

REQUEST FOR PROPOSALS FOR THE SECURITY VULNERABILITY MANAGEMENT SOLUTION RAPID 7 NEXPOSE SUBSCRIPTION RENEWALS AND SUPPORT AND MAINTENANCE FOR A PERIOD OF THIRTY-SIX (36) MONTHS AT AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED (ACSA)

TENDER NUMBER:	:	COR 6461/2020/RFP
ISSUE DATE	:	07TH AUGUST 2020
CLARIFICATION CLOSING DATE	:	24TH AUGUST 2020, 12H00 PM
TENDER CLOSING DATE	:	07TH SEPTEMBER 2020, 12H00 PM

SECTION 1: INSTRUCTIONS TO BIDDERS

1.1 Access to the Request for Proposal (RFP) documents

Tender documents with reference number **COR 6461/2020/RFP** are available electronically from **07th August 2020** on the ACSA website www.airports.co.za and National Treasury e-Tenders Publication Portal www.etenders.gov.za. No bid documents will be available at the virtual briefing session.

1.2 Submission of bid documents

The envelopes containing bid documents must have on the outside, the bidder's return address, the full description of the tender, tender number and the details of the Tender Management Office/Procurement department where the bid will close. The documents must be signed and completed by a person who has been given authority to act on behalf of the bidder. The bottom of each page of the bid documents must be signed or stamped with the bidder's stamp as proof that the bidder has read the tender documents. Bid documents must be submitted on or before **12h00 (PM) on Friday 07th September 2020** using the following method:

a) Hand Delivery:

The bid proposals must be delivered to the Tender Management Office located at the address below and must be addressed as follow:

Tender no. COR 6461/2020/RFP

**RFP for Rapid 7 Nexpose Subscription Renewals and Support &
Maintenance**

Corporate Office Reception:

The Tender Box is located at:

**24 Johnson Road
Riverwoods Complex
Bedfordview
2008**

Proposals must be in triplicate (an original printed copy and two printed copies 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. However, for this tender alternative bids will be accepted provided the alternative bid is accompanied by the original bid response which materially complies with the specifications of this tender invitation. The alternative bid will only be considered where the bidder has submitted together with its alternative bid, an offer which materially complies with the requirements of this tender. Alternative bids will also be evaluated using the pre-determined evaluation criteria stipulated in this tender document.

1.4 Late Bids

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

1.5 Clarification and Communication

Name: Patricia Nkambule
Designation: Group Coordinator: Commodity Specialist
Telephone: 011 723 1533
Email: Patricia.Nkambule@airports.co.za

Request for clarity or information on the tender may only be requested until **Monday 24th August 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 invitation.

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 No Briefing Session

There will be no Briefing Session.

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 may:

- a) Award the whole or a part of this tender;
- b) Split the award of this tender;
- c) Negotiate with all or some of the shortlisted bidders;
- d) Award the tender to a bidder other than the highest scoring bidder where objective criteria allow; and/or
- e) Cancel this tender.

It must be noted that ACSA reserves its right to cancel the tender and/or to reject the lowest acceptable tender received.

1.9 Validity Period

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

1.10 Confidentiality of Information

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, ACSA will not disclose the names of bidders until the tender process has been finalised.

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 Hot – Line

ACSA subscribes to fair and just administrative processes. ACSA therefore urges its client, 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

SECTION 2: BACKGROUND, PURPOSE, AND SCOPE OF WORK

2.1 Background

Airports Company South Africa has purchased a Security Vulnerability Management (SVM) called Nexpose Rapid 7 to perform vulnerability assessment of our environment and recommend remedial actions to be implemented against the vulnerabilities detected and to proactively minimise audit findings before the auditors perform the similar scan. The tool has assisted the company in the past in detecting potential threats as and when threats are detected globally.

2.2 Purpose of this Tender

ACSA hereby invite proposals for Subscription Renewals and Support and Maintenance of the Security Vulnerability Management Solution Rapid 7 Nexpose for a period of thirty-six (36) months at ACSA. Bidders are hereby invited to submit bid proposals in accordance with the conditions of the RFP contained in this document and its relevant appendices.

2.3 Objective of the RFP

The aim is to obtain proposals from Bidders, in respect of the relevant scope of services, and to evaluate these in order to appoint a Service Provider and set up an advantageous agreement with the most suitably qualified and experienced Service Provider for the Subscription Renewals and Support and Maintenance of the Security Vulnerability Management Solution Rapid 7 Nexpose for a period of thirty-six (36) months at ACSA.

The service provider will be required to fulfil the requirements set out in this RFP. The duration of this contract is anticipated to be for a period of thirty-six (36) months.

Upon appointment of the Service Provider, a services contract shall be concluded with the Service Provider. ACSA may at any time, terminate the contract or postpone or delay all or any part of the contract upon written notice to the selected Bidder in line with the prescribed process.

2.4 Scope of Work

The scope of work articulates and concisely specify the work activities or specifications and quality requirements, support and maintenance requirements:

2.4.1 Overview of Scope of Work for Support and Maintenance:

The purpose of this document is to detail the scope of work required for subscription renewal as well as Support and Maintenance (50 Service Hours p/a) of the Rapid 7 Security Vulnerability Management (SVM) solution for a period of 36 months. The Scope of work will entail:

- a. **Standard Support:** Provide offsite support for the Client's System Administrator during office hours, being Monday through Friday from 08:00 – 17:00. If not immediately, then to respond to all System Administrator support queries within 48 (forty-eight) hours of receiving such queries.
- b. **Priority Support:** Provide Priority support and respond to all System Administrator support queries within 8 (eight) hours of receiving such queries.
- c. **Upgrades and Updates:** Updates and upgrades intended to expand and enhance the platform functionality and performance.
- d. **Errors and Bugs:** Repair and fix all errors and bugs reported by the Client's System Administrators only.
- e. **Support Servers:** Support hosting servers used for Security vulnerability scanning.

SECTION 3: PREFERENCE POINTS AND PRICE

3.1 Preference Points Claims

In terms of the Preferential Procurement Policy Framework Act (PPPFA) and its regulations only a maximum of 20 points may be awarded for preference. The preferential point systems are as follows:

- a) The 80/20 for acquisitions between R1 and R50 million including all applicable taxes. (This has been amended from a threshold of R30 0000 to R1 000 000 in the 2011 Regulations. This preference point threshold must be applied for all procurement below R50 million)
- b) The 90/10 acquisitions between above R50 million including all applicable taxes. (This has been amended from a threshold above R1 000 0000 in the 2011 Regulations)

The value of this bid is estimated to be below R50 million (all applicable taxes included) and therefore the 80/20 system shall be applicable. Preference points for this bid shall be awarded for:

If the price offered by the highest scoring is not market related, the organ of state may not award the contract to that tenderer/bidder.

3.2 The maximum points for this bid are allocated as follows:

	Points
3.2.1 Price	80
B-BBEE Status Level of Contribution	20
Total Points for Price and B-BBEE must not Exceed	100
3.2.2 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 a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA), an affidavit in the case of Qualifying Small Enterprises and an Emerging Micro Enterprises or an Auditor/Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.	



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

3.3 Definitions

- 3.3.1 **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad -Based Black Economic Empowerment Act;
- 3.3.2 **“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;
- 3.3.3 **“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;
- 3.3.4 **“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;
- 3.3.5 **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.3.2 **“Designated Group”** means:
- 2.3.2.1 Black Designated Groups;
 - 2.3.2.1 Black People;
 - 2.3.2.1 Women;
 - 2.3.2.1 People with disabilities; or
 - 2.3.2.1 Small enterprises, as defined in section 1 of the national Small Enterprise Act 102 of 1996;
- 3.3.7 **“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;
- 3.3.8 **“EME”** means any enterprise with an annual total revenue of R5 million or less in terms of the B-BBEE Codes of Good Practice of 2007 and an entity with a turnover of less than R 10 million in terms of the amended B-BBEE Codes;
- 3.3.9 **“Firm Price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy or tax, which, in terms of the law or regulation, is binding on the

contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;

- 3.3.10 **“Functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 3.3.11 **“Military Veteran”** has the meaning assigned to it in section 1 of the Military Veterans Act 18 of 2011;
- 3.3.12 **“People with disabilities”** has the meaning assigned to it in section 1 of the Employment Equity Act, 55 of 1998;
- 3.3.13 **“Person”** includes a juristic person;
- 3.3.14 **“PPPFA”** means the Preferential Procurement Policy Framework Act 5 of 2000 and its Regulations published on 20 January 2017;
- 3.3.15 **“Prices”** means all applicable axes less all unconditional discounts;
- 3.3.16 **“Person”** includes a juristic person;
- 3.3.17 **“PPPFA”** means the Preferential Procurement Policy Framework Act 5 of 2000 and its Regulations published on 20 January 2017;
- 3.3.18 **“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
- 3.3.19 **“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;
- 3.3.20 **“Rural Area”** means:
- 3.3.20.1 **“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**
- 3.3.20.2 an area including a large settlement which depends on migratory labour and remittances and govern social grants for survival, and may have a traditional land tenure system;
- 3.3.21 **“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;

- 3.3.22 **“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;
- 3.3.23 **“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; and
- 3.3.24 **“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.
- 3.3.25 **“Youth”** has the meaning assigned to it in section 1 of the National Youth Development Agency Act 54 of 2008

3.4 Adjudication Using A Point System

- 3.4.1 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.
- 3.4.2 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
- 3.4.3 Points scored will be rounded off to the nearest 2 decimal places.

3.5 Award of Business where Bidders have Scored Equal Points Overall

- 3.5.1 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.
- 3.5.2 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.
- 3.5.3 Should two or more bids be equal in all respects, the award will be decided by the drawing of lots.

3.6 Points Awarded for Price

3.6.1 The 80/20 Preference Point Systems

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

80/20

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

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

3.7 Points Awarded for B-BBEE Status Level of Contribution

3.7.1 In terms of Regulation 5 (2) and 6 (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 Status Level of Contributor	Number of Points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

Bidders who qualify as EMEs in terms of the B-BBEE Act must submit an affidavit stating its annual turnover, certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.

3.7.2 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 Registered Auditor approved by IRBA or 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.

3.7.3 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.

- 3.7.4 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.
- 3.7.5 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.
- 3.7.6 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.
- 3.7.7 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.

3.8 Bid Declaration

- 3.8.1 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 3.2.1 and 3.7.1:

B-BBEE Status Level of Contribution: _____ = _____ (maximum of 20 points)

(Points claimed in respect of paragraph 3.8.1 must be in accordance with the table reflected in paragraph 3.7.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

3.9 Sub-Contracting

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

3.9.2 If yes, indicate:

- a) The sub-contracted percentage is: _____%
- b) The name of the sub-contractor is: _____
- c) The B-BBEE status level of the sub-contractor is: _____
- d) The sub-contractor is an EME: YES / NO

3.10 Declaration with Regard to the Bidder

3.10.1 Name of bidding entity _____

3.10.2 VAT Registration number: _____

3.10.3 Company registration _____

3.10.4 Type of company / firm: _____

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

[TICK APPLICABLE BOX]

3.10.5 Describe principal business activities

3.10.6 Company Classification

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

[TICK APPLICABLE BOX]

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

3.10.8 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 paragraph 3.7.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

3.10.8.1 The information furnished is true and correct;

3.10.8.2 The preference points claimed are in accordance with the General Conditions as indicated in paragraph 3.1 of this Section;

3.10.8.3 In the event of a contract being awarded as a result of points claimed as shown in paragraph 3.7.1, the contractor may be required to furnish documentary proof to the satisfaction of ACSA that the claims are correct;

3.10.8.4 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:

- a) Disqualify the person from the bidding 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) 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
- e) Forward the matter for criminal prosecution.



Witnesses:

1. _____

2. _____

_____ Signature(s) of bidder(s)

Date: _____

Address: _____

SECTION 4: EVALUATION CRITERIA

4.1 Evaluation Criteria

ACSA will use a pre-determined evaluation criterion when considering received bids. The evaluation criteria will consider the commitment made for local production and content where applicable/ Supplier Development/ functionality/technical/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 who fail to meet minimum requirements, thresholds or have not submitted required mandatory documents will be disqualified from the tender process.

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.

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

Stage 1	Stage 2	Stage 3	Stage 4
Check if all the documents have been received and are compliant.	Evaluate on functionality or the technical aspect of the bid	Evaluate price and Preference (B-BBEE)	Post tender negotiations if applicable

4.3 Mandatory Requirements

Only bidders meeting **all the following mandatory administrative requirements** will be considered in the next phase of evaluation of this tender:

- a) Bidder must have a minimum of two (2) years proven relevant experience. Such experience must be proven by submitting the following documents:
 - Letters from minimum two (2) contactable clients where bidders provided similar services over a two (2) years period;
 - Such letters must be original and dully signed by at least one executive from the client's entity;
 - Such letters must state the nature of work carried out, the duration (from /to), total value of contract awarded and level of implementation/performance/satisfaction.
- b) Bidders must provide relevant Operator Equipment Manufacturer (OEM) accreditation;
- c) Bidder must provide OEM Letter specifically for Rapid 7 Nexpose subscription and support & maintenance;
- d) Locally registered company with local office;
- e) Bidder's must be registered on the National Treasury Central Supplier Database (CSD, www.csd.gov.za). Fully registered suppliers must provide their MAAA number.
- f) Bidders acceptance of this Request for Proposal terms and conditions of bid;
- g) Bidders should submit a valid Tax Clearance Status PIN;
- h) Bidders should submit proof of relevant B-BBEE certificate;
- i) Bidders should complete all applicable Annexures/Appendices.

4.4 Functionality / Technical

The functionality/technical evaluation will be conducted by the end-user/operations/the Bid Evaluation Committee which comprises of various skilled and experienced members from diverse professional disciplines. Bidders must achieve a total minimum qualifying score of **70** out of **100** points in order for their bid to progress to the next and final stage. Bidders are expected to score the minimum threshold for each criterion in order to achieve the total minimum qualifying score points as set out in **Functional Criteria**.



Evaluation Criteria			
Administrative / Mandatory Evaluation Criteria		Yes	No
1	Relevant OEM Accreditation. Provide an OEM letter specific to providing Rapid 7 Nexpose subscription and Support and Maintenance.		
2	Locally registered company with local office		
Functional Evaluation Criteria		Max	Min
1	Maintenance and Support		
	The Bidder must submit a maintenance plan and a draft Service Level Agreement that supports its capability in supporting and maintaining Rapid 7 Nexpose solution <ul style="list-style-type: none"> The Bidder has provided a maintenance plan and draft SLAs.[50] The Bidder has provided a maintenance plan. [35] The Bidder has not provided a maintenance plan. [0] 	50	35
	The Bidder must submit a minimum of two (2) contactable reference(s) letters from clients where Rapid 7 Nexpose support and maintenance was provided. <ul style="list-style-type: none"> If three reference letters are evident in the Bidders submission. [50] If two reference letters are evident in the Bidders submission. [35] The Bidder has not provided a reference letter. [0] 	50	35
Total		100	70

4.5 Price and B-BBEE

This is the final stage of the evaluation process and will be based on the PPPFA preference point system of **80/20**. Price will amount to 80 points, whilst preference will be 20 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*.

Bidders must only price in accordance with the pricing schedule appendices 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.

SECTION 5: RETURNABLE DOCUMENTS

5.1 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:

5.2 Other Returnable Documents and information

MANDATORY RETURNABLE DOCUMENTS AND INFORMATION	SUBMITTED [Yes/No]	LOCATION [Annexure/ Page Nr.]
Bidders Particulars & Acceptance of Proposal Terms & Conditions of this RFP.		
CIPC documents and Certified copies of Directors Identity Documents		
Original and valid Tax Clearance Certificate		
Original and valid B-BBEE Certificate		
Pricing Schedule		
Letter of Good Standing from Department of Labour		
Two (2) years latest audited financial statements		
Bidder's confirmation of registration on CSD (Central Supplier Database)		
Letters of reference from minimum two (2) clients		
OEM accreditation certificate		
OEM Letter for Rapid 7 Nexpose support & maintenance		
Complete all other returnable documents/appendices as requested in the RFP.		

5.3 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.

SECTION 6: TERMS AND CONDITIONS OF RFP

6.1 Conditions of the request for proposal

6.1.1 This RFP is open only to bidders who are registered and duly authorised to provide the Services in South Africa.

6.1.2 Any bids received after the tender closing date and time **(07th August 2020 at 12h00pm)** shall not be considered by ACSA and therefore be disqualified. These bids shall be retained unopened and destroyed after the award of the contract to the successful bidder unless a written request for the return thereof is received from the relevant bidder within thirty (30) days of the award.

6.1.3 Except where specifically provided for in this RFP, a bidder may make no changes to its bid after the closing time and date.

6.1.4 ACSA reserves the right to award the contract on the basis of bid submitted by a bidder subject to ACSA's terms and conditions and by submission of its bid the bidder agrees to be legally bound thereby if its bid is accepted by ACSA.

6.1.5 ACSA or its 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.

6.1.6 If the bid has been 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:

- a) Recover from the relevant bidder all costs, losses or damages incurred by it as a result of the award; and/or
- b) 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.

6.1.7 The Bidder shall be liable to pay for losses sustained and/or additional costs or expenditure incurred by ACSA as a result of 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.

6.1.8 If ACSA and the successful Bidder fail to enter into or execute a formal written contract within thirty (30) days of the award (or such later date as may be determined by ACSA as a result of the bidder's failure to comply with any representation made in the bidder's bid, then the award shall be deemed null and void. ACSA's aforesaid rights are without prejudice and in addition to any other rights that ACSA may have in order to claim damages. For the avoidance of doubt, in the event the bid of a successful bidder is accepted by ACSA, no agreement shall come into being until the formal contract has been negotiated and executed between ACSA and the successful bidder.

6.1.9 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.

6.1.10 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.

6.1.11 ACSA reserves the right to postpone the closing date for submission of bids or to withdraw the RFP at any time.

6.1.12 Appendix A must be executed in the name of the business actually proposing to perform the Services if awarded the contract. Appendix A must be signed by an authorised representative of the bidder.

6.1.13 In the case of a joint venture or partnership between The Service Provider, evidence of such a joint venture must be included in the bid in the form of a Joint Venture Agreement or Memorandum of Understanding. Each member of the joint venture may complete and sign Appendix A. Alternatively, all the members of the joint venture may in writing nominate one member of the joint venture to complete and sign Appendix A 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 proposal.

6.2 Binding Arbitration Provision

6.2.1 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.

6.2.2 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.

6.2.3 Upon every or any such reference, the costs of an incidental to the reference and award shall be in 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.

6.2.4 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.

6.2.5 Save as set out in this clause, the arbitration shall be conducted in accordance with the rules of the Arbitration Foundation of Southern Africa.

6.2.6 The arbitration shall be held in Johannesburg in the English language.

6.2.7 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.

6.2.8 Such arbitration shall be commenced and concluded within 30 days of the dispute having noted.

6.3 RFP Acceptance

6.3.1 ACSA reserves the right to reject:-

- a. Incomplete bids;
- b. Late bids;
- c. Conditional bids; and

6.3.2 ACSA reserves the right to withdraw the RFP at any time without giving rise to any obligation to be responsible for any loss or financial damage which may be incurred or suffered by any bidder.

6.3.3 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.

6.3.4 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.

6.3.5 ACSA reserves the right to award portions of the contract to different Bidders and is not obligated to accept the whole or only one bid for purposes of the award of the contract or contracts.

6.3.6 ACSA reserves the right to not award more than one contract to a Bidder.

6.3.7 Notwithstanding any other provision to the contrary 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 by the Evaluation Committee unless interest is declared and approved as per Delegated Level of Authority.

SECTION 7: RFP ADMINISTRATIVE & PROCEDURAL RFP REQUIREMENTS

The following information must be provided as requested in the Appendices in order to have the bid considered by ACSA. Any individual, partnership, joint venture or close corporation submitting a bid must meet the minimum administrative and procedural requirements in order to have its bid considered.

7.1 Bid Submission:

7.1.1 Responses to this request for proposal should be provided in respective appendices as attached herein.

7.1.2 The bid shall consist of the following documents in response to the RFP in the sequence shown below. Each part of the bid submission should be adhered to and inserted as per the RFP for ease of reference, and applicable signatures attached where applicable:

7.1.2.1 *Acceptance of ACSA's terms and conditions of RFP* - must be completed and signed and submitted with the bid;

7.1.2.2 *Covering Letter* - A covering letter must be provided to properly identify the bid and to highlight other general information that the Bidder has included regarding, for instance, the business and/or organisation;

7.1.2.3 *Company Background and Executive Summary and Organogram* - An executive summary of the bid should include all salient features. Bidders should include the bid information requested in the Appendices such as:

Full name, address, fax and telephone numbers, including the full citation of Bidder, and registration number (in the case of a company or close corporation) exactly as the company or close corporation is registered. If the Bidder is an entity other than a natural person, please provide the name of an individual who is authorised to represent the Bidder;

7.1.2.4 Description of Bidder (i.e. Corporation, Joint Venture, Consortium, Sole Proprietorship) :-

a) If an Incorporated Entity: List the date of incorporation and the names of all persons or entities owning 10% or more of the Bidders voting shares.

b) If a Partnership: List the date of commencement of the partnership and the name, address, and share of each partner and also include a copy of the partnership agreement.

c) If a Joint Venture: List date of commencement of the agreement. Also list the name and address of each member of the joint venture, including a copy of the agreement recording such a joint venture.

d) If a Sole Proprietorship: List all the business names under which such proprietor has done business during the last two (2) years, address/es, and the duration of the contract/project.

e) Provide a brief history of the Bidder and its experience. State the number of persons the Bidder presently employs. Also indicate any changes in the Bidders name and ownership structure and any trading names under which the Bidder has been doing business.

7.1.2.6 Bidder *Proof of relevant experience of providing similar services* - The Bidder is to detail the nature of similar services provided and such experience must be supported with at least three (3) letters of verifiable clients where the bidder is providing, or have provided similar services. The Bidder must have at least five (5) years recent experience;

7.1.2.7 *References / Verifiable clients* - Original letters of reference dully signed by at least one director of the bidding entity stating similar services provided, including value of contract per project. The letters must briefly describe the scope of services provided during term of contract. Details for each reference (Name, Position, Landline Phone number and e-mail address) and inform these references in advance that ACSA may contact them during the evaluation period as per the time lines provided. Note that this is an important component of the evaluation;

7.1.2.9 *Partner Status* – Bidders must provide original letters of partner status with the technology or the vendor (where applicable).

7.1.2.10 *B-BBEE particulars* - Bidders must submit a valid B-BBEE verification certificate and report issued by a verification agency for recognition of the B-BBEE status as determined in accordance with the Codes of Good Practice. B-BBEE information must be detailed confirming the BEE ownership and attach hereto, a certified copy of the identity documents of all owners. In the case of a Company (Pty) Ltd, submit CM29 or equivalent and in the case of a Close Corporation CK1 or CK2.

7.1.2.11 *Valid, Original Tax Clearance Certificate*- The Bidder must submit a valid, original tax clearance certificate from the South African Revenue Services together with the bid.

7.1.2.12 *Financial Information* – financial statements of the actual bidding entity (e.g. not the holding company) must be submitted. In the case of a joint venture, include the audited financial statements of each member of the joint venture.

7.1.2.13 *Declaration of Solvency* - A statement declaring whether the Bidder or any Director or member of the Bidder has ever been declared insolvent or liquidated or whether, either the Bidder or member has ever filed an application for sequestration or liquidation as the case may be.

7.1.2.14 *Annual Financial Statements*—the Bidders must provide audited financial statements for the last five (5) financial year certified by their Auditors.

7.1.2.16 *Proof of Joint Venture* – Formal Agreement of JV or partnership with the JV's B-BBEE certificate where applicable.

7.1.2.18 *Proof of membership*- Bidders are requested to submit, as applicable, proof of registration with or any membership to a recognised original equipment manufacturer (OEM) related to the services required.

7.1.2.19 *Schedule of Rates/Price and Bid*—must be submitted as per schedules provided under Appendix G – Fleet Maintenance and Services Pricing Workbook.

7.1.2.20 *Additional Information* - Bidders are requested to indicate any additional information they deem relevant to strengthen their bid.



SECTION 8: REQUEST FOR PROPOSAL SUBMISSION CHECKLIST

ITEM	DOCUMENT	INCLUDED	
		YES	NO
1	Acceptance of Request for Proposal Terms & Conditions and Bidders Particulars		
2	Covering Letter		
3	Company background & Executive Summary & Organogram (Organizational Structure illustrating the composition and reporting relationship of the team)		
4	Names and identity numbers & certified documents of Directors		
5	Certificate of Incorporation, CIPC documents and Directors Identification numbers		
6	Joint Venture (JV) Agreement (If Applicable)		
7	Letter of Good Standing from Department of Labour		
8	Bidders relevant Experience, Bidders Contract References and List of References to the services		
9	Original B-BBEE Certificate from approved certification body		
10	Valid Tax Clearance Status PIN		
11	Declaration of Insolvency or Liquidation, Latest Audited Financial Statements, Credit References and Banking Reference		
12	Schedule of Rates/Price Bid		
13	Declaration of conflict of interest and Declaration Form		
14	Declaration of forbidden practises		
15	Proof of Bidder's registration on the National Treasury Central Supplier Database		
16	OEM accreditation certificate		
17	OEM Letter for Rapid 7 Nexpose support & Maintenance		
18	Reference Letters from two (2) clients		

APPENDIX A: ACCEPTANCE OF TERMS AND CONDITIONS OF RFP AND BIDDERS PARTICULARS

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

Proposal No: **COR 6461/2020/RFP**

1. Bidder's Name and Contract Details

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

2. Proposal Certification

We hereby submit a Proposal in participation of the request for Rapid 7 Nexpose subscription renewals and support and maintenance for a period of thirty-six (36) months in accordance with ACSA'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 documentation provided by Airports Company South Africa in this Request for Proposal.
- We accept that Airports Company South Africa'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 hundred and twenty (120) days calculated from the closing date for 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:	



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APPENDIX B: COVER LETTER



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APPENDIX C: COMPANY BACKGROUND, EXECUTIVE SUMMARY & ORGANOGRAM



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APPENDIX D: NAMES AND IDENTITY NUMBERS OF DIRECTORS (CERTIFIED ID DOCUMENTS)



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APPENDIX E: CERTIFICATE OF INCORPORATION CIPC DOCUMENTS



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**APPENDIX F: SIGNED, CERTIFIED COPY OF THE JOINT VENTURE AGREEMENT OR
MEMORANDUM OF UNDERSTANDING (IF APPLICABLE)**



APPENDIX G: BIDDER'S RELEVANT EXPERIENCE AND LETTERS OF REFERENCES

(MOST RECENT CONTRACTS)

Company Name	Type of Services Provided	Value of Contract	Duration of Contract	Contact Name	Contact Details	Original letter of reference attached in the reference template provided (Yes/No)
1.						
2.						
3.						
4.						

APPENDIX H CONTINUES: REFERENCE LETTER TEMPLATE

(REFERENCE TO BE PRINTED ON LETTER HEAD OF REFEREES)

Attn.: ACSA Supply Chain Management - Corporate

Airports Company South Africa Limited

E-mail: scm.compliance@airports.co.za

Date:

To Whom It May Concern

ACSA: RFP REFERENCE No. : COR 6461/2020/RFP

I hereby confirm that:

- The Bidder: _____ performed _____ work for our Company.
- The work was completed to our satisfaction and successfully implemented at our Company.
- The estimated value of the contract with the Bidder was R_____.
- The Bidder performed the specified work for our Company

From _____ To _____
MM/YYYY **MM/YYYY**

Note to referee: If any other work was done, please explain the relationship with your company below:

Yours faithfully

NAME & SURNAME

POSITION



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APPENDIX I: B-BBEE



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APPENDIX J: VALID TAX CLEARANCE STATUS PIN



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APPENDIX K: FINANCIAL INFORMATION: DECLARATION OF SOLVENCY OR LIQUIDATION



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APPENDIX K CONTINUES: TWO YEARS LATEST AUDITED FINANCIAL STATEMENTS



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**APPENDIX K CONTINUES: NAME, ADDRESS AND TELEPHONE NUMBERS OF AT LEAST ONE
(1) BANKING REFERENCE**



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APPENDIX K CONTINUES: A LETTER OF GOOD STANDING

APPENDIX L: PRICING SCHEDULE

Bid Price Proposal

The Bidder is to complete the offer separately to ACSA by inserting a separate proposed rates and pricing as applicable to the proposal.

Bidders are requested to provide pricing schedule and note the following:

- All prices are to be in ZAR excluding VAT.

The costing should be based on fixed fees for the duration of the contract period.

Include a complete cost and pricing data breakdown for all costs identified in the work/implementation plan.

APPENDIX M: DECLARATION OF CONFLICT OF INTEREST

Full details of directors, shareholders, members, partners, trustees, sole proprietors or any other person with a right or entitlement to share in profits, revenues or assets of the bidding entity should be disclosed in the table below:

Table A

Full Name	Designation (Whether shareholder / director or both)	Identity Number	Tax Reference Number	% Interest in the bidding entity

Declaration of Business Interests

- A. Are any persons listed in the table (A) above employees of Airports Company South Africa? Yes / No
- B. Are any employees of the bidding entity employees of Airports Company South Africa? Yes / No
- C. Are any family members of persons listed in the table (A) above employees of Airports Company South Africa? Yes / No

Details of persons connected with the bidding entity who are employees of Airports Company South Africa shall be disclosed below:

Table B

Full Name	Identity Number	Role within Airports Company South Africa	Relationship to bidder	% Interest

- D. Is the bidding entity or its principle listed on the National Database as a company or person prohibited from doing business with the Public Sector? Yes / No
- E. Is the bidding entity or its principles listed on the National Treasury register for Tender Defaulters in terms of S29 of the Prevention and Combating of Corrupt Activities Act (No. 12 of 2004)? Yes / No
- F. If 'Yes' to C or D above, were you informed in writing about the listing on the database of Restricted Suppliers or Register of Tender Defaulters by National Treasury? Yes / No
- G. Was the entity or persons listed in table A above convicted for Fraud or Corruption during the last five years in a court of law (including a court of law outside of the Republic of South Africa)? Yes / No

Duly Authorised Representative to Depose an Affidavit

This form should be signed by a duly authorised representative of the bidding entity before a commissioner of oaths.

I, hereby swear / affirm that the information disclosed above is true and accurate;

that I understand the content of the document;

the entity undertakes to independently arrive at any offer at any time to Airports Company South Africa without any consultation, communication, agreement or arrangement with any competitor.

In addition, that there will be no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specification and conditions or delivery particulars of the products or services of the Institution.

That the bidding entity or its representatives are aware of and undertakes not to disclose the terms of any bid, formal or informal, directly or indirectly, to any competitor, prior to the award of the contract.

Signed on this day.....Month.....20.....

Name:

Position:

Witnessed:

Commissioners Stamp:

Name:

Position:

APPENDIX M CONTINUES: 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 N: 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 _____ 201_____

Name: _____
 Designation: _____
 Signature: _____



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SOUTH AFRICA

APPENDIX O: PROOF OF BIDDER'S REGISTRATION ON THE NATIONAL TREASURY CENTRAL SUPPLIER DATABASE