTS

- ACSA charge per Pick-Up rate is ZAR 10,00 at the start of the contract.
- An annual Escalation rate of 8% will apply to the contract for its duration of 36 Months (3 years)
- Should holding areas be made available post the award – the cost per bay will be communicated accordingly.

SECTION 4: RETURNABLE DOCUMENTS (4.1 / 4.2 & Appendix 1)

Document/Information	Completed and/or Submitted ✓ / X
4.1 FUNCTIONALITY CRITERIA	
(Refer Section 3 – Evaluation Criteria for Detailed Requirements)	
a) CIPC Company Registration Documents and or CSD Registration report	
b) Company Profile	
c) E-Hailing Operating System Information	
4.2 PRICE AND PREFERENCE	
4.2.1 Pricing Returnable	Not Applicable (N/A)
4.2.2 Preference Returnable	
Bidder to provide proof of Preference points being claimed. • Provide original or certified copy of Valid sworn affidavit OR • B-BBEE Certificate (and Scorecard) from a SANAS accredited rating agency as prescribed by the B-BBEE Act and its relevant/most recent Codes of Good Practice. • If bidder is a Joint Venture (JV) – a <u>consolidated</u> B-BBEE certificate from a SANAS accredited agency to be provided. • Verifiable medical certificate of report as proof of disability.	

4.3 OTHER RETURNABLE SCHEDULES, DOCUMENTS AND INFORMATION

RETURNABLE DOCUMENTS/SCHEDULES AND INFORMATION	Completed and/or Submitted ✓ / X
FORM 4.3.1: Certificate of Authority to Sign Tender	
FORM 4.3.2: Certificate of Authority of Joint Ventures (if applicable)	
FORM 4.3.3: Joint Venture (JV) Agreement (If applicable)	
FORM 4.3.4: Record of Addenda to Tender Documents	
FORM 4.3.5: SBD 4 Bidder's Disclosure Form	
FORM 4.3.6: SBD 6.1 Preference Points Claim Form	
FORM 4.3.7: Confidentiality and Non- Disclosure Agreement	
FORM 4.3.8: Declaration of Interest Form and Politically Exposed Persons	
FORM 4.3.9: Insurance Commitment	
FORM 4.3.10: Acceptance of Terms and Conditions of RFP and Bidder's Particulars	
FORM 4.3.11: VAT Questionnaire	
FORM 4.3.12: Debt Acknowledgement	
FORM 4.3.13: Company profile	
FORM 4.3.14: Tax Pin issued by the South African Revenue Services. (ACSA may not award to a bidder whose tax affairs have not been declared to be in order by SARS)	
FORM 4.3.15: Certificate of Incorporation CIPC Registration documents, Partnership Agreement, and/or Registered Trust Document	
FORM 4.3.16: Certified Copies of Identity documents of Directors / Trustees / Members / Shareholders	
FORM 4.3.17: Central Supplier Database Registration Report (CSD) If bidder is a JV, provide a CSD report for the JV.	
FORM 4.3.18: Letter of Solvency: Bidder to provide a Letter of Solvency from auditors or accountants.	
FORM 4.3.19: This tender Document – fully completed and signed.	
APPENDICES (Attached Separately)	
Appendix 1 : Services Agreement – Initial at the bottom of each page to indicate your acceptance plus complete and sign signature page.	



FORM 4.3.1: CERTIFICATE OF AUTHORITY TO SIGN TENDER

Signatories for close corporations and companies shall confirm their authority by attaching a duly signed and dated original or certified copy of the relevant resolution of their members or their board of directors, as the case may be.



FORM 4.3.2: CERTIFICATE OF AUTHORITY OF JOINT VENTURES (WHERE APPLICABLE)

This Returnable Schedule is to be completed by joint ventures.

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms , authorised signatory of the company , acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

Please attach JV agreement stipulation % share of each JV

NAME OF FIRM	ADDRESS	DULY AUTHORIZED SIGNATORY
Lead partner		Signature: Name: Designation:
		Signature: Name: Designation:
		Signature: Name: Designation:



FORM 4.3.3: JOINT VENTURE (JV) AGREEMENT (IF APPLICABLE)

If Applicable, Bidder to attach duly signed JV agreement between the parties.



Form 4.3.4 RECORD OF ADDENDA TO TENDER DOCUMENTS

RECORD OF ADDENDA TO TENDER DOCUMENTS

We confirm that the following communications received from the Employer before the submission of this response for Tenders, amending the Tenders documents, have been taken into account in this response:		
	Date	Title or Details
1.		
2.		
3.		
4.		
5.		

Attach additional pages if more space is required.



Form 4.3.5 BIDDER'S DISCLOSURE (SBD4)

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:

.....

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.



.....

- 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



Form 4.3.6: SBD 6.1 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 Either the 90/10 or 80/20 preference point system will be applicable in this tender. The highest 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 The maximum points for this tender are allocated as follows:

	POINTS	POINTS
PRICE	80	90
SPECIFIC GOALS / PREFERENCE	20*	10*
Total points for Price and SPECIFIC GOALS	100	100

****Documented proof is listed on the returnable table above***

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:

80/20	or	90/10
$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$	or	$Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$

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:

80/20	or	90/10
$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$	or	$Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$

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—
- (a) 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
 - (b) 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 allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
51% owned by Black male and Black women and Black youth and People living with disabilities	10	20		
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	15		
51% owned by Black male or Black women or Black youth or People living with disabilities	6	10		
Less than 51% owned by Black male, Black women, Black youth, People living with disabilities	4	5		
Other	0	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:

.....

.....

.....



Form 4.3.7: 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 an 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;
- 1.1.12 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);
- 1.2 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".
- 1.3 "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;
- 1.4 "disclosing party" – the party disclosing confidential information in terms of this agreement and being Airports Company;
- 1.5 "receiving party" – the party receiving confidential information in terms of this agreement;
- 1.6 "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 authorised 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 -
 - 4.1.3.1 unless it is strictly necessary for the purposes referred to in 2.1 above; and
 - 4.1.3.2 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 authorised 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 the Brand Custodians Office, via email to brandcustodian@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 **Error! Reference source not found.** 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__

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

the signatory warranting that he is duly authorised thereto.

Name: _____

Designation: _____

AS WITNESSES

1. _____

2. _____



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. _____

3. _____

**Form 4.3.8 DECLARATION OF INTEREST AND POLITICALLY EXPOSED PERSON****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

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



Form 4.3.9. INSURANCE COMMITMENT

Bidder Acknowledgement

- a. The bidder hereby acknowledges that, in the event of their bid being successful, the necessary insurance requirements shall be met prior to signing of the contract (refer contract document for more insurance information).
- b. The bidder/contractor shall ensure that all potential and appointed Sub-Contractors are aware of ACSA's insurance requirements and enforce the compliance by sub-contractors where applicable.
- c. Proof of insurance must be submitted by the bidder to the satisfaction of ACSA, upon award.

Signed		Date	
Name		Position	
Tenderer			

**Form 4.3.10: ACCEPTANCE OF TERMS AND CONDITIONS OF RFP AND BIDDER'S PARTICULARS**

When responding to this bid, the bidder is assumed to have accepted the terms and conditions listed below:

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

Proposal No: COR7646/2024/RFP

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 **Acquisition of E-Hailing Operators at all Acsa's Airports For a Period of Three (3) 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) business/working 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:	



FORM 4.3.11: VAT QUESTIONNAIRE

VAT Questionnaire for entities bidding as a partnership, joint venture or consortium (i.e. Body of Persons). The following form is required to be completed by the winning bidder at contracting stage.

1. Are you bidding as a partnership/ joint venture or consortium? **Yes/No (Mark with X below)**

Yes	No
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2. If you have answered yes to the above question, please provide the following:
- 2.1 A VAT registration certificate in the name of the joint venture, partnership or consortium which includes the VAT registration number of the partnership/joint venture.

Name of the Body of Persons	VAT Number of Body of Persons	Valid registration certificate attached? Yes/No
1.		

ACSA management will use the following link to check your registration. [VendorExactSearch\ 1.0.4 \(sarsefiling.co.za\)](http://VendorExactSearch\ 1.0.4 (sarsefiling.co.za))

3. We recommend that the supplier warrants and represents that, where applicable, it is duly registered for VAT under the VAT Act.
4. Failure to comply with the VAT Act in supplying a valid VAT invoice relating to the Body of Persons will result in Airports Company South Africa SOC Limited being entitled to recover any losses, penalties and interest suffered. Failure includes but is not limited to the invoice having a VAT number that is not registered to the Joint Venture/partnership/consortium i.e. if the VAT number supplied relates to one party of the Body of Persons.

The below definitions are in relation to the above requirement.

1. Definitions

1.1 **Person**, as defined in section1(1) of the Value Added Tax Act No 89 of 1991("the VAT Act") – includes a public authority, any municipality, any company, any body of persons (corporate or unincorporated), the estate of any deceased estate or any insolvent person and any trust fund.

The below terms are not defined in the VAT Act and as such, the ordinary meaning has been taken into account:

1.2 **Consortium or Joint Venture** - an arrangement between two or more persons based on an agreement to generally operate a single, limited or defined project. The parties to such an agreement will generally share control of the arrangement and share the product or output of the venture

1.3 **Partnership** - an arrangement between two or more persons based on an agreement. The parties to that arrangement should have the intention to be partners and the essential elements for a partnership being the partners' contributions, a profit objective and joint benefit for the partners must be evident from the agreement.

2. The Law

Section 51 of the VAT Act states that:



- (1) *Subject to the provisions of section 46, where any body of persons, whether corporate or unincorporate (other than a company), carries on or is to carry on any enterprise-*
- a. such body shall be deemed to carry on such enterprise as a person separate from the members of such body;*
 - b. registration of that body as a vendor shall be effected separately from any registration of any of its members in respect of any other enterprise;*
 - c. liability for tax in respect of supplies by that body shall be determined and calculated in respect of the enterprise carried on by it as an enterprise carried on independently of any enterprise carried on by any of its members, and any refund relating to that body's enterprise which is payable in terms of section 44 shall be made to that body; and*
 - d. the duties and obligations imposed by this Act on any vendor or other person shall, as respects the enterprise carried on by that body, be performed by it separately from the duties and obligations imposed on any of its members.*

3. Application of the Law

When a body of persons forms a joint venture, partnership or consortium, such a body is treated as a separate legal person for VAT purposes and, is in terms of section 51(1) of the VAT Act ,required to register for VAT with the South African Revenue Services ("SARS")where the body's taxable supplies exceed the registration threshold.

Should the joint venture or partnership or consortium not be registered for VAT, **VAT cannot be levied on any invoice** that will be issued out to Airports Company South Africa for services rendered.



FORM 4.3.12: DEBT ACKNOWLEDGEMENT

I , as the authorised representative for the bidder, hereby acknowledge that Bidder (Company/Entity)..... has :

a) NO DEBT IN ARREARS with ACSA ☐

a) The following DEBT IN ARREARS with ACSA ☐

	Debt Description	Airport	Payment Plan (Yes/No)
1			
Reason if no payment plan:			
2			
Reason if no payment plan:			



Returnable Documents 4.3.13 to 4.3.19

ATTACH HERE

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: SERVICES AGREEMENT/CONTRACT

Refer Appendix 1 - Attached separately.

Initial at the bottom of each page to indicate your acceptance plus complete and sign signature page.

Return signed Lease Agreement with bid document.

Any queries regarding the Lease Agreement can be raised with ACSA prior to the Query Closure date.