

**Request for Proposal for the Provision of Staff Cost Reduction
Advisory Services for ACSA for a period of 7 months**

Tender Number:	COR6464/2020
Issue Date	20 August 2020
Closing Date	09 September at 12:00
Optional Virtual Briefing Session date	26 August 2020 at 11:00

Name	Designation	Signature	Date
Dinah Tsumane	Category Specialist		20 August 2020
Amanda Blose	Acting Group Manager Rewards and Benefits		20 August 2020
Dirk Kunz			20 August 2020
Wurshall Esterhuizen			20 August 2020

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SECTION 1: INSTRUCTIONS TO BIDDERS

1.1 Collection of RFQ documents

Electronic copies of the tender document available on www.etender.gov.za, Kindly print and complete.

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 Supply Chain 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 (one original hard copy) and (one) USB stick** must be submitted on or before 12:00(PM) on 09 September 2020, using the Hand delivery method:

a) **OR Tambo International Airport Tender box:**

Located at: **Tender Box A**

ACSA Offices, 3rd floor North wing

OR Tambo International Airport

Bidders are requested to take into consideration the COVID protocol by allowing extra time when coming to the airport.

1.3 Alternative Bids

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: Dinah Tsumane

Designation: Specialist: Category Management

Tel: 011 723 2640

Email: Dinah.Tsumane@airports.co.za

Fax: 0867199620

Request for clarity or information on the tender may only be requested until 04 September 2020 at 17:00. 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 Optional Virtual Briefing Session

Optional Virtual briefing session will be held for this tender as follows:

Date: 26 August 2020

Time: 11:00

N.B Bidders are requested to register for the virtual optional briefing session and indicate if they will be participating in the tender by sending an email on the above address.

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.

1.9 Validity Period

ACSA requires a validity period of one hundred and twenty (120) 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 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

SECTION 2: BACKGROUND, PURPOSE AND SCOPE OF WORK

2.1 Background

Since inception 26 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), Upton (UTN), Port Elizabeth (PLZ), East London Airport, George Airport, Kimberley Airport and the Corporate Office.

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.

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.

The management and reduction of staff costs has been a strategic key focus area for the Human Resources Division. Since April 2016, the staff cost has increased and therefore remained a challenge with various initiatives implemented with the objective to reduce the cost.

The arrival of the COVID-19 pandemic however has resulted in a material decline in both aeronautical and non- aeronautical revenue and therefore the long-term cash liquidity of the Company. The significant decline in revenue caused by an extended lockdown period severely impacted ACSA's Operational Expenditure budget and has seen the company significantly reduce costs. Considering the aforementioned a comprehensive review on staff cost reduction was conducted to identify an approach to reduce the staff headcount

2.2 Purpose of this Tender

The purpose of this tender is to obtain bids from Bidders, in respect to the relevant scope of services, and to evaluate these bids in order to appoint a Service Provider and set up an advantageous agreement with the most suitably qualified and experienced service provider.

2.3 Scope of Works

ACSA requires an experienced service provider that will review the company's staff cost reduction roadmap and provide support and advise on the implementation process.

2.3.1 Decision phase

- a. Review the strategy that the Company has adopted compared with best practice and the current context with specific reference to:
 - i. The alternatives considered to reduce costs and minimise workforce impact
 - ii. The components of an effective strategy
 - iii. The partnership with legal for contractual and emerging legislative requirements
 - iv. The segmentation of the workforce population
 - v. The responsibilities, accountabilities, stakeholders to be consulted and informed (RACI)
- b. Provide advice and best practice support on separation package design
- c. Review of enabling policies and procedures for enablement of the strategy

2.3.2 Implementation phase

- 2.3.2.1 Develop criteria for identification of critical positions
- 2.3.2.2 Develop a selection matrix for eligible employees
- 2.3.2.3 Assist with the development of the rules of engagement for eligible employees
- 2.3.2.4 Develop a simplified calculation tool for use by employees
- 2.3.2.5 Advise on the change management approach which includes:
 - a. Communication and engagement plan
 - b. Roles and responsibilities
 - c. The manner in which to deal with difficult decisions and conversations
 - d. Timing (timelines)
- 2.3.2.6 Review, and develop where needed, tools to manage the communication process
- 2.3.2.7 Review, and develop where needed, training material
- 2.3.2.8 Advise on the Labour Relations Act and other applicable legislation

2.3.2.9 Draft notices, contracts and other relevant legal documentation

2.3.3 Sustain phase

2.3.3.1 Advise on the remaining workforce engagement strategy

2.4. The proposal should also include the following information:

2.4.1 Description of your approach and proposal to the scope arrangement, including:

Identification of the key resources who will be responsible for the engagement, including the expected percentage of their time commitment to Airports Company South Africa along with their experience plans to maintain engagement with Airports Company on a continued duration for the said period;

2.4.2 Curriculum Vitae of the key team members that will be assigned including relevant experiences, qualifications, accreditations and a description of your specific capabilities and expertise in line with the scope.

2.4.3 A summary of relevant experience for which similar services are currently/were previously being provided. Include at least three reference clients (including key contact names and telephone numbers and email addresses) where you are/were providing similar services to other clients.

2.4.4 Your proposed fees for the service required.

#	Position	Rate Per hour
	Team Lead	
	Organisational Design- Specialist	
	Change Management -Specialist	
	Employee Relations - Specialist	
	Other please specify	

SECTION 3: PREFERENCE POINTS AND PRICE

3.1. Preference Points Claims

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:

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

The value of this bid is estimated not to exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 system shall be applicable. Preference points for this bid shall be awarded for:

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

	Points
Price	80
B-BBEE Status Level of Contribution	20
Total Points for Price and B-BBEE must not Exceed	100

3.3. 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.

3.4. 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.

3.5. Definitions

3.5.1. **“All Applicable Taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;

3.5.2. **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

3.5.3. **“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;

3.5.4. **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

3.5.5. **“Comparative Price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;

3.5.6. **“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;

- 3.5.7. “**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;
- 3.5.8. “**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;
- 3.5.9. “**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;
- 3.5.10. “**Non-Firm Prices**” means all prices other than “firm” prices;
- 3.5.11. “**Person**” includes a juristic person;
- 3.5.12. “**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;
- 3.5.13. “**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;
- 3.5.14. “**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
- 3.5.15. “**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.
- 3.5.16. “**ACSA**” Airports Company South Africa SOC Limited

3.6. Adjudication Using A Point System

- 3.6.1. 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.
- 3.6.2. 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
- 3.6.3. Points scored will be rounded off to the nearest 2 decimal places.

3.7. Award of Business where Bidders have Scored Equal Points Overall

- 3.7.1. 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.
- 3.7.2. 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.
- 3.7.3. Should two or more bids be equal in all respects, the award will be decided by the drawing of lots.

3.8. Points Awarded for Price

- 3.8.1. The 80/20 or 90/10 Preference Point Systems

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

80/20 **or** **90/10**

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

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

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

3.9.1. 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 (90/10 system)	Number of Points (80/20 system)
1	10	20
2	9	18
3	8	16
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

- 3.9.2. 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.
- 3.9.3. 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 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.
- 3.9.4. 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.
- 3.9.5. 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.
- 3.9.6. 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.
- 3.9.7. 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.
- 3.9.8. 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.

3.10. 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 Paragraph 3.9.1:

B-BBEE Status Level of Contribution: _____ = _____ (maximum of 10 or 20 point)

(Points claimed in respect of paragraph 4.8.1 must be in accordance with the table reflected in paragraph 3.9.1 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).

3.11. Declaration with regard to the Bidder

3.11.1. Name of bidding entity

3.11.2. VAT Registration number:

3.11.3. Company registration

3.11.4. Type of company / firm:

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation

Company

(Pty) Limited

[TICK APPLICABLE BOX]

3.11.5. Describe principal business activities

3.11.6. Company Classification

Manufacturer

Supplier

Professional service provider

Other service providers, e.g. transportation, *etcetera*. [TICK APPLICABLE BOX]

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

3.11.8. 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 3.9.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- The information furnished is true and correct;
- The preference points claimed are in accordance with the General Conditions as indicated in paragraph 4.1 of this Section;
- In the event of a contract being awarded as a result of points claimed as shown in paragraph 3.9.1, the contractor may be required to furnish documentary proof to the satisfaction of ACSA that the claims are correct;

3.11.9. 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.

Signature(s) of bidder(s)

2.

Date:

Address: _____

SECTION 4: EVALUATION CRITERIA

ACSA will use a pre-determined evaluation criterion when considering received bids. The evaluation criteria will consider the commitment made for functionality/technical Requirements. 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.

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.

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

Stage 1	Stage 2	Stage 3
Mandatory Admin Requirements	Technical Evaluations	Evaluate price and Preference (B-BBEE)

4.1. Mandatory Requirements

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

- **Acceptance of Terms and Conditions of the Bid**

4.2. Functionality / Technical

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

Bidders must go through Mandatory Requirement in order to be promoted from the functional/technical requirements stage of the evaluation:

Threshold

The functional/technical evaluation will be based on a threshold, where bidders which fail to achieve a minimum of **65%** on the functional/technical stage will not be considered further in the evaluation. Bidders must meet the minimum threshold per element in order to proceed to the next phase of evaluation. The thresholds on each element of the evaluation are as follows:

	Evaluation Criteria	Applicable Value	Max Score	Min Score
4.1	The Company must demonstrate its experience in developing and implementing staff cost reduction projects in the last 3 years	Bidder to provide relevant letters of reference. 5 References= 40 4 References = 35 3 References = 30 less than 3 References = 0	40	30
4.2	Demonstrate a minimum of 10 years experience for the Team Lead in the following: <ul style="list-style-type: none"> o Employee Relations including the applicable legislation 	Bidder to submit CV for project lead 20 years and more = 35 15 years = 25 10 years = 20 Less than 10 years = 0	35	20

	<ul style="list-style-type: none"> ○ Organisational Design experience to provide high-level advise on identifying roles and capabilities ○ Change Management specific to staff reduction 			
4.3	<p>Between the team members a minimum experience of 5 years in each of the environments specified below must be demonstrated:</p> <ul style="list-style-type: none"> ○ Employee Relations including the applicable legislation ○ Organisational Design experience to provide high-level advise on identifying roles and capabilities ○ Change Management specific to staff reduction 	<p>Bidder to submit CV's for team.</p> <p>More than 7 years' experience = 25</p> <p>More than 5 years less than 7 years' experience = 20</p> <p>5 years' experience = 15</p> <p>Less than 5 years' experience = 0</p>	25	15
	Total		100	65

4.3. 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 on page 9 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. Returnable Documents and information

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

TAB	DOCUMENT	INCLUDED	
		YES	NO
A	Acceptance of Request for Bids Terms & Conditions & Bidder's Particulars		
B	Bid Declaration Form		
C	Declaration of Forbidden Practices		
D	Sub-contracting form		
E	Bids Certification		
1	Covering Letter		
2	Company Profile - Company background & Executive Summary & Organogram		
3	List of proposed Sub-contractors/ Joint Ventures/Partners Agreement including details of company shareholders and the percentage shareholding. (If Applicable)		
4	Schedule of Human Resource available for the services (Resource Plan)		
5	Company relevant Experience and Letters of contactable References		

6	QSE or EME Sworn affidavit, B-BBEE Certificate from approved certification body (SANAS)		
7	Tax Clearance Certificate		
8	Latest Audited Financial Statements		
9	Delivery programme		
10	ID documents of Directors or Shareholders		
11	Central Supplier Database Summary report		
12	CIPC Registration Documents		
13	Pricing Schedule		
14	Additional information		

5.2. 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 RFB

6.1. Conditions of the request for Bids

- 6.1.1. This RFB 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 bid submission closing date and time shall not be considered by ACSA and will 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 RFB, 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:
- Recover from the relevant bidder all costs, losses or damages incurred by it as a result of the award; and/or
 - 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 RFB 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 RFB 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 service providers, 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 Bids.

6.1.14. No tender will be awarded to a bidder who is not registered on National Treasury's Central Supplier Database

6.1.15. No tender will be awarded to a bidder whose tax matters have not been declared to be in order by South African Revenue Services.

6.2. Binding Arbitration Provision

6.2.1. It is a condition of participation in this RFB process between the bidder and ACSA and 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 RFB documents or of anything required to be done or performed there under,
- Concerning any aspect of the RFB process to anything done or decided there under or
- Concerning the validity of the award of the RFB 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. RFB Acceptance

- 6.3.1. ACSA reserves the right to reject:
- Incomplete bids;
 - Late bids;
 - Conditional bids; and
 - Bids that are non-compliant with the procedural and administrative requirements.

- 6.3.2. ACSA reserves the right to withdraw the RFB 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 RFB 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 RFB, will form part of the RFB. In case of any discrepancy, however, the issued RFB 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.

- APPENDIX A: ACCEPTANCE OF TERMS AND CONDITIONS**
- APPENDIX B: BID DECLARATION**
- APPENDIX C: DECLARATION OF FORBIDDEN PRACTICES**
- APPENDIX D: SUB-CONTRACTING FORM**
- APPENDIX E: BID CERTIFICATION**

APPENDIX A

ACCEPTANCE OF TERMS AND CONDITIONS OF RFB AND BIDDERS PARTICULARS

TO: The Supply Chain General Manager

Airports Company South Africa Ltd.

Bid Reference Number: **COR6464/2020**

Bidder's Name and Contract Details

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

APPENDIX B: 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:

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:

APPENDIX: D Sub-Contracting

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

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 (submit proof)

APPENDIX E: BIDS CERTIFICATION

We hereby submit a Bid in respect of the provision of structural optimisation advisory services 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 Bids.

We accept that ACSA’s Tender Board’s decision is final and binding.

We certify that all forms of Bids as required in the Bids document are included in our submission.

We certify that all information provided in our Bids is true, accurate, complete and correct.

This Bids is specific to this project only; it has no impact, influence or effect on any other project for which a Bids may be submitted.

The undersigned is/are authorized to submit and sign the Bids that shall be binding on closure of the Bids submission.

The Bids is binding on this Tenderer for a period which lapses after one hundred and twenty (120) working days calculated from the closing date for Bids submission.

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

For and behalf of:

Tendering entity name:	
Capacity:	