



# REQUEST FOR PROPOSAL

## RFP REFERENCE NO: GMA/011/18

### PROVISION OF HEALTH AND AUDITS ON THE GAUTRAIN SYSTEM

**The GMA seeks:**

to appoint a suitably qualified and experienced Service Provider to conduct an audit of the Concessionaire's compliance status to applicable health, safety, and emergency management legislation and standards.

|  |                         |
|--|-------------------------|
| <b>DATE OF ISSUE:</b>                      | <b>22 FEBRUARY 2019</b> |
| <b>COMPULSORY BRIEFING SESSION:</b>        | <b>27 FEBRUARY 2019</b> |
| <b>CLOSING DATE FOR QUESTIONS:</b>         | <b>13 MARCH 2019</b>    |
| <b>CLOSING DATE FOR TENDER SUBMISSION:</b> | <b>15 MARCH 2019</b>    |
| <b>CLOSING TIME:</b>                       | <b>11H00</b>            |

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## DEFINITIONS

In this Request for Proposal, unless a contrary intention is apparent:

**Business Day** means a day which is not a Saturday, Sunday or public holiday.

**Bid** means a written offer in a prescribed or stipulated form lodged by a Bidder in response to an invitation in this Request for Proposal, containing an offer to provide goods, works or services in accordance with the Specification as provided in RFP Part B.

**Closing Time** means the time, specified as such under the clause "Indicative Timetable" of this RFP Part A, by which Tenders must be received.

**Evaluation Criteria** means the criteria set out under the clause "Evaluation Criteria Format" of this RFP Part A.

**GMA** means the Gautrain Management Agency; a PFMA Schedule 3(C) listed Provincial Public Entity, established in terms of the GMA Act No. 5 of 2006.

**Intellectual Property Rights** includes copyright and neighbouring rights, and all proprietary rights in relation to inventions (including patents) registered and unregistered trademarks (including service marks), registered designs, confidential information (including trade secrets and know how) and circuit layouts, and all other proprietary rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.

**Member** means an employee of the GMA.

**Proposed Contract** means the agreement including any other terms and conditions contained in or referred to in this RFP that may be executed between the GMA and the successful Bidder.

**Request for Proposal** or **RFP** means this document (comprising each of the parts identified under RFP Part A, Part B, Part C and Part D) including all annexure and any other documents so designated by the GMA.

**Services** means the services required by the GMA, as specified in this RFP Part B.

**Specification** means any specification or description of the GMA's requirements contained in this RFP Part B.

**State** means the Republic of South Africa.

**Statement of Compliance** means the statement forming part of a Tender indicating the Bidders compliance with the Specification.

**Bidder** means a person or organisation that submits a Bid.

**Tendering Process** means the process commenced by the issuing of this Request for Proposal and concluding upon formal announcement by the GMA of the selection of a successful Bidder(s) or upon the earlier termination of the process.

**Website** means the website administered by GMA located at <http://gma.gautrain.co.za>

## **INTERPRETATIONS**

In this RFP, unless expressly provided otherwise:

A reference to:

- (a) "includes" or "including" means includes or including without limitation; and
- (b) "R" or "Rands" is a reference to the lawful currency of the Republic of South Africa.

# RFP - PART A

## INTRODUCTION

1. The Gautrain Management Agency (GMA) is a PFMA Schedule 3(C) listed provincial public entity which has been established in terms of the GMA Act No. 5 of 2006. The GMA is substantially funded from the Provincial Revenue Fund in order to carry out the following strategic objectives:
  - Assist the Gauteng Provincial Government (GPG) in implementing Gautrain and achieving the Project's objectives.
  - Act on behalf of GPG in managing the relationship between Province and the Concessionaire in terms of the Concession Agreement and ensure that the interests of Province are protected.
  - Enhance the integration of Gautrain with other transport services and Public Transport Plans.
  - Promote and maximise the Socio-Economic Development and B-BBEE objectives of the GPG in relation to Gautrain.
  - Liaise with and promote co-operation between government structures in all three spheres of Government in relation to Gautrain.
  - Liaise with persons having an interest in the project.
  - Manage assets relating to Gautrain and promote their preservation and maintenance.
  - Manage the finances of the Gautrain Project and the financial securities provided by the Concessionaire.
  - Monitor the policy and legislative environment of the Gautrain Project
  
2. The Bombela Concession Company (RF) (Pty) Ltd (BCC or the Concessionaire) entered into a Concession Agreement with the Gauteng Province (Province) for the design, partial finance, construction, operation, and maintenance of the Gautrain Rapid Rail Link until 27 March 2026. The Operations Commencement Date (OCD) 1 started on 08 June 2010 for the section between Sandton station and ORTIA station. Extended Phase (EP) 1 services commenced on 02 August 2011 between Hatfield and Rosebank stations. The Operations Commencement Date 2 services commenced on 07 June 2012 between Rosebank and Park stations, in so doing providing a complete service between Park and Hatfield stations. At the end of the concession period, the Concessionaire shall transfer the Gautrain System to the GMA.

3. The GMA is inviting responses to this Request for Proposal (reference number GMA/011/18) in order to appoint a suitably qualified and experienced service provider to conduct an audit of the Concessionaire's compliance status to applicable health, safety, and emergency management legislation and standards as specified in this RFP PART B – Specification.
4. The appointment of a successful service provider is subject to conclusion of a service level agreement between the GMA and the service provider.

**RFP OBJECTIVES**

5. The objective of the tender is to find suitably qualified and experienced Service Provider to conduct an audit of the Concessionaire's compliance status to applicable health, safety, and emergency management legislation and standards for a period of two (2) years.

**INDICATIVE PROJECT TIMETABLE**

| ACTIVITY   | DATE                             |
|--|----------------------------------|
| Issue of RFP                                       | 22 February 2019                 |
| <b>Briefing Session</b>                            | <b>27 February 2019 at 12H30</b> |
| <b>Closing Date and Time</b>                       | <b>15 March 2019 at 11H00</b>    |
| Intended completion of evaluation of tenders       | 10 April 2019                    |
| Intended formal notification of successful Bidders | 12 April 2019                    |
| Effective date of contract                         | 26 April 2019                    |

*\*This timetable is provided as an indication of the timing of the tender process. It is indicative only and subject to change by the GMA. Bidders are to provide proposals that will allow achievement of the intended commencement date.*



**SUBMISSION OF TENDERS**

**Hardcopy Submission (Compulsory)**

|   |   |
|---|---|
| Proposal Submission                                   | Bid documents must be secured together preferably bound or contained in a lever arch file                                     |
| Physical Address of Tender Box                        | 44 Grand Central Boulevard, Grand Central Midrand (Off R101 Old Johannesburg Road)  |
| Hours of access to Tender Box                         | Between 07:00 and 17:00 (Weekdays only)   |
| Information to be marked on package containing Tender | Gautrain Management Agency<br>Attention: Supply Chain Management Unit<br>RFP Ref. No. GMA/011/18<br><br><b>Name of Bidder</b> |

6. Bidders are to provide one (1) original and three (3) hard copies of the Bidders Response (Bid).
  
7. Bidders must also include an electronic copy of the Bidders Response for each proposal in PDF or Microsoft Office 2007 format in the hardcopy submission. All responses must be submitted in a sealed envelope in accordance with the conditions of Tendering and on the official forms included in this document.
  
8. All documents must be virus checked by the Bidder before lodgement. In this case of inconsistency between the electronic and hardcopy submissions, the hardcopy submission will prevail.
  
9. All enquiries related to this RFP must be sent to [tenderenquiries@Gautrain.co.za](mailto:tenderenquiries@Gautrain.co.za).

**RULES GOVERNING THIS RFP AND THE TENDERING PROCESS**

**APPLICATION OF RULES**

10. Participation in the tender process is subject to compliance with the rules contained in this RFP Part A.

11. All persons (whether or not a Participant in this tender process) having obtained or received this RFP may only use it, and the information contained therein, in compliance with the rules contained in this RFP Part A.
12. All Bidders are deemed to accept the rules contained in this RFP Part A.
13. The rules contained in this RFP Part A apply to:
  - a. The RFP and any other information given, received or made available in connection with this RFP, and any revisions or annexure;
  - b. the Tendering Process; and
  - c. any communications (including any briefings, presentations, meetings and negotiations) relating to the RFP or the Tendering Process.

## **REQUEST FOR PROPOSAL**

### **STATUS OF REQUEST FOR PROPOSAL**

14. This RFP is an invitation for service provider/s to submit a proposal(s) for the provision of the services as set out in the Specification contained in this RFP Part B. Accordingly, this RFP must not be construed, interpreted, or relied upon, whether expressly or implied, as an offer capable of acceptance by any person(s), or as creating any form of contractual, promissory or other rights.
15. No binding contract or other understanding for the supply of the Services will exist between the GMA and any Bidder unless and until the Agency has executed a formal written contract with the successful Bidder.

### **ACCURACY OF REQUEST FOR PROPOSAL**

16. Whilst all due care has been taken in connection with the preparation of this RFP, the GMA makes no representations or warranties that the content in this RFP or any information communicated to or provided to Bidders during the Tendering Process is, or will be, accurate, current or complete. The GMA, and its officers, employees and advisors will not be liable with respect to any information communicated which is not accurate, current or complete.

17. If a Bidder finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this RFP or any other information provided by the GMA (other than minor clerical matters), the Bidder must promptly notify the Agency in writing (by e-mail to the address [tenderenquiries@Gautrain.co.za](mailto:tenderenquiries@Gautrain.co.za)) of such discrepancy, ambiguity, error or inconsistency in order to afford the GMA an opportunity to consider what corrective action is necessary (if any).
18. Any actual discrepancy, ambiguity, error or inconsistency in this RFP or any other information provided by the GMA will, if possible, be corrected and provided to all Bidders without attribution to the Bidder who provided the written notice.

### **ADDITIONS AND AMENDMENTS TO THE RFP**

19. The GMA reserves the right to change any information in, or to issue any addendum to this RFP before the Closing Time. The GMA and its officers, employees and advisors will not be liable in connection with either the exercise of, or failure to exercise this right.
20. If the GMA exercises its right to change information in terms of clause 22, it may seek amended Tenders from all Bidders.

### **REPRESENTATIONS**

21. No representations made by or on behalf of the GMA in relation to this RFP will be binding on the GMA unless that representation is expressly incorporated into the contract ultimately entered into between the GMA and the successful Bidder.

### **CONFIDENTIALITY**

22. All persons (including all Bidders) obtaining or receiving this RFP and any other information in connection with this RFP or the Tendering Process must keep the contents of the RFP and other such information confidential, and not disclose or use the information except as required for the purpose of developing a proposal in response to this RFP.

## COMMUNICATIONS DURING THE TENDERING PROCESS

### REQUESTS FOR CLARIFICATION OR FURTHER INFORMATION

23. All communication and attempts to solicit information of any kind relative to this tender should be in writing and channelled to the Supply Chain Management Unit via email to: [tenderenquiries@Gautrain.co.za](mailto:tenderenquiries@Gautrain.co.za).
24. Any communication by a Bidder to the GMA will be effective upon receipt by the SCM Unit (provided such communication is in the required format).
25. The GMA has restricted the period during which it will accept questions or requests for further information or clarification and reserves the right not to respond to any enquiry or request, irrespective of when such enquiry or request is received.
26. Except where the GMA is of the opinion that issues raised apply only to an individual Bidder, questions submitted and answers provided will be made available to all Bidders by e-mail, as well as on the GMA's website without identifying the person or organisation which submitted the question.
27. In all other instances, the GMA may directly provide any written notification or response to a Bidder by email to the address of the Bidder (as notified by the Bidder to the SCM Unit).
28. A Bidder may, by notifying the SCM Unit in writing, withdraw a question submitted in accordance with clause 30, in circumstances where the Bidder does not wish the GMA to publish its response to the question to all Bidders.

### UNAUTHORISED COMMUNICATIONS

29. Bidders may not contact (including promotional or advertising activities) any GMA staff or Advisors of GMA except through the channel in clause 21 above on any matter pertaining to the bid from the time when the bid is advertised to the time the bid is awarded. Communicating with any GMA staff or Advisors of GMA except through the channel in clause 21 above will be perceived as an effort by a bidder to influence bid evaluation, bid comparisons or bid award decisions in any manner, and will result in rejection of the bid concerned. Nothing in this clause is intended to prevent communications with staff of, or

advisors of the GMA to the extent that such communications do not relate to this RFP or the Tendering Process.

30. Bidders must not otherwise engage in any activities that may be perceived as, or that may have the effect of, influencing the outcomes of the Tendering Process in any way.

### **IMPROPER ASSISTANCE, FRAUD AND CORRUPTION**

31. Bidders may not seek or obtain the assistance of employees, contractors or advisors of the GMA in the preparation of their tender responses, except where contractors or advisors are participating in the tender in which case the Bidder must disclose such participation in its tender by declaring their possible interest or conflict in the relevant SBD 4 form.
32. The GMA may in its absolute discretion, immediately disqualify a Bidder that it believes has sought or obtained such improper assistance.
33. Bidders are to be familiar with the implications of contravening the Prevention and Combating of Corrupt Activities Act, No. 12 of 2005 and any other relevant legislation.
34. Bidders are encouraged to stop crime at the GMA in its tracks and report it anonymously to the following number: 0800 6 FRAUD/0800 637 283.

### **ANTI-COMPETITIVE CONDUCT**

35. Bidders and their respective officers, employees, agents and advisors must not engage in any collusion, anti-competitive conduct or any other similar conduct in respect of this Tendering Process with any other Bidder or any other person(s) in relation to:
- a. The preparation or lodgement of their Tender
  - b. the evaluation and clarification of their Tender; and
  - c. the conduct of negotiations with the GMA.
36. For the purposes of clause 38, collusion, anti-competitive conduct or any other similar conduct may include disclosure, exchange and clarification of information whether or not such information is confidential to the GMA or any other Bidder or any other person or organisation.

37. In addition to any other remedies available to it under law or contract, the GMA may, in its absolute discretion, immediately disqualify a Bidder that it believes has engaged in any collusive, anti-competitive conduct or any other similar conduct during the entire Tendering Process.

### **COMPLAINTS ABOUT THE TENDERING PROCESS**

38. Any complaint about the RFP or the Tendering Process must be submitted to the SCM Unit in writing, (preferably by email), immediately upon the cause of the complaint arising or becoming known to the Bidder.

39. The written complaint must set out:

- a. The basis for the complaint, specifying the issues involved;
- b. how the subject of the complaint affect the organisation or person making the complaint;
- c. any relevant background information; and
- d. the outcome desired by the person or organisation making the complaint.

40. If the matter relates to the conduct of an official, employee or advisor of the GMA, the complaint should be addressed in writing marked for the attention of the Chief Executive Officer of the GMA, and delivered to the physical address of the GMA, as notified.

### **CONFLICT OF INTEREST**

41. A Bidder must not, and must ensure that its officers, employees, agents and advisors do not place themselves in a position that may give rise to actual, potential or perceived conflict of interest between the interests of the GMA and/or the Gauteng Provincial Government and the Bidders interests during the Tender Process.

42. The Bidders Response in this RFP Part C requires the Bidder to provide details of any interests, relationships or clients which may or do give rise to a conflict of interest in relation to the supply of the services under any contract that may result from this RFP.

43. If the Bidder submits its Tender and a subsequent conflict of interest arises, or is likely to arise, which was not disclosed in the Tender, the Bidder must notify the GMA immediately in writing of that conflict.

44. The GMA may immediately disqualify a Bidder from the Tendering Process if the Bidder fails to notify the GMA of the conflict as required.

### **LATE TENDERS**

45. Tenders must be lodged by the Closing Date and Time. Where a tender document is not in the tender box at the time of the bid closing, such a bid document will be regarded as a late bid. Late bids will not be accepted or considered.

46. Tenders lodged after the Closing Time or lodged at a location or in a manner that is contrary to that specified in this RFP will be disqualified from the Tendering Process and will be ineligible for consideration.

47. The determination of the GMA as to the actual time that a Tender is lodged is final. Subject to clause 49, all Tenders lodged in the Tender Box after the Closing Time will be recorded by the GMA and will only be opened for the purposes of identifying a business name and address of the Bidder. The GMA will inform a Bidder whose Tender was lodged after the Closing Time of its ineligibility for consideration. The general operating practice is for the late tender to be returned within 5 (Five) working days of receipt or within 5 (Five) working days after determination not to accept a late tender.

### **TENDER DOCUMENTS**

#### **BIDDERS RESPONSIBILITIES**

51. Bidders are responsible for:

- a. Examining this RFP and any documents referenced or attached to this RFP and any other information made or to be made available by the GMA to Bidders in connection with this RFP;
- b. fully informing themselves in relation to all matters arising from this RFP, including all matters regarding the GMA's requirements for the provision of the Services;
- c. ensuring that their Tenders are accurate and complete;
- d. making their own enquiries and assessing all risks regarding this RFP, and fully considering and incorporating the impact of any known and unknown risks into their Tender;
- e. ensuring that they comply with all applicable laws in regards to the Tendering Process particularly as specified by National Treasury Regulations, Guidelines, Instruction Notes and Practice Notes and other relevant legislation as published from time to time in the Government Gazette;

- f. submitting an Original Valid Tax Clearance Certificate and all other returnable documents as listed on the Checklist; and
- g. Failure to provide the required information could result in disqualification of the bidder.

### **PREPARATION OF TENDERS**

52. Bidders must ensure that:
- a. Their Tender is submitted in the required format as stipulated in this RFP Part A; and
  - b. all the required information fields in RFP Part C are completed in full and contain the information requested by the GMA.

**Note to Bidders:** *The GMA may in its absolute discretion reject a Tender that does not include the information requested.*

53. Unnecessarily elaborate responses or other presentations beyond that which is sufficient to present a complete and effective tender proposal are not desired or required. Elaborate and expensive visual and other presentation aids are not necessary.

### **ILLEGIBLE CONTENT, ALTERATION AND ERASURES**

54. Incomplete Tenders may be disqualified or evaluated solely on information contained in the Tender.
55. The GMA may disregard any content in a Tender that is illegible and will be under no obligation whatsoever to seek clarification from the Bidder.
56. The GMA is entitled to amend any bid conditions, validity period, specifications, or extend the closing date of bids before the closing date. All bidders, to whom the bid documents have been issued, will be advised in writing of such amendments in good time.

### **OBLIGATION TO NOTIFY ERRORS**

57. Amended bids may be sent, together with the original bid, in an envelope marked "Amendment to bid" and should be placed in the bid box before the closing date and time. An amendment bids without original bid document will not be considered.

### **RESPONSIBILITY FOR TENDERING COSTS**

58. The Bidders participation or involvement in any stage of the Tendering Process is at the Bidders sole risk, cost and expense. The GMA will not be held responsible for, or pay for, any expense or loss that may be incurred by Bidders in relation to the preparation or lodgement of their Tender.



59. The GMA is not liable to the Bidder for any costs on the basis of any contractual, or promissory or restitutionary grounds whatsoever as a consequence of any matter relating to the Bidders participation in the Tendering Process, including without limitation, instances where:
- a. The Bidder is not engaged to perform under any contract; or
  - b. the GMA exercises any right under this RFP or at law.

#### **DISCLOSURE OF TENDER CONTENTS AND TENDER INFORMATION**

60. All Tenders received by the GMA will be treated as confidential. The GMA will not disclose any Tender contents and Tender information, except:
- a. As required by law;
  - b. for the purpose of investigations by other government authorities having relevant jurisdiction;
  - c. to external consultants and advisors of the GMA engaged to assist with the Tendering Process; or
  - d. for the general information of Bidders required to be disclosed as per National Treasury Regulations, Guidelines, Instruction Notes or Practice Notes.

#### **USE OF TENDERS**

61. Upon submission in accordance with the requirements of submission of Tenders, all Tenders submitted become the property of the GMA. Bidders will retain all ownership rights in any intellectual property contained in the Tender.
62. Each Bidder, by submission of their Tender, is deemed to have licensed the GMA to reproduce the whole, or any portion, of their Tender for the purposes of enabling the GMA to evaluate the Tender.
63. Further, in submitting a Tender, the Bidder accepts that the GMA shall, in accordance with the requirements of Treasury Regulation No. 16A.6.3(d) and the National Treasury Instruction Note on *Enhancing Compliance Monitoring and Improving Transparency and Accountability in Supply Chain Management*, publish (on the internet or otherwise):
- a. The names of all Bidders that submitted bids in relation to this RFP within 10 (Ten) working days after the closing date of this RFP, if the bid is above the threshold value of R500 000; and
  - b. on award of the bid, the name of the successful Bidder, the contract price, B-BBEE level of contribution status, the contract number and description of the contract awarded.

**PERIOD OF VALIDITY**

64. All Tenders received must remain valid and open for acceptance for a minimum of 90 (Ninety) days from the Closing Time. This period may be extended by written mutual agreement between the GMA and the Bidder.

**STATUS OF TENDER**

65. Each Tender constitutes an irrevocable offer by the Bidder to the GMA to provide the Services required and otherwise to satisfy the requirements of the Specification as set out in this RFP Part B.
66. A Tender must not be conditional on:
- a. The Board approval of the Bidder or any related governing body of the Bidder being obtained;
  - b. the Bidder conducting due diligence or any other form of enquiry or investigation;
  - c. the Bidder (or any other party) obtaining any regulatory approval or consent;
  - d. the Bidder obtaining the consent or approval of any third party; or
  - e. the Bidder stating that it wishes to discuss or negotiate any commercial terms of the contract.
67. The GMA may, in its absolute discretion, disregard any tender that is, or is stated to be, subject to any one or more of the conditions detailed above (or any other relevant conditions).
68. The GMA reserves the right to accept a Tender in part or in whole or to negotiate with a Bidder in accordance with the clause 88 (Unreasonable disadvantage) of this RFP Part A.

**TENDER RESPONSE****COMPLIANCE WITH SPECIFICATION**

69. Under Part C of this RFP, a Bidder must submit a tabulated statement showing its level of compliance to the Specification contained in this RFP Part B.
70. In particular, Bidders must state if they will not comply with the Specification, or will only comply with the Specification subject to conditions. Full details of the non-compliance (including the nature and extent of the non-compliance and any reasons for such non-compliance) must be stated in the space provided in the tabulated statement.

71. No response is required in respect of a particular section of the Specification where Bidders will comply with the Specification. Only sections that Bidders have not complied with, or will only comply with subject to conditions, should be noted in the tabulated statement.
72. The GMA is prepared to contemplate minor variations or departures from the Specification proposed by Bidders.
73. However, Bidders should note that significant or substantive variations or departures from the Specifications will not be viewed favourably unless the Bidder is able to clearly demonstrate to the satisfaction of the GMA the necessity for such variations or departures.

**Note to Bidders:** *The GMA will assume that a Bidders Response complies in all relevant respects with the Specification unless the Bidder states otherwise. Failure to notify the GMA of any non-compliance may result in a Bidders Response being disregarded.*

74. For the purposes of clauses 70,71 and 72:
  - **Yes/Complies** means that in all respects the Bidders Response meets or otherwise satisfies all specified outputs, characteristics or performance standards.
  - **Will comply subject to conditions** means that the specified outputs, characteristics or performance standards can only be met by the Bidder subject to certain conditions.
  - **No/Will not comply** means that the specified outputs, characteristics or performance standards is not met by the Bidders Response.

## GENERAL

75. Indefinite responses such as "noted", "to be discussed" or "to be negotiated" are not acceptable.
76. Where the Bidder is unwilling to accept a specified condition, the non-acceptance must be clearly and expressly stated. Prominence must be given to the statement detailing the non-acceptance. It is not sufficient that the statement appears only as part of an attachment to the Tender, or be included in a general statement of the Bidders usual operating conditions.
77. An incomplete Tender may be disqualified or assessed solely on the information completed or received with the Tender.

**ALTERNATIVE TENDER**

78. A Bidder may submit an alternative proposal. An alternative proposal will only be accepted if:
- a. The Bidder also provides a conforming Bidders Response; and
  - b. The alternative proposal is clearly identified as an "Alternative Tender".
79. An Alternative Tender may:
- a. Not comply with the Specifications for the relevant Services due to inherent design or capability in the operation of the Services; or
  - b. Provide the Services in a manner different to that specified in this RFP Part B.

**INNOVATIVE SOLUTIONS**

80. Bidders are encouraged to offer options or solutions which may, in an innovative way, contribute to the GMA's ability to carry out its operations in a more cost-effective manner.
81. These options or solutions may be related to:
- a. The outputs, functional, performance and technical aspects of the requirement; or
  - b. Opportunities for more advantageous commercial arrangements.
82. Any such options or solutions will be considered by the GMA on a "commercial in confidence" basis if so requested by the Bidder.
83. Where a Bidder submits an offer which meets the requirements of this RFP in an alternative and practical manner, the Tender must also include any supplementary material (including such pricing and costing details as may be necessary to enable the GMA to fully assess the financial impact of the alternative proposal), which demonstrates in detail that such an alternative will fully achieve and/or exceed all the specified requirements, together with references as to why the additional features may be advantageous.
84. The GMA reserves the right to consider such offers on their merits or not to consider them at all.

**CONTRACT DISCLOSURE REQUIREMENTS****DISCLOSURE OF INFORMATION**

85. The Conditions of Tendering include a provision for the disclosure of contract information (refer to this RFP Part A dealing with "Use of Tenders").

86. If a Bidder wishes to withhold the disclosure of specific contract information, the Bidder must clearly outline how the release of this information will expose trade secrets, business strategy or unique methodologies that may expose the business unreasonably to disadvantage.

## **TRADE SECRETS**

87. In considering whether specific information should be categorised as a trade secret, Bidders' should assess:
- a. The extent to which it is known outside of the Bidders business;
  - b. the extent to which it is known by the persons engaged in the Bidders business;
  - c. any measures taken to guard its secrecy;
  - d. its value to the Bidders business and to any competitors;
  - e. the amount of money and effort invested in developing the information; and
  - f. the ease or difficulty with which others may acquire or develop this information.

## **UNREASONABLE DISADVANTAGE**

88. In determining whether disclosure of specific information will expose a Bidders business unreasonably to disadvantage, the following should be considered:
- a. Whether the information is generally available to competitors; and
  - b. Whether it could be disclosed without causing substantial harm to the competitive position of the business.

The GMA will consider these applications in the Tender evaluation and negotiations (if any) with Bidders.

## **EVALUATION OF TENDERS**

### **EVALUATION PROCESS**

89. Following the Closing Time, the GMA intends to evaluate the Tenders received.
90. Tenders will be evaluated against the Evaluation Criteria specified under the section "Evaluation Criteria Format".
91. Without limiting the GMA's rights in the RFP, the GMA may at any time during the Tendering Process choose to:
- a. Shortlist one or more Bidders; and
  - b. accept one or more of the Tenders.

92. Unless the Evaluation Criteria explicitly require, the GMA may, but is not in any way bound to, shortlist, to select as successful, or to accept the Tender offering the lowest price.
93. Should the GMA choose to include a short listing stage in its evaluation process, the GMA is not, at any time, required to notify Bidders or any other person or organisation interested in submitting a Tender.
94. A Bidders Response will not be deemed to be unsuccessful until such time as the Bidder is formally notified of that fact by the GMA. The commencement of negotiations by the GMA with one or more other Bidders is not to be taken as an indication that any particular Bidders Response has not been successful.

### EVALUATION CRITERIA FORMAT

95. The evaluation criteria is weighted to reflect the importance of project requirements noted in the Specifications:
96. In evaluating Bidders Responses, the GMA will have regard to:
  - a. Specific evaluation criteria identified in the list below;
  - b. the overall value for money proposition presented in the Bidders Response; and
  - c. particular weighting assigned to any or all of the evaluation criteria specified below.
97. For the purposes of this RFP clause 98, 'value for money' is a measurement of financial and non-financial factors, including:
  - a. Quality levels; and
  - b. performance standards.
98. Value for money will be assessed on a 'whole of life' basis (including the transitioning-in, the contract term and the transitioning-out phases of the relationship between the GMA and a Bidder), with a view to long-term sustainability of the value for money proposition and with a focus on ensuring that value for money outcomes are promoted and protected following the conclusion of any contract that may result from this RFP.
99. Administrative compliance will be determined in accordance with the conditions listed in this RFP.
100. The evaluation criteria will be in line with the PPPFA, 2000 (Act No. 5 of 2000) and Preferential Procurement Regulations 2017.
101. Evaluation will be based on a point system and three-stage evaluation process. As a pre-requisite, a bid must comply with the requirements of the bid solicitation and meet the pre-qualification requirements before being evaluated further to next stage. The minimum threshold of the functionality evaluation criteria must also be met in order for the bid to be declared responsive and qualify to the next evaluation stage.

102. The value of this bid is estimated to be below R 50,000,000 and therefore the 80/20 preference point system shall apply. The following is the weighting awarded for each element, and the threshold score.

| <b>Evaluation element</b> | <b>Weighting</b> | <b>Threshold score</b> |
|---------------------------|------------------|------------------------|
| Technical proposal        | 100              | 70 Points              |
| B-BBEE proposal           | 20               | N/A                    |
| Price proposal            | 80               | N/A                    |
| <b>Total</b>              | <b>100</b>       |                        |

**FUNCTIONALITY EVALUATION**

103. The evaluation criteria for measuring functionality, and the weighting attached to each criterion is detailed in **Part B of the RFP document, Paragraph 3 of Terms of Reference**. Failure to provide adequate information for evaluation of the criteria listed below will at least result in minimal subjective consideration and may result in loss of points.

104. A minimum threshold for functionality is based on meeting the suppliers' reseller or partner status. Bids that do not meet this threshold in each section will automatically be disqualified from further evaluation.

105. Thereafter, only the qualifying bids will be evaluated in terms of the 80/20 preference point system, where a maximum of 80 points are allocated for price and a maximum of 20 points are allocated in respect of the level of B-BBEE contribution of the bidder.

**PRICE EVALUATION**

106. Price points will be calculated on the total price proposed solution as per terms of reference.

**B-BBEE EVALUATION**

107. Twenty (20) points are allocated. B-BBEE rating certificates and affidavits signed under oath are applicable and points allocated in terms of the BBEE Codes of Good Practice guideline as indicated in the following table.

108. Bidders must submit valid BBEE Certificates and affidavits signed under oath which will be verified.

| B-BBEE Status Level of Contributor | Number of points |
|------------------------------------|------------------|
| 1                                  | 20               |
| 2                                  | 18               |
| 3                                  | 14               |
| 4                                  | 12               |
| 5                                  | 8                |
| 6                                  | 6                |
| 7                                  | 4                |
| 8                                  | 2                |
| Non-compliant contributor          | 0                |

**POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION**

109. The preference points claimed by each bidder for attaining the B-BBEE Status Level of Contributor will be allocated to each qualifying bid when determining the total bid score under the preference points system. The points scored by a bidder in respect of the level of B-BBEE contribution contemplated in the table above will be added to the points scored for price.

**CLARIFICATION OF TENDERS**

110. The GMA may seek clarification from and enter into discussions with any or all of the Bidders in relation to their Tender. The GMA may use such information in interpreting the Tender and evaluating the cost and risk in accepting the Tender. Failure to supply clarification to the satisfaction of the GMA may render the Tender liable to disqualification.

111. The GMA is under no obligation to seek clarification of anything in a Tender and reserves the right to disregard any clarification that the GMA considers to be unsolicited or otherwise impermissible in accordance with the rules set out in this RFP.



**DISCUSSION WITH BIDDERS**

112. The GMA may elect to engage in detailed discussions with any one or more Bidders, with a view to maximising the benefits of this RFP as measured against the evaluation criteria and in fully understanding a Bidders offer.
113. In its absolute discretion, the GMA may invite some or all Bidders to give a presentation to the GMA in relation to their submissions, that may include a demonstration of software, programs or unique methodologies proposed, if applicable.
114. The GMA is under no obligation to undertake discussions with, or to invite any presentations from Bidders.
115. In addition to presentations and discussions, the GMA may request some or all Bidders to:
- a. Conduct a site visit, if applicable;
  - b. provide references or additional information; and/or
  - c. make themselves available for panel interviews.

**BEST AND FINAL OFFERS**

116. Bidders or where the Tendering Process involves a short listing process, shortlisted Bidders may be invited by the GMA to submit a best and final offer in relation to all or certain aspects of their respective Tenders.
117. The GMA is under no obligation to give Bidders the opportunity to submit a best and final offer. If the GMA chooses to give Bidders the opportunity to submit a best and final offer, it is under no obligation to give notification before the Closing Time that such opportunity will be given.
118. Notwithstanding the possibility that the GMA may give Bidders the opportunity to submit a best and final offer, Bidders should be aware that the GMA will, in conducting its evaluation of Tenders, rely on all information (including all representations) contained in such Tenders. Bidders are therefore encouraged to submit their best and final offers in the first instance.

## **SUCCESSFUL TENDERS**

### **NO LEGALLY BINDING CONTRACT**

119. Selection as a successful Bidder does not give rise to a contract (express or implied) between the successful Bidder and the GMA for the supply of the Services. No legal relationship will exist between the GMA and a successful Bidder for the supply of the Services until such time as a binding contract is executed by them.

### **PRE-CONTRACTUAL NEGOTIATIONS**

120. The GMA may, in its absolute discretion, decide not to enter into pre-contractual negotiations with a successful Bidder.

121. A Bidder is bound by its Tender and all other documents forming part of the Bidders Response and, if selected as a successful Bidder, must enter into a contract on the basis of the Tender without negotiation.

### **NO OBLIGATION TO ENTER INTO CONTRACT**

122. The GMA is under no obligation to appoint a successful Bidder or Bidders (as the case may be), or to enter into a contract with a successful Bidder or any other person, if it is unable to identify a Tender that complies in all relevant respects with the requirements of the GMA, or if due to changed circumstances, there is no longer a need for the Services requested, or if funds are no longer available to cover the total envisaged expenditure. For the avoidance of any doubt, in these circumstances the GMA will be free to proceed via any alternative process.

123. The GMA may conduct a debriefing session for all Bidders (successful and unsuccessful). Attendance at such debriefing session is optional.

### **ADDITIONAL RULES**

124. It is a condition of the tendering process that Bidders will be required to complete all the forms annexed to this RFP Part C.

125. A Bidder who does not submit all the information as required by the GMA will be disqualified from the Tendering Process.

**BIDDER WARRANTIES**

126. By submitting a Tender, a Bidder warrants that:

- a. In lodging its Tender it did not rely on any express or implied statement, warranty or representation, whether oral, written, or otherwise made by or on behalf of the GMA, its officers, employees, or advisers other than any statement, warranty or representation expressly contained in the RFP;
- b. it did not use the improper assistance of GMA employees or information unlawfully obtained from the GMA in compiling its Tender;
- c. it is responsible for all costs and expenses related to the preparation and lodgement of its Tender, any subsequent negotiation, and any future process connected with or relating to the Tendering Process;
- d. it otherwise accepts and will comply with the rules set out in this RFP; and
- e. it will provide additional information in a timely manner as requested by the GMA to clarify any matters contained in the Tender.

**GMA'S RIGHTS**

127. Notwithstanding anything else in this RFP, and without limiting its rights at law or otherwise, the GMA reserves the right, in its absolute discretion at any time, to:

- a. Cease to proceed with, or suspend the Tendering Process prior to the execution of a formal written contract;
- b. alter the structure and/or the timing of this RFP or the Tendering Process;
- c. vary or extend any time or date specified in this RFP for all or any Bidder or other persons;
- d. terminate the participation of any Bidder or any other person in the Tendering Process;
- e. require additional information or clarification from any Bidder or any other person or provide additional information or clarification;
- f. call for new Tenders;
- g. reject any Tender received after the Closing Time;

- h. reject any Tender that does not comply with the requirements of this RFP; or
- i. consider and accept or reject any alternative tender.

## **GOVERNING LAWS**

128. This RFP and the Tendering Process is governed by the laws applying in the Republic of South Africa.
129. Each Bidder must comply with all relevant laws in preparing and lodging its Tender and in taking part in the Tendering Process.
130. All tenders must be completed using the English language and all costing must be in South African Rands.

## **INCONSISTENCY**

131. If there is any inconsistency between any parts of this RFP, a descending order of precedence must be accorded to:
- a. the conditions of tendering in Part A and Part B of this RFP, and any annexure or attachments;
  - b. the Bidders response in Part C of this RFP;
  - c. any other part of this RFP, so that the provision in the higher ranked document, to the extent of the inconsistency, prevails.

# RFP – PART B

## TERMS OF REFERENCE

### 1. PURPOSE

The purpose of this Request for Proposal ("RFP") is to procure the services of a service provider that can be contracted by the Gautrain Management Agency ("GMA") to conduct an audit of the Concessionaire's compliance status to applicable health, safety, and emergency management legislation and standards for a period of 2 years.

### 2. BACKGROUND INFORMATION OF THE GAUTRAIN RAPID LINK SYSTEM

#### 2.1. General Description of the Gautrain Rapid Rail Link System

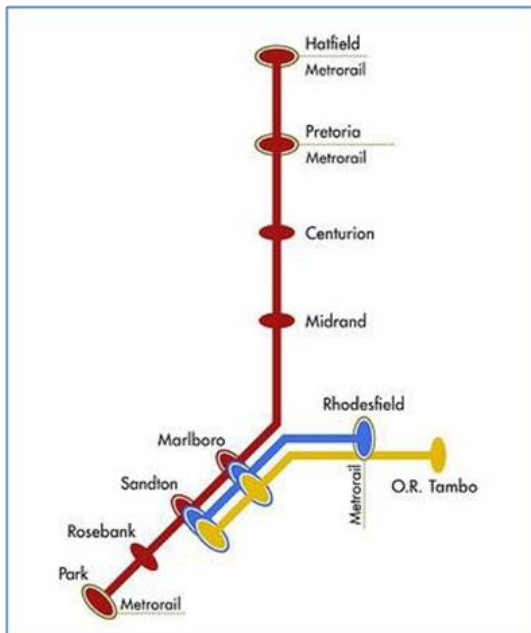
a) The Bombela Concession Company (RF) (Pty) Ltd (BCC or the Concessionaire) entered into a Concession Agreement with the Gauteng Province (Province) that is represented by the Gautrain Management Agency (GMA), for the design, partial finance, construction, operation, and maintenance of the Gautrain Rapid Rail Link until 27 March 2026. Construction of the Gautrain project was completed on 7 June 2012.

b) The Concessionaire signed an Operating Contract with Bombela Operating Company (Pty) Ltd (BOC) for the operation and maintenance of the System (Train, Station, and Bus operations).

In turn, BOC entered into two subcontracts, namely a maintainer contract in terms of which the Bombela Maintenance Company (BMC) is responsible for the maintenance of the System including the 4-car train sets and Mega Express which is responsible for the operation of the dedicated Gautrain bus service. BOC further provides overall management of the Midibus Feeder and Distribution Services ("MFDS") which are operated and maintained by their respective operators.

c) The rail network comprises 82 route kms, 25kV AC electrified, and signalled standard gauge track infrastructure of which 15.3 route kms is situated underground, 10 stations, one maintenance depot and 24

4-car Electrical Multiple Units ("EMUs") constructed to the UK loading gauge. The rail network layout is illustrated in Figure 1 below.



**Figure 1: Diagrammatic layout of the Gautrain Rapid Rail System**

- d) The Gautrain Depot is situated between Marlboro and Midrand stations on the North-South section of the System. This is where the EMUs are inspected, maintained, cleaned, and dispatched. The depot controls all train movements as well as providing a communications and control hub with the rail network, stations and tunnel equipment. BOC and BMC are both accommodated at the Gautrain Depot.

**2.2. General Description of the GMA**

The main objective of the GMA is to manage, coordinate and oversee the Gautrain. To do so, the GMA must:

- a) assist the Gauteng Provincial Government ("GPG") in implementing Gautrain and achieving its objectives;
- b) act on behalf of GPG in managing the relationship between GPG and the Concessionaire in terms of the Concession Agreement ("the CA") and ensure that the interests of GPG are protected;

- c) enhance the integration of Gautrain with other transport services and Public Transport Plans;
- d) promote and maximize the Socio-Economic Development and BBBEE objectives of the GPG in relation to Gautrain;
- e) liaise with and promote co-operation between government structures in all three spheres of Government in relation to Gautrain;
- f) liaise with persons having an interest in Gautrain;
- g) manage assets relating to Gautrain and promote their preservation and maintenance;
- h) manage the finances of the Gautrain and the financial securities provided by the Concessionaire; and
- i) monitor the policy and legislative environment of the Gautrain.

### 3. SCOPE OF WORK / SPECIFICATIONS

The GMA requires a Service Provider to conduct an audit of the Concessionaire's compliance status to applicable health, safety, and emergency management legislation and standards. The approach to this year's audit assessment must be conducted with a focus on Emergency Preparedness and Procedures that ensure the health and Safety of staff, passengers and assets during an emergency. The following are the minimum requirements for the Gautrain system health and safety audit:

**3.1.1** The Concessionaire's compliance with Relevant statutory health and safety legislation including but not limited to the following:

- Occupational Health and Safety Act 85 of 1993; and all applicable regulations promulgated under the OH&S Act;
- Compensation for Occupational Injuries & Diseases Act 130 of 1993;
- National Railway Safety Regulator Act 16 of 2007 (as amended) which includes the:
  - South African National Standards 3000:2009 series, and
  - Conditions of the existing railway safety permit,
- SANS 10400: including Part T and Part S

**3.2** The concessionaire's compliance with conditions of the latest revision of the existing safety management plan, and the current railway safety permit.

**3.3** The adequacy and effectiveness of the Concessionaire's current health and safety management system with the following:

- System's implementation and monitoring regime;
- Management arrangements for the identification and controlling of health and safety hazards and risk control associated with the Gautrain System (*viz.* train, bus, offices and stations);
- Compliance management processes, governance structures; systems; controls and monitoring procedures for assuring compliance of BOC and its subsidiaries and associated subcontractors (*viz.* BMC, and MEX);
- Management of OHS stresses such as, noise, vibration, illumination, ventilation chemical and biological hazards, heat and housekeeping including the adequacy of implemented controls;



- The Health and Safety of persons with disabilities who use the Gautrain network inclusive of station precinct facilities, train and bus facility and workplace provisions where applicable;
- Preparedness for evacuation and emergency response, disaster management and business continuity;
- Emergency Evacuation Planning and adequacy of emergency equipment;
- Reporting and analysis framework for all incidents / accidents / occupational ill-health and near misses, and;
- Corrective action tracking and continuous improvement mechanism(s)
- Emergency provision for people with disabilities.

**3.4** To establish whether the Concessionaire, and its subsidiary companies or sub-contractors meet their health and safety obligations in relation to the CA, through their respective health and safety management systems,

**3.5** follow Physical assessment of a workplace for the presence of implemented policy-stipulated measurements,

**3.6** Analysis of any previous audit findings.

**3.6.1** The audit outcomes shall be compiled into a comprehensive audit report. This audit report must be presented to the GMA, the Concessionaire, as well as relevant stakeholders for appropriate course of action.

**3.6.2** The service provider must compile an audit report which shall include corrective action recommendations in line with the contractual ambit of the CA and the timeframes within which the remedial actions would need to be completed i.e.:

- **Short:** Within two months
- **Intermediate:** Within two to six months
- **Long:** Within six to twelve months

**3.6.3** The final report shall be submitted to the GMA at a date that will be communicated to the service provider during the audit initiation meeting. The report shall provide:

- A description of the relevant conditions contained in the relevant health and safety legislation

- A description of the audit findings noting observations and using photographic evidence;
- An indication of the compliance level of the respective conditions by assigning different levels of compliance ranging from either high, low or medium non-conformance or any other rating scale the service provider deems fit.

**3.6.4** The draft audit report must be submitted to the GMA and BCC for a factual review prior to final amendment and submission to the GMA. The aim of the review phase is to ensure that the correct terminology and process descriptions have been used.

**3.6.5** The final report shall be presented to the GMA, 5 hard copies and 5 CDs containing the MS Word and *pdf* versions of the report must be made available to the GMA.

### **3.7. Audit Preparation**

Prior to commencement of the audit the service provider shall conduct an audit initiation meeting with the representatives of the Concessionaire and the GMA. In preparation for the audit; the service provider will be required to review documentation which includes but is not limited to the following:

- The latest safety permit issued by the Railway Safety Regulator;
- The H&SMS that is in place for the Gautrain System's operational phase;
- The latest revision of the Safety Management Plan;
- Previous health and safety audit and inspection reports (both internal and external)
- Hazard identification risk assessment reports;
- The Concessionaire 's latest Annual Safety report;
- The BOC's Monthly Safety, Health, Environmental, Quality (SHEQ) Integrated Reports;
- The BCC's and its subsidiary companies monitoring system of the H&SMS;
- Monitoring reports required in terms of the Railway Safety Permit; and
- Any other relevant documentation.

The service provider must arrange and facilitate a close-out meeting at the GMA head office in Midrand, inviting the Concessionaire's and GMA representatives. The close-out meeting shall comprise a presentation of the audit results to the GMA and the Concessionaire.

## 4. SUBMISSION CRITERIA

Suitably qualified Service providers are required to demonstrate, through its profile, references and other supporting documents, the following:

### 4.1 Project Team Qualifications, Certification, and Experience

The bidder is required to submit CVs for the individual or individuals who will be made available to conduct the audit of Gautrain system. These CVs must demonstrate the qualifications, certification, and specific work experience of every individual in the provision of the required area of expertise including copies of certificates as per Section 4 of this RFP including the following minimum requirements:

#### 4.1.1 Qualifications and Certifications

- Recognized Qualification in Health and Safety Management (NDip / B. Degree)
- ISO/OHSAS Management system standard training
- PRP or HACCP for FSMS
- Professional registration with the *Southern African Auditor and Training Certification Authority*) or equivalent.

#### 4.1.2 Experience

- Knowledge of industry design and construction standards and specifications including *ISO, SANS, Occupational Health and Safety Act No 85 of 1993, National Building Regulations, Construction Regulations, and Municipal Bylaws, Emergency Medical Services Regulations, National Railway Safety Regulator Act.*
- Five years' experience in conducting Health and Safety Audits within the Railway Transport Sector
- Experience in the fields of Emergency Management and Fire Protection
- Work experience on projects relating to provision of facilities for persons with disabilities.
- Evidence for the proposed key personnel having played key roles in rail related projects in South Africa and demonstrate expertise in H&S Management Systems (H&SMS) and OHSAS standards;
- An in depth understanding of the existing OHS and rail safety regulatory requirements as well as any potential future amendments.

## 4.2 Company experience and Expertise

Bidders are required to demonstrate the company experience in the provision of Health and Safety system audits of rail systems as well as airport passenger terminals as per the requirements articulated in Section 4 of this RFP including the following:

- A minimum of three years' experience in undertaking OHS compliance audits in South Africa including relevant references; these project references must be for projects executed within the last five (5) years.
- Experience in at least two railway related projects in South Africa.
- Contact details of a minimum of two recent project references that can confirm the relevant company project experience.
- Fire Safety and Emergency Management
- Experiences on projects relating to the provision of facilities for persons with disabilities.

## 4.3 Method statement / Methodology

Bidders are requested to submit a method statement/ methodology detailing the way the required scope of work as set out in Section 4 of this RFP will be executed and must include (but not limited to the following) the following:

- a) A project resource plan reflecting indicating the roles and levels of responsibility and accountability of the proposed individuals;
- b) The approach that will be adopted in the execution of these services; and
- c) A preliminary project program indicating the execution of the services articulated in Section 4 of this TOR. The service provider shall provide each entity being audited with the audit execution plan by letter (acceptable by email), at least one week before the commencement of the audit at any of the entities sites identified. This is to allow for sufficient planning of Auditee resources to ensure participation in the audit process by the relevant Auditee representatives.

**5.4. EVALUATION CRITERIA**

The functionality (technical proposal) will be scored out of 100 (one hundred) points, with an average minimum threshold of 75 (seventy-five) points. Bids that do not meet or better the technical minimum score will not be evaluated further.

Bidders will be evaluated on functionality based on the criteria indicated in Table 1.

| Evaluation Criteria  | Weight |
|--|--------|
| Qualifications of Assigned Individuals<br><b>(as per section 5.1.1 of this RFP)</b> <ul style="list-style-type: none"> <li>- Qualifications (3)</li> <li>- Certifications (7)</li> </ul>   | 10     |
| Project Experience of Assigned Individuals<br><b>(as per section 5.1.2 of this RFP)</b> <ul style="list-style-type: none"> <li>- Health and Safety audit experience (10)</li> <li>- Experience in railway projects (5)</li> <li>- Experience in FSMS (5)</li> <li>- Experience on projects relating to provision of facilities for persons with disabilities. (5)</li> </ul> | 25     |
| Company Experience<br><b>(as per section 5.2 of this RFP)</b><br>Subcriteria: <ul style="list-style-type: none"> <li>- Health and Safety audit experience (15)</li> <li>- Experience in railway projects (10)</li> </ul>   | 25     |
| Company Project References<br>Subcriteria: <ul style="list-style-type: none"> <li>- signed reference letters on the client letterhead (5)</li> </ul>   | 5      |
| Method Statement/Methodology<br><b>(as per section 5.3 of this RFP)</b><br>Subcriteria: <ul style="list-style-type: none"> <li>- Project organogram (5)</li> <li>- Full project lifecycle approach (20)</li> <li>- Preliminary project program (10)</li> </ul>   | 35     |
| Total  | 100    |

## 6. COSTING INSTRUCTION

- 5.1.** Service Providers are required to return their proposal inclusive of a pricing schedule indicating the hourly rate/s together with their submissions. Invoice will be payable in South African Rand (ZAR), on an actual deliverable, and approved time-based invoice.
- 5.2.** All claims for any other legitimate disbursement expenditure must be pre-approved by the GMA before they are incurred. All receipts are to be safely kept by the Service Provider. Disbursement's will be structured and paid for as follows:
- i. Airfare, where applicable, to be calculated at economy class rates.
  - ii. Car rental (class B).
  - iii. Private car usage will be reimbursed according to AA- travelling rates
  - iv. Accommodation, where applicable, will be based on a 3-star hotel or Guest house with Bed & Breakfast.
  - v. Consumables such as reproduction and printing of special type to be priced separately (e.g. Engineering drawings, plans & layouts etc.).

## 7. CONTRACT PERIOD

The services required as set out in Section 4 of this RFP must be rendered for a period of two (2) years.

## 8. CONFIDENTIALITY

The appointed Service Provider acknowledges and/or undertakes that through occupying the positions required by this RFP for the execution and delivery of an audit of the Concessionaire's compliance status to applicable health, safety, and emergency management legislation and standards on behalf of the GMA; the following:

- 8.1. the Service Provider shall have access to confidential information; that includes but is not limited to information, documents, data, and materials of whatever nature of the parties provided in writing;
- 8.2. the Service Provider to maintain the strictest confidentiality for:
- i. all information that may reasonably be regarded as confidential, being information not in the public domain, whether such information is oral or written,

recorded or stored by electronic, magnetic, electro-magnetic or other form or process, or otherwise in a machine readable form, translated from the original form, recompiled, made into a compilation, wholly or partially copied, modified, updated or otherwise altered, originated or obtained by, or coming into the possession, custody or knowledge of either party; or

- ii. any information relating to either GMA's, present and future research, analysis, compilations and studies, development of any system, business or financial activity, product, services, market opportunities, existing and potential customers and clients, marketing or promotion of any products, product pricing, contractual arrangements, technical knowledge, strategic objectives and planning, data, plans, designs, drawings, software or hardware, know-how, methods, trade secrets, trademarks, techniques, functional and technical requirements and specifications, financial statements, budgets, costs and financial projections, accounting procedures or financial information, including know how and Trade Secrets relating to the operation of the Gautrain.

## **9. DECLARATION OF INTEREST**

9.1. The information referred to in Clause 8.1 of this RFP will place the appointed Service Provider in a position that may give it an unfair advantage in terms of the required services to be rendered as contemplated in this RFP.

9.2. Service Providers are requested to submit a declaration of any conflict of interest in terms of any other involvement in the Gautrain Rapid Rail Link Project; including conflict of interests that may arise from the discharge of responsibilities required by this RFP as well as those that may arise from the awarding of pending bids that may affect the discharge of their responsibilities in this RFP.

## RFP - PART C:

### BIDDERS DECLARATION

All responses must be provided within the specified boxes, must comply with the word and page limits imposed and must respond to this RFP Part B in accordance with the Conditions of Tendering in this RFP Part A. All Annexures form part of the Bidders Response and must be completed in full and signed.

| BIDDERS DECLARATION  |  |
|--|--|
| <p>I the undersigned _____ (full name) hereby certify that:</p> <p><input type="checkbox"/> I have read, understood and accept the conditions contained in this RFP.</p> <p><input type="checkbox"/> I have supplied all the required information, and all the information submitted as part of the RFP is true and correct.</p> |  |
| <b>NAME OF THE BIDDER</b>  |  |
| <b>IDENTITY NUMBER</b>   |  |
| <b>POSITION</b>  |  |
| <b>AUTHORISED SIGNATORY</b>  |  |



| BIDDERS RESPONSE  |      |  |        |  |
|---|------|--|--------|--|
| FULL NAME   |      |  |        |  |
| POSTAL ADDRESS  |      |  |        |  |
| PHYSICAL ADDRESS  |      |  |        |  |
| ENTITY REGISTRATION NUMBER                                    |      |  |        |  |
| VAT REGISTRATION NUMBER                                       |      |  |        |  |
| CONTACT PERSON'S FULL NAME                                    |      |  |        |  |
| TELEPHONE NUMBER 1  | CODE |  | NUMBER |  |
| TELEPHONE NUMBER 2  | CODE |  | NUMBER |  |
| FACSIMILE NUMBER  | CODE |  | NUMBER |  |
| CELLULAR PHONE NUMBER   |      |  |        |  |
| E-MAIL ADDRESS  |      |  |        |  |
| TAX CLEARANCE CERTIFICATE                                     | YES  |  | NO     |  |
| REGISTERED ON NATIONAL TREASURY CENTRALISED SUPPLIER DATABASE | YES  |  | NO     |  |
| FULL NAME OF AUTHORISED SIGNATORY                             |      |  |        |  |
| TITLE OF AUTHORISED SIGNATORY                                 |      |  |        |  |
| SIGNATURE OF AUTHORISED SIGNATORY                             |      |  |        |  |

|  |                                      |
|--|--------------------------------------|
| <b>DATE OF SIGNATURE</b>   |                                      |
| <b>ALTERNATIVE TENDER</b>  | <i>Word limit – [500] words</i>      |
| <p>Where a Bidder also submits an Alternative Tender, it must include any supplementary material, together with associated prices, which demonstrates in detail that such an alternative will fully achieve and/ or exceed all the specifications or requirements together with references as to why the alternative proposal/s may be advantageous. This should be cross-referenced to the Specification.</p> |                                      |
| <b>CONFLICT OF INTEREST</b>  |                                      |
| <p>Provide details of any interests, relationships or clients which may give rise to a conflict of interest and the area of expertise in which that conflict of interest may arise.</p>  | <i>Complete as attached in SBD 4</i> |

## Register on the Central Supplier Database for Government managed by National Treasury

with effect from **1 April 2016** the Central Supplier Database (CSD) will serve as the single source of key supplier information for all spheres of government providing consolidated, accurate, up-to-date, complete and verified supplier information to procuring organs of state.

The establishment of a CSD will result in one single database to serve as the source of all supplier information for all spheres of government. The purpose of centralising government's supplier database is to reduce duplication of effort and cost for both supplier and government while enabling electronic procurement processes.

Prospective suppliers interested in pursuing opportunities within the South African Government and those that are already registered on the GMA supplier database are encouraged to **self-register** on the CSD. This self-registration application represents an expression of interest from the supplier to conduct business with the South African Government. Once submitted, your details will be assessed for inclusion on the CSD.

**Access the CSD site on [www.csd.gov.za](http://www.csd.gov.za)**

Contact National Treasury for further clarity on the process:

Email: [csd@treasury.gov.za](mailto:csd@treasury.gov.za)

Telephone: 012 315 5509

**Bidders must submit with their proposals proof of registration on CSD. The proof of registration must indicate the following:**

- CSD Supplier Number
- CSD Unique RRN

**SBD 1 (A)**

**INVITATION TO BID**

|  |  |  |  |  |      |
|--|--|--|--|--|------|
| <b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>   |  |  |  |  |      |
| BID NUMBER:  | GMA/011/18   |  | CLOSING DATE:  | 15/03/2019   |      |
|  |  |  | CLOSING TIME:  | 11:00AM  |      |
| DESCRIPTION  | PROVISION OF A SERVICE PROVIDER TO CONDUCT AN AUDIT OF THE CONCESSIONAIRE'S COMPLIANCE STATUS TO APPLICABLE HEALTH, SAFETY, AND EMERGENCY MANAGEMENT LEGISLATION AND STANDARDS |  |  |  |      |
| <b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>   |  |  |  |  |      |
| Gautrain Management Agency, 44 Grand Central Boulevard, Grand Central Extension 1, Midrand   |  |  |  |  |      |
| <b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>  |  |  | <b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>                           |  |      |
| CONTACT PERSON   | NKOSINATHI ZULU  |  | CONTACT PERSON   | NKOSINATHI ZULU  |      |
| TELEPHONE NUMBER   | 011 086 3500   |  | TELEPHONE NUMBER   | 011 086 3500   |      |
| FACSIMILE NUMBER   |  |  | FACSIMILE NUMBER   |  |      |
| E-MAIL ADDRESS   | <a href="mailto:tenderenquiries@gautrain.co.za">tenderenquiries@gautrain.co.za</a>   |  | E-MAIL ADDRESS   | tenderenquiries@gautrain.co.za   |      |
| <b>SUPPLIER INFORMATION</b>  |  |  |  |  |      |
| NAME OF BIDDER   |  |  |  |  |      |
| POSTAL ADDRESS   |  |  |  |  |      |
| STREET ADDRESS   |  |  |  |  |      |
| TELEPHONE NUMBER   | CODE   |  | NUMBER   |  |      |
| CELLPHONE NUMBER   |  |  |  |  |      |
| FACSIMILE NUMBER   | CODE   |  | NUMBER   |  |      |
| E-MAIL ADDRESS   |  |  |  |  |      |
| VAT REGISTRATION NUMBER  |  |  |  |  |      |
| SUPPLIER COMPLIANCE STATUS   | TAX COMPLIANCE SYSTEM PIN:   |  | OR   | CENTRAL SUPPLIER DATABASE No:  | MAAA |
| B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE   | TICK APPLICABLE BOX]<br><input type="checkbox"/> Yes <input type="checkbox"/> No   |  | B-BBEE STATUS LEVEL SWORN AFFIDAVIT                                      | TICK APPLICABLE BOX]<br><input type="checkbox"/> Yes <input type="checkbox"/> No                     |      |
| <b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>  |  |  |  |  |      |
| ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?  | <input type="checkbox"/> Yes <input type="checkbox"/> No<br>[IF YES ENCLOSE PROOF]   |  | ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? | <input type="checkbox"/> Yes <input type="checkbox"/> No<br>[IF YES, ANSWER THE QUESTIONNAIRE BELOW] |      |
| <b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>  |  |  |  |  |      |
| IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?  |  |  | <input type="checkbox"/> YES <input type="checkbox"/> NO                 |  |      |
| DOES THE ENTITY HAVE A BRANCH IN THE RSA?  |  |  | <input type="checkbox"/> YES <input type="checkbox"/> NO                 |  |      |
| DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?   |  |  | <input type="checkbox"/> YES <input type="checkbox"/> NO                 |  |      |
| DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?  |  |  | <input type="checkbox"/> YES <input type="checkbox"/> NO                 |  |      |
| IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?  |  |  | <input type="checkbox"/> YES <input type="checkbox"/> NO                 |  |      |
| <b>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.</b> |  |  |  |  |      |

**SBD 1 (B)**

**TERMS AND CONDITIONS FOR BIDDING**

|  |
|--|
| <b>1. BID SUBMISSION:</b>  |
| <p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b></p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p> <p>1.4. <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT.</b></p>   |
| <b>2. TAX COMPLIANCE REQUIREMENTS</b>  |
| <p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p> <p>2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."</p> |

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

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....  
(Proof of authority must be submitted e.g. company resolution)

DATE: .....

**SBD 3.1**

**PRICING SCHEDULE**

|                        |                            |
|------------------------|----------------------------|
| Name of Bidder: .....  | Ref Number: GMA/011/18     |
| Closing Time: 11H00 AM | Closing Date 15 March 2019 |

**OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.**

Bidders are required to submit a separate detailed price proposal.

**SBD 3.2**  
**PRICING DECLARATION**

Dear Sir/Madam

After having carefully read through and examined this RFP Reference Number GMA/011/18 in its entirety together with all the provisions contained in each section of the RFP document,

We hereby offer to conduct an audit of the Concessionaire's compliance status to applicable health, safety, and emergency management legislation and standards as detailed in the Terms of Reference (TOR) section of the REQUEST FOR PROPOSAL document:

IN AMOUNT: R \_\_\_\_\_ (including VAT)

IN WORDS: R \_\_\_\_\_ (including VAT)

We confirm that this price covers all costs associated with conducting an audit of the Concessionaire's compliance status to applicable health, safety, and emergency management legislation and standards as per the requirements in the TOR.

We confirm that GMA will incur no additional costs whatsoever over and above this amount.

We undertake to hold this offer open for acceptance for a period of 90 (ninety) days from the date of submission of offers. We further undertake that upon final acceptance of our offer, we will commence with the provision of service when required to do so by the Client.

Moreover, we agree that until formal Contract Documents have been prepared and executed, this Form of Tender, together with a written acceptance from the Client shall constitute a binding agreement between us, governed by the terms and conditions set out in this REQUEST FOR PROPOSAL.

We understand that you are not bound to accept the lowest or any offer and that we must bear all costs which we have incurred in connection with preparing and submitting this tender.

We hereby undertake for the period during which this tender remains open for acceptance not to divulge to any persons, other than the persons to which the tender is submitted, any information relating to the submission of this tender or the details therein except where such is necessary for the submission of this tender.

**PRICE DECLARATION  
(MANDATORY INFORMATION)**

I the undersigned \_\_\_\_\_ (full name) hereby certify that:

- I have read, understood and unconditionally accept that the conditions contained in above Section of this RFP.
- I have supplied all the required information, and all the information submitted as part of the Pricing Section of this RFP is true and correct.

|  |  |
|--|--|
| <b>NAME OF BIDDER</b>                    |  |
| <b>IDENTITY NUMBER</b>                   |  |
| <b>POSITION</b>                          |  |
| <b>SIGNATURE OF AUTHORIZED SIGNATORY</b> |  |



**SBD 4**

**DECLARATION OF INTEREST**

1. Any legal person, including persons employed by the state<sup>1</sup>, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favoritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or

- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf, the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

2.1 Full Name of bidder or his or her representative:  
.....

2.2 Identity Number:.....

2.3 Position occupied in the Company (director, trustee, shareholder, member):  
.....

2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:.....

2.5 Tax Reference Number: .....

2.6 VAT Registration Number: .....

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

2.7 Are you or any person connected with the bidder **YES/NO**

Are you or any person connected with the bidder presently employed by the state?

**YES/NO**

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member .....

Name of state institution at which you or the person connected to the bidder is employed:

.....

Position occupied in the state institution:.....

Any other particulars:

.....

.....

.....

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES/NO**

2.7.1.1 If yes, did you attach proof of such authority to the bid document? **YES/NO**

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.1.2 If no, furnish reasons for non-submission of such proof:

.....  
.....  
.....

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous 12 months **YES/NO**

2.8.1 If so, furnish particulars:

.....  
.....  
.....

2.9 Do you, or any person connected with the bidder, have **YES/NO**  
any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid?

2.9.1 If so, furnish particulars.

.....  
.....  
.....

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? **YES/NO**

2.10.1 If so, furnish particulars.

.....  
.....  
.....

2.11 Do you or any of the directors / trustees / shareholders / members **YES/NO**  
of the company have any interest in any other related companies whether or not they are  
bidding for this contract?

2.11.1 If so, furnish particulars:

.....

.....

.....

**3 Full details of director /trustees/members/shareholders.**

| Full Name | Identity Number | Personal Income Tax Reference Number | State Number / Employee PERSAL Number |
|-----------|-----------------|--------------------------------------|---------------------------------------|
|           |                 |                                      |                                       |
|           |                 |                                      |                                       |
|           |                 |                                      |                                       |
|           |                 |                                      |                                       |
|           |                 |                                      |                                       |
|           |                 |                                      |                                       |

| <b>DECLARATION</b>   |  |
|--|--|
| <p>I, THE UNDERSIGNED (NAME).....</p> <p><input type="checkbox"/> CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 AND 3 ABOVE IS CORRECT.</p> <p><input type="checkbox"/> I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.</p> |  |
| <b>NAME OF BIDDER</b>  |  |
| <b>IDENTITY NUMBER</b>   |  |
| <b>POSITION</b>  |  |
| <b>SIGNATURE OF AUTHORIZED SIGNATORY</b>   |  |

**SBD 6.1**

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017**

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.**

**1. GENERAL CONDITIONS**

- 1.1 The following preference point systems are applicable to all bids:
  - the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
  - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2
  - a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or
- 1.3 Points for this bid shall be awarded for:
  - (a) Price; and
  - (b) B-BBEE Status Level of Contributor.
- 1.4 The maximum points for this bid are allocated as follows:

|  | POINTS     |
|--|------------|
| PRICE  | 80         |
| B-BBEE STATUS LEVEL OF CONTRIBUTOR                       | 20         |
| <b>Total points for Price and B-BBEE must not exceed</b> | <b>100</b> |

- 1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of

contribution are not claimed.

- 1.6 The purchaser 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 the purchaser.

## 2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
  - 1) B-BBEE Status level certificate issued by an authorized body or person;
  - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

## 3. POINTS AWARDED FOR PRICE

### 3.1 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<sub>s</sub> = Points scored for price of bid under consideration

P<sub>t</sub> = Price of bid under consideration

P<sub>min</sub> = Price of lowest acceptable bid

**4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR**

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

| B-BBEE 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                               |

**5. BID DECLARATION**

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

**6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1**

6.1 B-BBEE Status Level of Contributor: = .....(maximum of 20 points)  
 (Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.



**7. SUB-CONTRACTING**

7.1 Will any portion of the contract be sub-contracted?

*(Tick applicable box)*

|     |                          |    |                          |
|-----|--------------------------|----|--------------------------|
| YES | <input type="checkbox"/> | NO | <input type="checkbox"/> |
|-----|--------------------------|----|--------------------------|

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

*(Tick applicable box)*

|     |                          |    |                          |
|-----|--------------------------|----|--------------------------|
| YES | <input type="checkbox"/> | NO | <input type="checkbox"/> |
|-----|--------------------------|----|--------------------------|

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

| <b>Designated Group: An EME or QSE which is at least 51% owned by:</b> | <b>EME</b> | <b>QSE</b> |
|--|------------|------------|
|  | √          | √          |
| Black people   |            |            |
| Black people who are youth   |            |            |
| Black people who are women   |            |            |
| Black people with disabilities   |            |            |
| Black people living in rural or underdeveloped areas or townships      |            |            |
| Cooperative owned by black people                                      |            |            |
| Black people who are military veterans                                 |            |            |
| <b>OR</b>  |            |            |
| Any EME  |            |            |
| Any QSE  |            |            |

8. **DECLARATION WITH REGARD TO COMPANY/FIRM**

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

8.6 COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in business:.....

8.8 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-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary

proof to the satisfaction of the purchaser that the claims are correct;

iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser 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) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution.

| WITNESSES                                |  |
|--|--|
| <b>NAME OF BIDDER</b>                    |  |
| <b>IDENTITY NUMBER</b>                   |  |
| <b>POSITION</b>                          |  |
| <b>AUTHORISED SIGNATORIES OF BIDDERS</b> |  |
| <b>WITNESS 1</b>                         |  |
| <b>WITNESS 2</b>                         |  |
| <b>DATE</b>                              |  |
| <b>ADDRESS</b>                           |  |

**SBD 8**

**DECLARATION OF BIDDERS PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

- 1 This declaration is used by GMA in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
  
- 2 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
  - a. abused the institution’s supply chain management system;
  - b. committed fraud or any other improper conduct in relation to such system; or
  - c. failed to perform on any previous contract.
  
- 3 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

| NO.   | QUESTION   | YES                             | NO                             |
|-------|--|---------------------------------|--------------------------------|
| 4.1   | Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?<br><br>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).<br><br><b>The Database of Restricted Suppliers now resides on the National Treasury’s website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b> | Yes<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 4.1.1 | If so, furnish particulars:  |                                 |                                |

|       |  |  |  |
|-------|--|--|--|
| 4.2   | <p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2005)?</p> <p><b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b></p> |  |  |
| 4.2.1 | If so, furnish particulars:  |  |  |
| 4.3   | <p>Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?</p>  |  |  |
| 4.3.1 | If so, furnish particulars:  |  |  |
| 4.4   | <p>Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?</p>   |  |  |
| 4.4.1 | If so, furnish particulars:  |  |  |

| <b>CERTIFICATION</b>  |  |
|---|--|
| <p>I, THE UNDERSIGNED (FULL NAME).....</p> <p><input type="checkbox"/> CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.</p> <p><input type="checkbox"/> I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.</p> |  |
| <b>NAME OF THE BIDDER</b>   |  |
| <b>POSITION</b>   |  |
| <b>AUTHORISED SIGNATORY</b>   |  |
| <b>DATE</b>   |  |

**SBD 9****CERTIFICATE OF INDEPENDENT BID DETERMINATION**

1. This Standard Bidding Document must form part of all bids<sup>1</sup> invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.
3. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
  - a. disregard the bid of any bidder if that bidder or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
  - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
4. This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (Annexure G) must be completed and submitted with the bid:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>2</sup> Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for GMA which wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

<sup>3</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

I, the undersigned, in submitting the accompanying bid:

\_\_\_\_\_ (Bid Number and Description)

In response to the invitation for the bid made by:

\_\_\_\_\_ (Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: \_\_\_\_\_ that:  
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorised by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorised by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organisation, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.



7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation);
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid;
- or
- (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2005 or any other applicable legislation.

|                             |  |
|-----------------------------|--|
| <b>NAME OF BIDDER</b>       |  |
| <b>POSITION</b>             |  |
| <b>AUTHORISED SIGNATORY</b> |  |
| <b>DATE</b>                 |  |

**SHE**  
**SAFETY, HEALTH AND ENVIRONMENT**

**REQUEST FOR INFORMATION**

**1. SAFETY, HEALTH AND ENVIRONMENT**

|      |  |   |
|------|--|---|
| 1.1  | Do you have a Safety, Health and Environment (SHE) policy statement?   | YES/NO<br>Please provide a copy of the policy statement                                     |
| 1.2  | Is your SHE programme aligned or certified to comply with the OHSAS 18001 and ISO 14001 standards?                                 | YES/NO<br>Please provide details  |
| 1.3  | Would you be prepared to have your SHE standards audited or modified according to requirements?                                    | YES/NO<br>Please give reasons if applicable   |
| 1.5  | How do you record and classify injuries sustained during operations?   | Please provide details  |
| 1.6  | How do you record and classify incidents both safety and environmentally related?  | Please provide details  |
| 1.9  | Does your company have any Health and Safety agreements with any major unions?   | Please provide details  |
| 1.10 | Is your company in good standing with a Workman's Compensation Authority   | Please provide a copy of the Letter of Good Standing which includes the registration number |
| 1.12 | Does your company employ a SHE/Q Manager and who does he/she report to?  | YES/NO<br>Please provide details of experience and qualifications of this individual        |
| 1.13 | What ongoing training is conducted with regard to SHE?   | Please provide details  |
| 1.14 | Does your company have an active Safety Committee?   | Please provide details  |
| 1.15 | How does your company communicate issues/targets to the employees regarding SHE?   | Please provide details  |
| 1.16 | Does your company have a medical surveillance programme in place?  | YES/NO<br>Please provide details,   |
| 1.17 | Have the management duties in terms of the OHSAS been assigned by written appointment to specific individuals within your company? | YES/NO<br>Please provide details of appointments in place.                                  |

**2. TECHNICAL AND QUALITY ASSURANCE STANDARDS**

|      |   |   |
|------|---|---|
| 2.1  | Do you have a quality policy statement and Quality manual?  | YES/NO<br>Please provide a copy of the policy statement   |
| 2.2  | Is your Quality Management aligned or certified to comply with the ISO 9001:2008?   | YES/NO<br>Please provide details  |
| 2.3  | Would you be prepared to have your Quality Management system audited or modified according to requirements?                         | YES/NO<br>Please give reasons if applicable   |
| 2.5  | How do you record and classify incidents and non-conformances related to quality?   | Please provide details  |
| 2.6  | Does your company employ a Quality Manager and who does he/she report to?   | YES/NO<br>Please provide details of experience and qualifications of this individual                              |
| 2.7  | What ongoing training is conducted with regard to Quality?  | Please provide details  |
| 2.10 | Are you prepared to allow personnel to access your premises to perform a technical assessment of your capabilities?                 | YES/NO  |
| 2.11 | How many different inspection agencies have visited your premises in the last 12 months   | Please provide details  |
| 2.12 | Do you have dedicated quality management resources and transparent processes to ensure quality in procured materials and equipment? | YES/NO<br>Please provide a list of the dedicated resources and a description of the quality management processes. |

|                             |  |
|-----------------------------|--|
| <b>NAME OF BIDDER</b>       |  |
| <b>POSITION</b>             |  |
| <b>AUTHORISED SIGNATORY</b> |  |
| <b>DATE</b>                 |  |

# RFP - PART D

## SUPPLIER CODE OF CONDUCT

### 1. ABBREVIATIONS, TERMINOLOGIES AND DEFINITIONS

| ABBREVIATIONS               | DEFINITIONS   |
|-----------------------------|---|
| B-BBEE                      | Broad-Based Black Economic Empowerment Act No 53 of 2003 as amended   |
| CEO                         | Chief Executive Officer   |
| CFO                         | Chief Financial Officer   |
| GMA                         | Gautrain Management Agency  |
| MANCO                       | GMA Management Committee  |
| PFMA                        | Public Finance Management Act No. 1 of 1999 as amended  |
| PPPFA                       | Preferential Procurement Policy Framework Act No. 5 of 2000   |
| SCM                         | Supply Chain Management   |
| TERMINOLOGIES               | DEFINITIONS   |
| Brand Identity              | Means the outward expression of a brand (which is the Gautrain) which includes its name, trademark, communication and visual appearance.  |
| Five Pillars of Procurement | Means the holding foundation of a procurement system which are - fair, equitable, transparent, competitive and cost effective as mentioned in the Constitution of the Republic of South Africa, Act 108 of 1996, Section 217. |
| Purchase Order              | Means a legally binding document between a GMA and a Supplier, detailing the items/services that GMA agrees to purchase at a certain price point. It also outlines the delivery date and terms of payment.                    |
| Suppliers                   | GMA suppliers and service providers, and their employees, agents, and subcontractors, including prospective suppliers   |

|                 |   |
|-----------------|---|
|                 | and service providers, as well as their employees, agents, and subcontractors. (Collectively referred to as "Suppliers"). |
| Visual Elements | Means the logo and framework or architecture which specifies how it is used.  |

**2. PURPOSE OF SUPPLIER CODE OF CONDUCT**

The purpose of this code of conduct is to define behaviors and actions which GMA suppliers must commit to abide by during SCM processes, and, where applicable, the discharge of their contractual obligations towards the GMA.

**3. APPLICABILITY/SCOPE**

This code of conduct is applicable to all GMA Suppliers.

**4. PREAMBLE**

Whereas the GMA is committed to SCM processes that are fair, equitable, transparent, competitive, and cost effective, and to receiving value for money from all its Suppliers; the GMA desires to outline standards to which its Suppliers are required to adhere to. The GMA further expects its Suppliers to replicate these standards further down their supply chains.

**5. INTRODUCTION**

The GMA aims to conduct its business in a manner that is fair, equitable, transparent, competitive and cost effective (five pillars) as underpinned by Section 217 of Constitution of the Republic of South Africa, and its core values. The five pillars are not only a prescription of standards of behavior, ethics and accountability but are a statement of GMA's commitment to a procurement system which would enable the emergence of sustainable small, medium and micro business and sustainable environment, consequently adding to the common wealth of GMA and its stakeholders.

This Code of Conduct captures the principles that the GMA expects its Suppliers to uphold. It contains globally aligned standards and guidance in each of the following areas:

- Ethics
- Labour
- Safety, Health, Environment and Quality; and
- Management Systems

## 6. ETHICS

Suppliers are expected to conduct their business in an ethical manner and act with integrity. Where unethical practice comes to light, a Supplier commits to taking appropriate action to report and remedy it. Ethical requirements include the following aspects without limitation:

### 6.1. Business Integrity

Suppliers are expected not to practice or tolerate any form of corruption, extortion, embezzlement, dishonesty, or unethical conduct of any kind. Consequently, Suppliers commit not offer or accept bribes or any other incentives that may nullify the Five Pillars of Procurement. A Supplier is expected not to donate, on behalf of the GMA, the GMA's employees/ agents/ board members, or offer or accept any gratification that may appear to be aimed at influencing a decision of the GMA or the GMA's current and potential business partners in the Supplier's favour. Suppliers are, furthermore, required to comply with all legal requirements applicable to them.

### 6.2. Conflict of Interest

Suppliers must avoid potential or actual conflict of interest. Suppliers must not deal directly with any GMA employee whose spouse, domestic partner, or other family member or relative holds a significant financial interest in the Supplier. In the event of a Supplier becoming aware of the potential breach of the foregoing principle, during the course of negotiating the Supplier agreement or performing the Supplier's contractual obligations, the Supplier shall declare the conflict of interest to the GMA's management.,

### 6.3. Fair Competition

Suppliers shall not engage in collusive bidding, price fixing, price discrimination, or other unfair trade practices not in line with fair competition and in accordance with all applicable anti-competition laws that govern the jurisdiction in which it conducts business.

#### **6.4. Privacy and Intellectual Property**

Suppliers must safeguard and maintain confidential and proprietary information or trade secrets of the GMA, and use such information only for the authorised purpose. Suppliers shall, to the foregoing end, implement measures aimed at restricting access to the GMA's confidential and proprietary information to persons requiring such access for the purpose of discharging the Supplier's obligations towards the GMA.

#### **6.5. Reputation Management**

Suppliers must acknowledge the importance and relevance of the Gautrain Brand Identity (the Brand) and visual identity. Suppliers shall, to the foregoing end, follow relevant GMA policies, procedures, directions and guidelines to ensure that the Brand and corporate visual elements is reflected positively and appropriately in order to maintain a good reputation of the GMA.

### **7. LABOUR AND HUMAN RIGHTS**

Suppliers are expected to give effect to the human rights of their employees and treat them with dignity and respect. This includes the following aspects without limitation:

#### **7.1. Diversity and Inclusion**

The GMA encourages Suppliers to provide an inclusive and supportive working environment and to exercise diversity when it comes to their employees as well as their decisions to select subcontractors. Suppliers are expected to act lawfully in this regard.

#### **7.2. Child Labour Avoidance**

The GMA does not subscribe to child labour. Suppliers must, therefore, comply with all minimum working age laws or regulations and not use child labour. Suppliers cannot employ anyone under the legal minimum working age for employment. The GMA only supports the development of legitimate workplace apprenticeship programs, for the educational benefit of young people, and will not do business with those who abuse such systems. Workers under the legal working age cannot perform hazardous work and may be restricted from night work, with consideration given to educational needs.

#### **7.3. Freedom of Association**

Suppliers must comply with all applicable laws that pertain to freedom of association and collective bargaining and will not discriminate on the basis of affiliation or non-

affiliation. Suppliers will respect employees' rights to seek representation and will not disadvantage employees who act as workers' representatives.

#### **7.4. Abuse/Harassment/Disciplinary Action**

While the GMA recognizes and respects cultural differences, Suppliers are required to provide their employees a workplace free of harsh and inhumane treatment, without any sexual harassment, sexual abuse, corporal punishment or torture, mental or physical coercion or verbal abuse of employees or threat of any such treatment. Suppliers must treat all employees with respect and dignity and comply with applicable legislation on disciplinary practices.

#### **7.5. Fair and Equal Treatment**

Suppliers' terms and conditions of employment, including hiring, training, working conditions, compensation, benefits, promotions, discipline, termination or retirement are based on the individual's qualifications, performance, skills and experience.

#### **7.6. Forced Labour**

Suppliers will employ all employees on a voluntary basis and do not use any prison, slave, bonded, forced labour or engage in any other forms of slavery or human trafficking.

#### **7.7. Working Hours**

Suppliers commit to complying with all applicable laws regarding regular working hours, rest periods and overtime hours. Suppliers will not force employees to work overtime and employees will not be punished, penalised or dismissed for refusing to work overtime.

#### **7.8. Compensation and Benefits**

Suppliers will fairly compensate all employees by providing wages and benefits in accordance with all applicable laws.

## **8. SAFETY, HEALTH, ENVIRONMENT AND QUALITY**

Suppliers are expected to provide a safe and healthy working environment and, if applicable, safe and healthy company living quarters, and to operate in an environmentally responsible and efficient manner. Suppliers will comply with all applicable laws and regulations pertaining to health, safety, environment and quality in the workplace. GMA recognizes its social responsibility to protect the environment and expects its Suppliers to share its commitment by responding to



challenges posed by climate changes and working toward protecting the environment. Suppliers commit to continuously strive to improve performance in all these areas by integrating sound safety, health and quality management practices into all aspects of business without limitation:

#### **8.1. Occupational Health and Safety**

Suppliers will protect their employees from any chemical, biological and physical hazards and physically demanding tasks in the workplace as well as from risks associated with any infrastructure used by their employees. Suppliers will provide appropriate controls, safe working procedures and preventative maintenance and necessary technical protective measures to mitigate health and safety risks in the workplace.

#### **8.2. Product Safety**

Suppliers will make available material safety data sheets containing all necessary safety-relevant information for all hazardous substances and will be provided to GMA and other parties in case of legitimate need.

#### **8.3. Resource Conservation and Climate Protection/Waste and Emissions**

Suppliers will minimise or eliminate negative impact on the environment and climate at their source or by practices such as the modification of production, maintenance and facility processes, material substitution, conservation, recycling, material reutilisation, use of climate-friendly products, processes to reduce power consumption and greenhouse gas emissions. Suppliers will have systems in place to ensure safe handling, movement, storage, recycling, reuse and management of waste, air emissions and wastewater discharges. Suppliers will have systems in place to prevent or mitigate accidental spills and releases into the environment.

#### **8.4. Quality Requirements**

Suppliers will meet generally recognised or contractually agreed quality requirements in order to provide goods and services that consistently meet GMA's needs, perform as warranted and are safe for their intended use.

### **9. MANAGEMENT SYSTEMS**

Suppliers are encouraged to fulfil the expectations set forth in this Supplier Code of Conduct by implementing management systems to facilitate compliance with all applicable laws and to

promote continuous improvement and sustainability performance. Suppliers must communicate the principles set forth in this Supplier Code of Conduct to their employees and supply chains, and are expected to take disciplinary action against any of its employee or business partner, involved in discharging the Supplier's obligations towards the GMA, who acts contrary to the letter or spirit of this Code of Conduct.

Suppliers are expected to self-monitor and demonstrate their compliance with this Code of Conduct. Where non-compliance is detected, the GMA may, at its sole discretion:

- immediately remove from GMA premises, a Supplier who behaves in a manner that is inconsistent with this Code of Conduct or any GMA policy; or
- suspend any Purchase Order from the Supplier until satisfactory corrective action is implemented;
- terminate its relationship with the Supplier;
- facilitate the listing of the Supplier in the National Treasury Register of Restricted Suppliers or its equivalent; and/or
- report the Supplier to appropriate authorities or associations.

Suppliers are responsible for prompt reporting of actual or suspected fraud, corruption, theft, financial misconduct, dishonesty, or unethical conduct, relating to SCM processes in which they are involved, or the discharge of their contractual obligations towards the GMA, to the GMA's management, or the GMA's Fraud Hotline.

**10. ROLES AND RESPONSIBILITIES**

| Responsibility               | Designation                   | Level of Responsibility / Accountability   |
|------------------------------|-------------------------------|--|
| <b>Accounting Officer</b>    | Chief Executive Officer (CEO) | <ul style="list-style-type: none"> <li>• The Chief Executive Officer is responsible for articulating the core values for the GMA.</li> </ul> |
| <b>Responsible Authority</b> | Chief Financial Officer (CFO) | <ul style="list-style-type: none"> <li>• Responsible for communicating this code to the Suppliers and providing guidance on the</li> </ul>   |

|   |                                 |   |
|---|---------------------------------|---|
|   |                                 | <p>management of exceptions to this code.</p> <ul style="list-style-type: none"> <li>Responsible for implementing suitable systems to support the implementation of this code of conduct.</li> </ul>  |
| <b>Executing Authorities</b>                              | All GMA employees and Suppliers | <ul style="list-style-type: none"> <li>Responsible for upholding and putting into action this code of conduct.</li> <li>Responsible for ensuring compliance and reporting non-compliance to this code of conduct.</li> </ul>  |
| <b>Administrative/Revisions/Amendments Responsibility</b> | Executive Manager: SCM          | <ul style="list-style-type: none"> <li>Responsible for the annual review of the code and/or amending of the code as necessary.</li> </ul>   |
| <b>Enquiries</b>  | Chief Financial Officer (CFO)   | <ul style="list-style-type: none"> <li>Responsible for the overall management and implementation of GMA SCM policies. Proposed Corrections and/or amendments to this document must be forwarded to the Executive Manager: SCM in the Finance Department.</li> </ul> |

**11. RELATED DOCUMENTS**

Content of this Code of Conduct is informed by the following legal standards:

- i. The Constitution of the Republic of South Africa, act 108 of 1996, Section 217;
- ii. Occupational Health and Safety Act, 1993;
- iii. Public Finance Management Act (PFMA) of 1999;
- iv. Preferential Procurement Policy Framework Act (PPPFA) of 2000 and its related Regulations;
- v. Construction Industry Development Board Act of 2000 and its related Regulations;

- vi. Prevention and Combating of Corrupt Activities Act of 2005;
- vii. Gautrain Management Act of 2006;
- viii. Broad-Based Black Economic Empowerment Act (B-BBEE) and Codes of Good Practice of 2013 and its related Regulations;
- ix. GMA Supply Chain Management Policy;
- x. GMA Fraud Prevention and Whistle Blowing Policy;
- xi. GMA Brand Policy; and
- xii. GMA Strategic Plan for 2018/19 to 2020/21.

**The bidder hereby declares to comply with the GMA Supplier Code of Conduct.**

|                             |  |
|-----------------------------|--|
| <b>NAME OF BIDDER</b>       |  |
| <b>POSITION</b>             |  |
| <b>AUTHORISED SIGNATORY</b> |  |
| <b>DATE</b>                 |  |