

Request for Proposal for the Supply, Installation, Commissioning, Support and Maintenance of Data Protection (Backup) and Data Storage (Storage Array and Storage Networking) Services for a Period of 60 months at Airports Company South Africa

Tender Number: : COR6494/2020/RFP

Issue Date : 16 October 2020

Closing Date : 18 November 2020 at 12h00

Briefing Session Date and Time : 26 October 2020 at 10h00

Compulsory Site Inspections : N/A

Bidding Company Name	
Representative Name	
Signature	
Date	



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- *Resource details completed table as per the response form*

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- *Technical Resources: Dell Technologies Certified Specialist Technology Architect (DCS-TA): Data Protection OR EMC Technology Architect Expert Backup Recovery Solutions*
- *Technical Resources: Dell Technologies Certified Specialist Implementation Engineer: (DCS-IE): Avamar OR EMC Implementation Engineer Expert Avamar*
- *Technical Resources: Dell Technologies Certified Specialist Implementation Engineer: (DCS-IE): Data Domain OR EMC Implementation Engineer Expert Data Domain*
- *Resource details completed table as per the response form*

Appendix R (Data Storage - Storage Array and Storage Networking)

- *Technical Resources: Dell Technologies Certified Specialist Technology Architect (DCS-TA): Midrange Storage Solutions OR EMC Technology Architect Expert VNX Solutions*
- *Technical Resources: Dell Technologies Certified Specialist Implementation Engineer: (DCS-IE): Unity Solutions OR EMC Implementation Engineer Expert VNX Solutions*
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- *Resource details completed table as per the response form*

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1. SECTION 1: INSTRUCTIONS TO BIDDERS

1.1. Access to RFP documents

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

1.2. Submission of bid documents

Bidders must submit bid documentation bound in files together with an electronic copy. The envelope/file must be clearly marked on the outside with the following details:

- ACSA Location where the tender will close
- Bidding entity's name
- Bidding entity's return address
- Full description of the tender and tender reference number

The documents must be kept in the sequence and format they have been issued, signed and completed by a person who has been given authority to act on behalf of the bidding entity. 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 tender documents. Bid documents must be submitted on the **18th of November 2020 at 12h00**

1.2.1. Tender box:

The hardcopy of the bid documents must be delivered to the Tender box at the Tender Management Office located at the address below:

Tender Box B

Airports Company South Africa

3rd Floor, North Wing

OR Tambo International Airport

- 1.2.2. **NB:** Proposals must be in duplicate (an original printed copy and a printed copy of the original) together with an electronic copy of the bid documents using a flash drive. The original copy will be the legal and binding copy, in the event of discrepancies between any of the submitted documents; the original copy will take precedence

1.3. Alternative Bids

As a general rule ACSA only accepts bids which have been prepared in response to the tender invitation.

1.4. Late Bids

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

1.5. Clarification and Communication

Name: Sydney Mfeka

Designation: Group Commodity Specialist

Tel: 011 723 1483

Email: COR6494/2020/RFP

1.5.1. Request for clarity or information on the tender may only be requested until **12th of November 2020**. 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

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

1.6. Optional Briefing Session

An optional briefing session will be held **on 26th of October 2020 at 10h00 (AM)**. The session will be held at the following location:

Online Microsoft Teams Meeting

Please copy the link below to your browser to join the meeting or alternatively dial in the meeting using the below telephone number and use the conference ID provided

https://teams.microsoft.com/l/meetup-join/19%3ameeting_Y2NhMjZjZjUtMmlyZi00MDg2LTg0MDUyYWM1MjY3ZDIwY2M4%40thread.v2/0?context=%7b%22tid%22%3a%22fb62d46e-e86e-4673-ba82-b27b61d8202b%22%2c%22oid%22%3a%2205361496-2b38-4f7b-9ee2-168f103d0e5c%22%7d

+27 21 834 0841 South Africa, Cape Town (Toll)

Conference ID: 775 409 095#

NB: Please ensure that your microphone is on Mute and your video is turned off

1.7. **Bid Responses**

Bid responses must be strictly prepared and returned in accordance with this tender document. Bidders may be disqualified where they have not materially complied with any of ACSA's requirements in terms of this tender document. Changes to the bidder's submission will not be allowed after the closing date of the tender. 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.

1.8. **Disclaimers**

It must be noted that ACSA reserves its right to:

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

1.9. **Validity Period**

(*Please ensure that the validity period stated below will allow ACSA to properly evaluate and finalise the process)

- 1.9.1. ACSA requires a validity period of one hundred and twenty (120) business/working days for this tender. During the validity.
- 1.9.2. 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.

1.10. Confidentiality of Information

- 1.10.1. ACSA will not disclose any information disclosed to ACSA through this tender process to a third party or any other bidder without any written approval from the bidder whose information is sought. Furthermore,
- 1.10.2. ACSA will not disclose the names of bidders until the tender process has been finalised.
- 1.10.3. Bidders may not disclose any information given to the bidders as part of this tender 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 tender, such third parties must complete confidentiality agreements, which should also be returned to ACSA **with the bid**.

1.11. Anti-corruption 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

Free Fax: 0800 00 77 88

Email: acsa@tip-offs.com

2. SECTION 2: BACKGROUND, PURPOSE AND SCOPE OF WORK

2.1. Background

- 2.1.1. Since inception approximately 20 years ago, Airports Company South Africa Limited (ACSA) has transformed into a focused, profitable and commercial enterprise that is market-driven and customer service oriented. The principal ACSA sites comprise of major international airports namely O.R. Tambo (ORTIA), Cape Town (CTIA) and King Shaka (KSIA). The other sites are, Bram Fischer (Bram), Upington (UTN), Port Elizabeth (PLZ), East London Airport, George Airport, Kimberley Airport and the Corporate Office.
- 2.1.2. The sustained growth in traffic over the years, coupled with a creative and performance focused management and leadership team have contributed to the Company's excellent financial performance over time. This has enabled the Company to transform South Africa's airports into world-class airports, delivering value for customers, stakeholders, shareholders and employees.
- 2.1.3. ACSA is focused on creating and operating world-class airports measuring up to international standards. Numerous international awards won by certain of its airports over the years confirm that the Company has largely succeeded in this aim. This is also shown in the latest ratings for example, O.R. Tambo, Cape Town and King Shaka international airports rated first, second and third respectively in the Best Airport ACI-ASQ awards for Africa

2.2. Purpose of this Tender

2.2.1. Supply, Installation and Commissioning of Data Protection (Backup) and Data Storage (Storage Array and Storage Networking) Services and

2.2.2. Support and Maintenance of Data Protection (Backup) and Data Storage (Storage Array and Storage Networking) Services

2.3. Scope of Work

The aim of this RFP is to obtain bids from bidders, in respect of the relevant scope of software, hardware and related maintenance services for the provision of Data Protection (Backup) and Data Storage (Storage Array and Storage Networking) Services.

Upon appointment of the successful bidder, an Agreement, on ACSA's contract template, will be concluded for 60 months. ACSA may at any time, terminate the Agreement or postpone or delay all or any part of the contract upon written notice to the successful bidder in line with the prescribed process.

For the full, detailed scope of work, please refer to Annexure A and B attached to this RFP document as separate annexures

The RFP Pack consist of the following documents:

- Annexure A - Scope of work
- Annexure B – Bidders Proposal format and Response form
- Annexure C – Pricing Schedule
- Annexure D – Work Package Descriptions
- Annexure E – Technical and functional Evaluation Criteria
- Annexure F - ACSA Safety Requirements
- Annexure G - ACSA Non-Disclosure agreement
- Annexure H – Insurance details
- Annexure I – Bidders overall experience schedule

3. SECTION 3: PRE-QUALIFICATION CRITERIA

In terms of the PPPFA Regulation 4, an organ of state can apply pre-qualifying criteria to advance certain Designated Groups.

Accordingly, the following pre-qualifying criteria will be applicable in this tender:

- (a) Only bidders whose BBBEE Level is 1 or 2 will be allowed to participate in this tender and
- (b) Only bidders who are an EME or QSE.

Please note in the event of a joint venture (JV) a valid consolidated BBBEE verification in the name of the JV shall be submitted.

A tenderer that fails to meet the above-mentioned pre-qualifying criteria at closing date, will be disqualified and not further evaluated.

4. MANDATORY REQUIREMENTS

Only bidders meeting the following criteria will be considered for this tender:

- a. Bidders must have a minimum of three (3) years relevant experience in supplying, installing, and supporting and maintaining **of Data Protection (Backup) and Data Storage (Storage Array and Storage Networking) Services**. Such experience must be **supported by reference letter(s) and the reference letter(s) must:**
 - be clear and on a letter with client letter heads.
 - indicate the client contactable details.
 - clearly state the scope of services that were rendered.
 - clearly state the duration (start and end date using the MM-YYYY date format); and
 - Indicate the value of the contract.”



- b. Bidders must be Dell/EMC Accredited partner
- c. The successful bidder will subcontract a minimum of 30% of the contract value
- d. Letter of good standing with department of labour,
- e. Company, its Directors and employees agree to be vetted by Airports Company South Africa (ACSA).

5. SECTION 5: PREFERENCE POINTS AND PRICE

5.1. Preference Points Claims

5.1.1. In terms of the PPPFA and its regulations only a maximum of 20 points may be awarded for preference. The preferential point systems are as follows:

5.1.1.1. The 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and

5.1.1.2. The 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

5.1.2. The value of this bid is estimated to exceed R50 000 000 (all applicable taxes included) and therefore the 90/10 system shall be applicable. Preference points for this bid shall be awarded for:

5.2. The maximum points for this bid are allocated as follows:

	Points
5.2.1. Price	<u>90</u>
B-BBEE Status Level of Contribution	<u>10</u>
Total Points for Price and B-BBEE must not Exceed	100

5.2.2. Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or an affidavit in the case of Qualifying Small Enterprises and an Emerging Micro Enterprises together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

5.2.3. ACSA reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim regarding preferences, in any manner required by ACSA.

5.3. Definitions

- 5.3.1. **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 5.3.2. **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 5.3.3. **“Black Designated Groups”** has the meaning assigned to it in the codes of good practice issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 5.3.4. **“Black People”** has the meaning assigned to it in the codes of good practice issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 5.3.5. **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act 53 of 2003);
- 5.3.6. **“Designated Group”** means:
- 5.3.6.1. Black Designated Groups;
 - 5.3.6.2. Black People;
 - 5.3.6.3. Women;
 - 5.3.6.4. People with disabilities; or
 - 5.3.6.5. Small enterprises, as defined in section 1 of the national Small Enterprise Act 102 of 1996;
- 5.3.7. **“Consortium or Joint Venture”** 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;
- 5.3.8. **“EME”** means an exempted micro enterprise in terms of the codes of good practice issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;;
- 5.3.9. **“Functionality”** means the ability of tenderer to provide goods or services in accordance with specifications as set out in the tender documents;
- 5.3.10. **“Military Veteran”** has the meaning assigned to it in section 1 of the Military Veterans Act 18 of 2011;
- 5.3.11. **“People with disabilities”** has the meaning assigned to it in section 1 of the Employment Equity Act, 55 of 1998;

- 5.3.12. **“Person”** includes a juristic person;
- 5.3.13. **“PPPFA”** means the Preferential Procurement Policy Framework Act 5 of 2000 and its Regulations published on 20 January 2017;
- 5.3.14. **“Price”** means all applicable taxes less all unconditional discounts;
- 5.3.15. **“QSE”** means a qualifying small business enterprises in terms of the codes of good practice issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act
- 5.3.16. **“Rand Value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 5.3.17. **“Rural Area”** means:
- 5.3.17.1. a sparsely populated area in which people farm or depend on natural resources including villages and small towns that are dispersed through the area; or
 - 5.3.17.2. an area including a large settlement which depends on migratory labour and remittances and government social grants for survival, and may have a traditional land tenure system;
- 5.3.18. **“Total Revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the Government Gazette on 9 February 2007;
- 5.3.19. **“Township”** means an urban living area that any time from the late 19th century until 27 April 1994, was reserved for black people, including areas developed for historically disadvantaged individuals post 27 April 1994;
- 5.3.20. **“Trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person;
- 5.3.21. **“Trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person; and
- 5.3.22. **“Youth”** has the meaning assigned to it in section 1 of the National Youth Development Agency Act 54 of 2008

All terms not defined herein have the meanings assigned to them in the PPPFA.

5.4. **Adjudication Using A Point System**

- 5.4.1. The bidder obtaining the highest number of total points will be awarded the contract, unless objective criteria exist justifying an award to another bidder or ACSA exercises one or more of its disclaimers.
- 5.4.2. Preference points will be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts
- 5.4.3. Points scored will be rounded off to the nearest 2 decimal places.

5.5. **Award of Business where Bidders have Scored Equal Points Overall**

- 5.5.1. In the event that two or more bids have scored equal total points, the successful bid will be the one scoring the highest number of preference points for B-BBEE.
- 5.5.2. However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid will be the one scoring the highest score for functionality.
- 5.5.3. Should two or more bids be equal in all respects, the award will be decided by the drawing of lots.

5.6. **Points Awarded for Price**

The 90/10 Preference Point Systems

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

$$P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

P_{min} = Comparative price of lowest acceptable bid

5.6.1. Points Awarded for B-BBEE Status Level of Contribution

5.6.1.1. In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below

B-BBEE Level Contributor	Status of	Number of Points (90/10 system)
1		10
2		9
3		6
4		5
5		4
6		3
7		2
8		1
Non-compliant contributor		0

5.6.1.2. Bidders who qualify as EMEs in terms of the B-BBEE Act must submit an affidavit stating its annual turnover, certificate issued by a Verification Agency accredited by SANAS.

5.6.1.3. Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Verification Agency accredited by SANAS. QSEs have an additional option of submitting a sworn affidavit as its B-BBEE certificate in terms of the amendments to the B-BBEE Codes of Good Practice in 2013.

5.6.1.4. A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

5.6.1.5. A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.

5.6.1.6. Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.



5.6.1.7. A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

5.6.1.8. A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

5.7. Bid Declaration

Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

(B-BBEE Status Level of Contribution Claimed in Terms of Paragraphs 5.2.1)

B-BBEE Status Level of Contribution: _____ = _____ (maximum of 10)

(Points claimed in respect of paragraph must be in accordance with the table reflected in paragraph 5.6.1.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS).

5.8. Sub-Contracting

5.8.1. Will any portion of the contract be sub-contracted? YES / NO (**Delete whichever is not applicable*)

5.8.2. If yes, indicate:

5.8.2.1. The sub-contracted percentage is: _____%

5.8.2.2. The type of ownership is as follows in terms of percentage out of 100:

5.8.2.2.1. black ownerships is: _____

5.8.2.2.2. black youth ownership is: _____

5.8.2.2.3. black women ownership is: _____

5.8.2.2.4. black people with disabilities ownerships is: _____;

5.8.2.2.5. black people in rural areas, underdeveloped areas or townships ownerships is: _____

5.8.2.2.6. black ownership of the co-operative is: _____

5.8.2.2.7. black people who are military veteran ownership is: _____



5.8.2.2.8. Combined ownership of any of the above is: _____.

5.8.3. The tendering condition must specify that the tenderer may only subcontract to a QSE listed above if the QSE has a B-BBEE status level that is equal to or more than that of the tenderer/bidder.

5.8.3.1. The name of the sub-contractor is: _____

5.8.3.2. The B-BBEE status level of the sub-contractor is: _____

5.8.3.3. The sub-contractor is an EME: YES / NO (*Delete *whichever is not applicable*)

5.8.4. A bidder may not sub-contract any portion of the tender after award without the written approval of a delegated ACSA representative.

5.9. Declaration with Regard to the Bidder

5.9.1. **Name of bidding entity** _____

5.9.2. **VAT Registration** _____

5.9.4. **Company registration number:** _____

5.9.5. **Type of company / firm:** _____

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

5.10. Describe principal business activities

5.11. Company Classification

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transportation, *etcetera*.

[TICK APPLICABLE BOX]

5.12. Total numbers of years the company / firm has been in business:

5.13. I/we, the undersigned, who is/are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contribution indicated in this bid of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- 5.13.1. The information furnished is true and correct;
- 5.13.2. The preference points claimed are in accordance with the General Conditions as indicated in this Section;
- 5.13.3. In the event of a contract being awarded as a result of points claimed, the contractor may be required to furnish documentary proof to the satisfaction of ACSA that the claims are correct;
- 5.13.4. If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, ACSA may, in addition to any other remedy it may have:
 - 5.13.4.1. Disqualify the person from the bidding process;
 - 5.13.4.2. Recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - 5.13.4.3. 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;
 - 5.13.4.4. Restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from ACSA for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - 5.13.4.5. Forward the matter for criminal prosecution.



Witnesses:

1. _____

_____ Signature(s) of bidder(s)

2. _____

Date : _____

Address: _____

6. SECTION 7: EVALUATION CRITERIA

6.1. Evaluation Criteria

6.1.1. ACSA will use a pre-determined evaluation criterion when considering received bids. The evaluation criteria will consider the commitment made for pre-qualifying criteria/ local production and content/ Supplier Development, objective criteria and compulsory sub-contracting/ functionality/ Price and B-BBEE. 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 tender process.

6.1.2. 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.

6.2. 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	Check if Bidder meets the pre-qualifying criteria	Check if Bidder meets the mandatory criteria/requirements	Evaluate on functionality or the technical aspect of the bid	Evaluate price and Preference (B-BBEE)	Post tender negotiations

6.3. Functionality

6.3.1. The functionality evaluation will be conducted by the Bid Evaluation Committee which comprises of various skilled and experienced members from diverse professional disciplines. The evaluation process will be based on prequalification/threshold criteria. The evaluation criteria is attached as Annexure

6.3.2. Prequalification

The evaluation will be based on the availability of required minimum documents/information as per **section 3,4 and 5 above**

6.4. Threshold

The functional/technical evaluation will be based on a threshold, where bidders are expected to achieve a minimum of **80 points**, please note that the minimum of **80 points** required is also reliant on meeting a minimum threshold per evaluation criteria. Failure to achieve a minimum of **80 points (including the minimum in each evaluation criteria)** in the functional/technical phase will lead to the bid not being considered further in the evaluation. For the detailed thresholds and elements of the Technical and Functional Evaluation Criteria please refer to **Annexure E: Technical and Functional Evaluation Criteria**.

6.5. Price and B-BBEE

This is the final stage of the evaluation process and will be based on the PPPFA preference point system of 90/10. Price will amount to 90 points, whilst preference will be 10 points. The award of business will be made to a bidder which has scored the highest overall points for this stage of the evaluation, unless objective criteria exists, justifying an award to another bidder or ACSA splits the award or cancels the tender, etcetera. The pricing schedule to be completed for this tender. The attached Excel Workbook: **Annexure C should be returned under Appendix W.**

Bidders must only price in accordance with the pricing schedule above, 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.

Disbursements will be reimbursed at actual cost. The successful bidder will be required to provide proof of expenses in order to be reimbursed. Other expenses, for example accommodation (specify, e.g. three-star hotel, bed and breakfast, telephone cost, reproduction cost, etcetera). On basis of these particulars, certified invoices will be checked for correctness.

7. SECTION 8: TRANSFORMATION

7.1. Transformation

7.1.1. Transformation

As a public enterprise, ACSA has an obligation to assist the South African government with addressing the economic imbalances of the past. Therefore, ACSA wishes, in terms of its Transformation Objectives to ensure that the following transformational elements are addressed namely:

- Direct and indirect targeting of PDI (Previously Disadvantage Individual) enterprises;
- Promotion of enterprise development;
- Promotion of skills development; and
- Promotion of local suppliers and manufacturing enterprises;

These Transformation Objectives shall be addressed in the following manner for this project:

- The successful bidder must commit to subcontract a minimum of **30% of the contract** value to the following entities:
 - an EME or QSE which is at least 51% owned by black people
 - or
 - an EME or QSE which is at least 51% owned by black people who are youth or.
 - or

- an EME or QSE which is at least 51% owned by black people who are women.
- The successful bidder must have a dedicated transformation agent who will be responsible for ensuring that the transformation objectives are met. The transformation agent must measure, track and report the achievements of transformation objectives throughout the life of the contract.
- The successful bidder is required to submit a comprehensive transformation proposal which highlights the following key transformation areas:
 - Enterprise development: Bidders are required to perform a needs analysis on their selected transformation partner(s) and provide internal mentorship and assistance which will improve the transformation partner(s) performance in at least three developmental areas from the list below:
 - Establishment of business administration system (e.g. Invoicing, Budgeting, Costing, tendering etc.)
 - Establishment of IT management systems and plans (e.g. Project Management, Quality Management, Incident and Problem management etc.)
 - Legal Compliance and contract management skills transfer
 - Assist with securing business finance (Establish credit rating, securing bank guarantees etc.)
 - Skills Development: Bidders are required to perform a skills gap analysis (IT Management, IT Labour and IT technical skills) on their selected transformation partner(s) and provide skills development plans which will detail areas of development, monitoring of the achievement of skills development targets and measurements.
 - A signed contractual agreement between the bidder and transformation partner(s) must be included as an annexure to the transformation proposal.

NB: The needs and skills gap analyses shall be mutual agreed upon between the bidder and transformation partner(s) and included in the contractual agreement. This will also need to be approved by ACSA at contracting stage.

NB: Transformation proposal and Subcontracting agreement must be submitted as returnable documents.

NB: It is the responsibility of the bidder to look for a suitable partner who is registered in Central Supplier Database.

8. SECTION RETURNABLE DOCUMENTS

8.1. Mandatory Returnable documents

ACSA will disqualify from the tender process any bidder that has failed to submit mandatory returnable documents and information on the closing date and time. 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:

8.2. Other Returnable Documents and information



MANDATORY RETURNABLE DOCUMENTS AND INFORMATION
Declaration of Interest Form
Declaration of forbidden practices Form
Non-Disclosure Agreement
Bidders experience schedule in IT Data Protection (Backup) and Data Storage (Storage Array and Storage Networking) Services
BBBEE Certificate
Pricing Schedules
Transformation Proposal together with Subcontracting Agreement
Resource Certifications
Consent to vetting Form
Acceptance of RFP Terms and conditions

- 8.3. 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:

RETURNABLE DOCUMENTS AND INFORMATION
All other appendices

- 8.4. Validity of submitted information

Bidders must ensure that any document or information which has been submitted in pursuance to this tender remains valid for the duration of the contract period. The duty is on the bidder to provide updated information to ACSA immediately after such information has changed.

9. SECTION 7: SUBMISSION OF RFP

7.1 Terms and Conditions of RFP

- 7.1.1** This RFP is open to only those bidders who have been invited to provide responses to this RFP, such bidders must be registered and duly authorised to provide products and/or services in South Africa.
- 7.1.2** Any bids received after the bid submission date and time will not be considered by ACSA and will therefore be disqualified. These bids will remain unopened until the award of the contract to the successful bidder has taken place.
- 7.1.3** Should the bidding entity with a late submission wish to have their bid returned to them, they must send a request in writing. Should a written request for the return thereof not be received within thirty (30) days of the award of contract, such bid will be destroyed by ACSA.
- 7.1.4** Except where specifically provided for in this RFP, a bidder may make no changes to its bid after the closing time and date.
- 7.1.5** ACSA reserves the right to award the contract on the basis of the bid submission received from a bidding entity subject to ACSA's terms and conditions.
- 7.1.6** ACSA or their duly appointed representatives shall be the sole adjudicators of the acceptability and or feasibility of the bids. The decision shall be final and except as required by law or otherwise, no reason for the acceptance or rejection of any bid will be furnished.
- 7.1.7** Should the bid be awarded on the strength of information furnished by a bidder, which information is proved to have been incorrect, in addition to any other legal remedy it may have, ACSA may at any time during the life of the contract:
- (i) Recover from the relevant bidder all costs, losses or damages incurred by it as a result of the award; and/or
 - (ii) Cancel the award of the bid and/or contract and claim any damages, which it may have suffered or will suffer as a result of having to make less favourable arrangements; and
 - (iii) The Bidder shall be liable to pay for losses sustained and/or additional costs or expenditure incurred by ACSA as a result of such cancellation. ACSA shall furthermore have the right to recover such losses, damages or additional costs by way of set-off against monies due or which may become due to the Bidder in terms of the said contract.
- 7.1.8** All representations, agreements or arrangements arising from bids submitted in terms hereof (including any negotiations that follow) shall not be binding on ACSA, its officers, employees or agents unless reduced to writing and signed by a duly authorised representative of ACSA.
- 7.1.9** ACSA reserves the right to amend the terms and conditions of this RFP at any time prior to finalisation of the contract between the parties and shall not be liable to any bidder or any other person for damages of whatsoever nature which they may have suffered as a result of such amendment. All bids are submitted at the entire risk of the bidder.

- 7.1.10** ACSA reserves the right to postpone the closing date for submission of bids or to withdraw the RFP at any time without giving rise to any obligation for the responsibility for any loss or financial damage which may be incurred or suffered by any bidder.
- 7.1.11** In the case of a joint venture or partnership between service providers, evidence of such joint venture must be included with the bid submission, either in the form of a Joint Venture Agreement or Memorandum of Understanding. Alternatively, all the members of the joint venture may in writing nominate one member of the joint venture to complete and sign the RFP on behalf of the joint venture. This written authority must be signed by duly authorised members of the joint venture and be submitted with the bid.
- 7.1.12** It is a condition of participation in this RFP process between the bidder and ACSA that should any dispute or difference arise between the parties, this shall be resolved by a single Arbitrator-
- Concerning the purport or effect of the RFP documents or of anything required to be done or performed there under;
 - Concerning any aspect of the RFP process to anything done or decided there under; or
 - Concerning the validity of the award of the RFP to any bidder or the failure to award same to any Bidder, then such dispute or difference shall be finally resolved by arbitration.
- Such arbitration shall be by a single arbitrator who shall be -
- Selected by agreement between the parties, or failing such agreement nominated on the application of any party by the Arbitration Foundation of Southern Africa (AFSA); and
 - The arbitrator shall have power to open up, review and revise any certificate, opinion, decision, requisition or notice relating to all matters in dispute submitted to him/her and to determine all such matters in the same manner as if no such certificate, opinion, decision, requisition or notice had been issued.
- 7.1.13** Upon every or any such reference, the costs of and incidental to the reference and award shall be at the discretion of the arbitrator, who may determine the amount of the costs, or direct them to be taxed as between attorney and client or as between party and party and shall direct by whom and to whom and in what manner they shall be borne and paid.
- 7.1.14** The award of the arbitrator shall be final and binding on the parties and any party shall be entitled to apply to the Courts to have such award made an order of court.
- 7.1.15** Save as set out in this clause, the arbitration shall be conducted in accordance with the rules of the Arbitration Foundation of Southern Africa.
- 7.1.16** The arbitration shall be held in Johannesburg in the English language.
However, nothing in this clause shall preclude any party to the arbitration from seeking interlocutory relief in any court having jurisdiction pending the institution of a review or other appropriate proceedings for legal redress. Such arbitration shall be commenced and concluded within 30 days of the dispute having noted.
- 7.1.17** ACSA reserves the right to reject: -

- a. Incomplete bids;
- b. Late bids;
- c. Conditional bids; and
- d. Bids that are non-compliant with the procedural and administrative requirements.

7.1.18 This RFP implies neither obligation to accept the lowest or any bid nor any responsibility for expenses or loss, which may be incurred by any bidder in preparation of his bid.

7.1.19 Bidders may include with their bids any descriptive matter, which, if referred to in the RFP, will form part of the RFP. In case of any discrepancy, however, the issued RFP and supporting documents and information completed therein by the bidder will be considered as the valid and binding bid.

7.1.20 Notwithstanding any other provision in this document, no ACSA employee or any person related to or associated (including spouse, child, cousin, friend) with an ACSA employee may (individually or through a corporate vehicle which includes a company, close corporate, trust, partnership etc.) submit a bid for consideration in this tender process unless interest is declared and approved as per Delegated Level of Authority.

7.2 Response format and content

Please organise proposals in separately tabbed sections with labels that correspond to the sections that have been outlined in the Index of this RFP document.

- Please keep sections sequential.
- Provide a concise response in provided spaces where applicable.
- Wherever a table is provided, please title your section tab to match the RFP section in which the table appears.
- Use the table format for your responses and maintain the sequence and reference numbers in the table.
- Please keep responses in the document formats they are being requested.



7.3 RFP Timelines

Description	Date
Tender documents to be issued from	16 October 2020
Optional Briefing session	26 October 2020 at 10h00 AM
Enquiries closing Date and time	12 November 2020 at 17h00
RFP submission Closing Date and time	18 November 2020 12h00



AIRPORTS COMPANY
SOUTH AFRICA

SECTION 8 - RETURNABLE APPENDICES

APPENDIX A: COVER LETTER

APPENDIX B: DECLARATION OF INTEREST FORM

DECLARATION 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. Furthermore, ACSA requires all bidders to declare that they have not acted in any manner inconsistent with the law, policy or fairness.

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 a / no relationship between the bidding entity or any of its shareholders / directors / owner / member / partner with any ACSA employee or official.

Where a relationship exists, please provide details of the ACSA employee or official and the extent of the relationship below



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

Full Name	Identity Number	Personal Income Tax Reference Number

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

APPENDIX C: DECLARATION OF FORBIDDEN PRACTICES

I/ We hereby declare that we have not/ been found guilty of any illegal activities relating to corruption, fraud, B-BBEE fronting, anti-competitive practices and/or blacklisted by an organ of State Owned Company, etc. and/or any other forbidden practices.

I/We declare the following:

	Description	Penalty	Organ of State / State Owned Company
a)			
b)			

Furthermore, I/ We declare that to the best of my/ our knowledge there is / are no further practices to be declared or which are in the process of being finalised. The following are alleged practices which have not yet been finalised.

	Description	Organ of State / State Owned Company
a)		
b)		

This declaration was signed on _____ of _____ 2020.

Name: _____
 Designation: _____
 Signature: _____

Declaration:

I/We the undersigned _____ (Name) hereby certify that the information furnished under this consent form 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



APPENDIX E: ACCEPTANCE OF RFP TERMS AND CONDITIONS

TO: The Supply Chain General Manager
Airports Company South Africa Ltd.

Proposal No: **COR6494/2020/RFP**

Bidder's Name and Contact Details

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

Proposal Certification

We hereby submit a Proposal in respect of the supply, installation, and maintenance and support of **Data Protection (Backup) and Data Storage (Storage Array and Storage Networking) Services** for a period of 60 months in accordance with ACSA's requirements.

- We acknowledge that ACSA'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 documentation provided by ACSA in this Request for Proposal.
- We accept that ACSA's Tender Board's decision is final and binding.
- 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 project only; it has no impact, influence or effect on any other project for which a Proposal may be submitted.
- 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 Tenderer for a period which lapses after one hundred and twenty (120) days calculated from the closing date of proposal submission.

Thus done and signed at		on this the		day of		2020
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Signature:	
Name:	

For and behalf of:

Tendering entity name:	
Capacity:	



APPENDIX F: BRIEFING SESSION FORM

This is to certify that:

Bidder Name _____

Attended a briefing / site inspection meeting which was held on _____ of _____ 202____ for **COR6494/2020/RFP**.

Bidder was represented by:

Name: _____

Designation: _____

This certification is made on behalf of ACSA by:

Name: _____

Designation: _____

Signature: _____

Date: _____

APPENDIX G: CERTIFICATE OF INCORPORATION

APPENDIX H: LETTER OF GOOD STANDING

APPENDIX I: COMPANY PROFILE & EXECUTIVE SUMMARY & ORGANOGRAM

APPENDIX J: JOINT VENTURE (JV) OR PARTNERSHIP AGREEMENT (IF APPLICABLE)

APPENDIX K: ORIGINAL OR CERTIFIED B-BBEE CERTIFICATE FROM APPROVED CERTIFICATION BODY

APPENDIX L: VALID TAX CLEARANCE CERTIFICATE

APPENDIX M: LATEST AUDITED FINANCIAL STATEMENTS

APPENDIX N: TRANSFORMATION PROPOSAL

APPENDIX O: BIDDERS OVERALL EXPERIENCE SCHEDULE AS PER ANNEXURE J

CLIENT REFERENCE LETTER(S) SUPPORTING THE ABOVE EXPERIENCE

OEM PRODUCTS ACCREDITATION



APPENDIX P: PROJECT MANAGEMENT RESOURCE CERTIFICATION AND DETAILS

APPENDIX Q: TECHNICAL RESOURCES – DATA PROTECTION - BACKUP

APPENDIX R: TECHNICAL RESOURCES – DATA STORAGE – STORAGE ARRAY AND STORAGE NETWORKING

APPENDIX S: PROVEN EXPERIENCE (DATA PROTECTION AND DATA STORAGE)

APPENDIX T: PREVENTATIVE MAINTENANCE SCHEDULE

APPENDIX U: TRANSITION PLAN

APPENDIX V: EXIT PLAN

APPENDIX W: PRICING SCHEDULES

APPENDIX X: SIGNED NON-DISCLOSURE AGREEMENT

APPENDIX Y: SIGNED ACSA SAFETY REQUIREMENT

APPENDIX AA - DETAILS OF THE TRANSFORMATION PARTNER(S)

APPENDIX AA.1

COMPANY PROFILE

APPENDIX AA.2

CERTIFICATE OF INCORPORATION

APPENDIX AA.3

ORIGINAL B-BBEE CERTIFICATE/AFFIDAVIT

CENTRAL SUPPLIER DATABASE

SHARE CERTIFICATE

APPENDIX AA.4

VALID ORIGINAL TAX CLEARANCE CERTIFICATE



10. SECTION 11: RFP SUBMISSION CHECKLIST

Please complete the below checklist. Please print once completed and place at the beginning of your submission

APPENDIX	DOCUMENT	INCLUDED	
		YES	NO
A	Cover Letter		
B	Declaration Form		
C	Declaration of forbidden practises Form		
D	Consent to vetting Form		
E	Acceptance of Request for Proposal Terms & Conditions & Bidders Particulars		
F	Briefing Session Form		
G	Certificate of Incorporation		
H	Letter of good standing		
I	Company Profile, Executive Summary & Organogram		
J	Joint Venture (JV) Agreement (if applicable)		
K	Original or Certified B-BBEE Certificate from approved certification body		
L	Valid Tax Clearance Certificate		
M	Latest Audited Financial Statements		
N	Transformation Proposal including Subcontracting Agreement		
O	Bidders Overall experience schedule Client Reference Letters OEM Products Accreditation		
P	Project Management Resource Certification and details		
Q	Technical Resources - Data Protection - Backup		
R	Technical Resources - Data Storage - Storage Array and Storage Networking		
S	Proven Experience (Data Protection and Data Storage)		



T	Preventative Maintenance Schedule, Corrective Maintenance Procedures and a Resource Schedule		
U	Transition Plan		
V	Exit Plan		
W	Pricing Schedule		
X	Signed non-disclosure agreement		
Y	Signed ACSA Safety Requirement		
Transformation Partner Details			
AA.1	Company profile		
AA.2	Certificate of Incorporation		
AA.3	Original or Certified B-BBEE Certificate/Affidavit Central Supplier Database Certificate Share certificate		
AA.4	Valid Tax Clearance Certificate		