

REQUEST FOR PROPOSAL

RFP REFERENCE NO: GMA/005/16

PROVISION OF COMMERCIAL AND DISPUTE MANAGEMENT SUPPORT TO THE GAUTRAIN MANAGEMENT AGENCY

The GMA seeks:

To appoint a service provider to provide Gautrain Management Agency (GMA) with necessary commercial and dispute management support for the duration of three (3) years.

DATE OF ISSUE:	24 March 2017
COMPULSORY BRIEFING SESSION:	29 March 2017 at 11:30AM
CLOSING DATE:	13 April 2017
CLOSING TIME:	11H00

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LIST OF ACRONYMS

AG	Auditor General
CPIX	Consumer Price Index
CV	Curriculum Vitae
GMA	Gautrain Management Agency
HDI	Historical Disadvantaged Individual
MEC	Member of the Executive Council
OCD2	Operating Commencement Date 2
P.a.	Per annum
PFMA	Public Finance Management Act
PPFA	Preferential Procurement Policy Framework Act
PSP	Professional Service Provider
RFP	Request for Proposal
SARS	South African Revenue Service
SBD	Standard Bidding Document
SCM	Supply Chain Management
SMME	Small, Medium and Micro Enterprise
SP	Service Provider
TA	Technical Assistance
TOR	Specification as provided in RFP Part B (terms of reference)

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 and Part C) 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 www.gautrain.co.za/gma

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:

- To assist the Province of Gauteng in implementing the Gautrain Rapid Rail Link Project and achieving the project objectives;
- to manage the project on behalf of the Gauteng Provincial Government;
- to act on behalf of the Province of Gauteng in managing the relationship between the Province and the Concessionaire (Public Private Partnership) in terms of the Concession Agreement and ensuring that the interests of the Province are protected.

During the Development Period, the GMA's primary function was to assure the design, construction and development activities of the Concessionaire and to ensure the procurement of land for the rail reserve. During the Operating Period, the primary function of the GMA is to assure the activities of the Concessionaire, who is responsible for operating, earning revenue from and maintaining the fully developed Gautrain System in accordance with the Concession Agreement.

2. The GMA is inviting responses to this Request for Proposal (reference number GMA/005/16) in order to appoint suitably and competent Service Provider to provide Commercial and Dispute Management Support to the GMA as specified in this RFP PART B – Specification.
3. The appointment of successful service provider is subject to conclusion of a service level agreement between the GMA and the service provider.

RFP OBJECTIVES

4. The objective of the tender is to find suitably and competent service provider to provide Commercial and Dispute Management Support to the GMA.

INDICATIVE PROJECT TIMETABLE

ACTIVITY	DATE
Issue of RFP	24 March 2017
Compulsory Briefing Session	29 March 2017 at 11:30am
Closing Date and Time	13 April 2017 at 11H00
Deadline for tender enquiries	10 April 2017
Intended completion of evaluation of tenders	09 May 2017
Intended formal notification of successful Bidders	29 May 2017
Effective date of contract	01 July 2017

**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)**

Physical Address of Tender Box	44 Grand Central Boulevard, 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 SCM Unit RFP Ref. No. GMA/005/16 Name of Bidder

Electronic Submission (Additional)

E-mail Address	tenderenquiries@Gautrain.co.za
Access restrictions	Mailbox will expire at 11H00, 13 April 2017

5. Bidders are to provide one (1) original and three (3) hard copies of the Bidders Response (Bid).
6. 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.
7. 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.

RULES GOVERNING THIS RFP AND THE TENDERING PROCESS

APPLICATION OF RULES

8. Participation in the tender process is subject to compliance with the rules contained in this RFP Part A.
9. 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.
10. All Bidders are deemed to accept the rules contained in this RFP Part A.
11. 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

12. 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.
13. 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

14. 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.
15. 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) of such discrepancy, ambiguity, error or inconsistency in order to afford the GMA an opportunity to consider what corrective action is necessary (if any).
16. 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

17. 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.
18. If the GMA exercises its right to change information in terms of clause 22, it may seek amended Tenders from all Bidders.

REPRESENTATIONS

19. 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

20. 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**

21. 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**. Deadline for tender enquiries is **04 April 2017**.

22. 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).

23. 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.

24. 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.

25. 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).

26. 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

27. 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.
28. 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

29. 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.
30. The GMA may in its absolute discretion, immediately disqualify a Bidder that it believes has sought or obtained such improper assistance.
31. Bidders are to be familiar with the implications of contravening the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004 and any other relevant legislation.
32. 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

33. 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.

34. 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.

35. 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

36. 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.

37. 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.

38. 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

39. 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.

40. 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.
41. 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.
42. 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

43. 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 considered.
44. 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.
45. 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
- 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 C; 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 2011.
- 101. Evaluation will be based on a point system and two-stage evaluation process. As a pre-requisite, a bid must comply with the requirements of the bid solicitation and meet the minimum threshold of the functionality evaluation criteria to be declared responsive and qualify to the next evaluation stage.

102. The value of this bid is estimated to be above R 1,000,000 and therefore the 90/10 preference point system shall apply. The following is the weighting awarded for each element, and the threshold score.

Evaluation element	Weighting	Threshold score
Technical proposal (Functionality)	100	75 Points
Evaluation element	Weighting	Threshold score
B-BBEE proposal	10	N/A
Price proposal	90	N/A
Total	100	

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 4 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 of seventy five (75) points is required. Bids that do not meet this threshold will automatically be disqualified from further evaluation.

105. Thereafter, only the qualifying bids will be evaluated in terms of the 90/10 preference point system, where a maximum of 90 points are allocated for price and a maximum of 10 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. Ten (10) points are allocated. B-BBEE rating certificates 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 & Statements which will be verified.

CONTRIBUTOR LEVEL	B-BBEE RECOGNITION LEVEL
1	10
2	9

3	8
4	5
5	4
6	3
7	2
8	1
Non-Compliant	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 SBD 6.1, will be added to the points scored for price, calculated as described in SBD 6.1.

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

128 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 made up of either a single company or a consortium of companies to be contracted by the Gautrain Management Agency ("GMA") for a period of three (3) years to provide technical, legal, commercial advisory, and other related services as may be necessary for the review and management of commercial disputes pertaining to Gautrain Rapid Rail Link System Project ("Gautrain").

2. BACKGROUND OF THE GAUTRAIN RAPID RAIL LINK SYSTEM

2.1. The GMA

2.1.1. General Description

The main objective of the GMA is to manage, coordinate and oversee the Gautrain. In order 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.

2.2. Gautrain

2.2.1. General Description

- a) The Bombela Concession Company (RF) (Pty) Ltd (the Concessionaire) entered into the CA with the GPG for the design, partial finance, construction, operation, and maintenance of Gautrain until 27 March 2026. The Development period commenced on 28 September 2006 and the construction of the Gautrain project was completed on 7 June 2012, when the Operating Period commenced. The Concession Period ends on 27 April 2026.
- b) The Concessionaire signed an Operating Contract with Bombela Operating Company (Pty) Ltd ("the Operator") for the operation and maintenance of the System (Trains, Stations, and Bus operations). In turn, the Operator entered into two subcontracts, namely a maintainer contract in terms of which the Bombela Maintenance (Pty) Ltd ("the Maintainer") is responsible for the maintenance of the works including the existing Electrical Multiple Units ("EMUs") or 4-car train sets and Mega Express which is responsible for the operation of the dedicated Gautrain bus service.
- 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 EMUs constructed to the UK loading gauge. The rail network layout is illustrated in Figure 1 below.

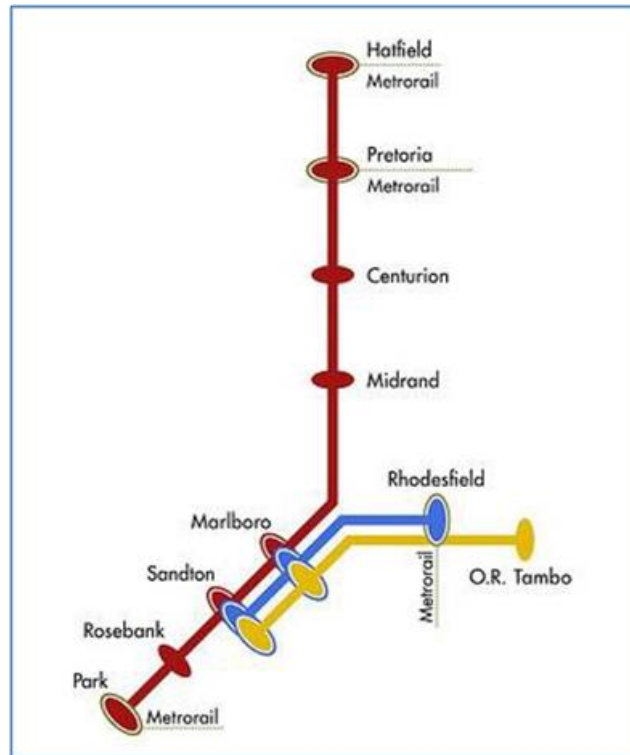


Figure 1: Diagrammatic layout of the Gautrain Rapid Rail System

- 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. The Operator and the Maintainer are both accommodated at the Gautrain Depot.

2.2.2. Description of Existing Operations

- a) The Operator is contracted by the Concessionaire to execute all required operations and maintenance of the System. The Gautrain operational services or System can basically be divided into three operational areas which are namely Train services, Station operations (including park and ride or parking), as well as the dedicated bus services.
- b) The Operator contracted the Maintainer to maintain the existing EMUs and the core rail system i.e. the track, Overhead Catenary Distribution System ("OCDS"), communication and signalling. Maintenance of fixed

assets and equipment such as elevators and escalators are the responsibility of the Operator.

- c) The Gautrain Rapid Rail Link comprises 86 General Passenger Service Railcars, 10 Airport Service Railcars (a total of 96 Railcars or 24 4-car EMUs) and 10 stations.

2.3. Commercial and Dispute Related Matters

The GPG, through its Province's Support Team ("PST") and, after 2010, through the GMA, oversees and manages the Concessionaire's obligations and performance under the CA. A number of disputes requiring detailed and skilled commercial management arose during the Development Period.

All Development Period Disputes were settled in December 2016. The GMA has decided that it will maintain strong internal and contracted commercial management skills to ensure that the contractual management aspects of the Operating Period are not neglected.

3. ADVISORY SERVICES REQUIRED

The GMA requires a service provider to review, manage, and provide support to any commercial matters that are in or may give rise to disputes pertaining to Gautrain, and the CA thus assisting the GMA in meeting its mandate as articulated in Section 2.1 of this RFP. The commercial and contractual advisory services required under this RFP are to be provided in South Africa.

The GMA intends that all commercial disputes will be coordinated and managed from the Chief Operating Officer's (COO) office so that the specific GMA Units involved in the respective disputes are informed and contribute timeously and effectively to its resolution. The primary units that are expected to be involved are the Legal and Compliance, as well as Technical Units. In addition; the GMA will access suitable legal advisors from its established panel of attorneys for each dispute.

3.1. Scope of Services

These services will include but are not limited to the following:

- i. provide dispute-related project management services as necessary for each dispute;

- ii. provide case documentation management (Indexation, printing, duplication, and configuration, version control, and integration with the GMA's electronic document control management system *ProjectWise*) for each commercial matter
- iii. ensure timely submission of all commercial documentation and correspondence to the GMA, Concessionaire, and other parties on contractual matters;
- iv. working closely with the GMA managers, assist the GMA in briefing legal advisors, and assist with the selection and compilation of documentation needed for the briefing of the legal team;
- v. develop commercial strategies for the disputes (both individually and as a collective);
- vi. provide ongoing valuation of cases from a GMA perspective so as to identify opportunities for amicable settlements and to support the GMA in any negotiations should such opportunities arise;
- vii. review all legal documentation prepared for dispute resolution;
- viii. assist in the drafting of all legal, technical, and commercial documentation related to the disputes;
- ix. assist the GMA in all matters of a contractual nature that may result in commercial agreements, reviews, and /or disputes including but not limited to insurance matters and refinancing (of the current Concession) proposals
- x. ensure compliance with all timelines set for the Dispute Resolution Procedure in the CA;
- xi. prepare and execute knowledge management and transfer for the Gautrain project so that lessons learned are captured for future projects; and
- xii. prepare and execute a program of continuous skills transfer to GMA staff on all services to be provided to the GMA under this RFP.

The scope of work will require different work effort levels depending on particular needs of the GMA at any point in time during the contractual period of this RFP. The service provider shall nominate a Project Manager as referred to in Clause 3.1 (i) of this RFP who shall be responsible to mobilize relevant personnel and allocation of work for each matter (as and when required), subject to approval by the GMA.

To the extent that particular matters require specialist services in support of particular disputes or contractual matters, then the Service Provider will be required to source such specialist services (with the approval of the GMA) and provide them to the GMA by way of sub-contract. In such circumstances the Service Provider must demonstrate optimal value for money of such services.

4. SUBMISSION CRITERIA

Service Providers are required to provide the following information that forms part of the evaluation:

4.1. Project Team Qualifications, Certification, and Experience

The Bidders are required to submit CVs for individuals who will be made available to the GMA and who will form part of the commercial and dispute management team. These CVs must demonstrate the qualifications, certification, and specific work and at least five (5) years of experience of every individual in the provision of the required area of expertise as per Section 3 of this RFP including the following:

- experience in dispute resolution management services in commuter rail infrastructure and rolling stock projects in South Africa;
- experience in commercial and contractual matters in railway infrastructure and rolling stock projects;
- experience in contract management of PPP or concession contracts/projects including matters such as insurance, refinancing, and performance management in South Africa; and
- experience in dispute management by way of arbitration in South Africa

Service Providers should ensure that the CVs submitted are for the individuals who will be committed to carry out the works as required by this RFP and must provide copies of qualification certificates

4.2. Company Experience and Expertise

Service Providers are required to demonstrate the company experience in the provision of contractual and commercial dispute management services as per the requirements articulated in Section 3 of this RFP including the following:

- experience in dispute resolution management services in commuter rail infrastructure and rolling stock projects in South Africa;
- experience in commercial and contractual matters in railway infrastructure and rolling stock projects;
- experience in contract management of PPP or Concession contracts/projects including matters such as insurance, refinancing, and performance management in South Africa; and
- experience in dispute management by way of arbitration in South Africa
- Proven track record of skills transfer in similar projects

Service Providers are requested to submit the written references of a minimum of three (3) project references that can confirm the relevant company project experience within the last ten (10) years.

4.3. Method statement / Methodology

Service Providers are requested to submit a method statement/ methodology detailing the manner in which the required scope of work as set out in Section 3 of this RFP will be executed and must include the following:

- the project governance structure in the form of an organogram reflecting the different levels of responsibility and accountability;
- the approach that will be adopted in the execution of these services;
- the staffing resource plan for all personnel to be assigned to deliver the requirements of this RFP ;
- the manner in which specialist sub-contractor services will be provided in a manner that provides best value for money to the GMA; and
- measurable skills transfer methodology detailing how the service provider will transfer the skills to GMA

4.4. Evaluation Criteria

The functionality (technical proposal) will be scored out of 100 points, with a minimum threshold of 75 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 following criteria indicated in Table below:

<u>Evaluation Criteria</u>	<u>Weight</u>
CVs indicating Qualifications, Certification, and Experience of Assigned Personnel	35
Companies experience	25
Clients testimonials / project references	5

Method statement detailing the manner in which the work is will be executed, project delivery governance structure in the form of an organogram detailing the levels of responsibility accountability, and staffing resource plan	20
Skills transfer methodology	15

5. COSTING INSTRUCTION

- 5.1. Service Providers must execute the required services as articulated in Section 3 of this RFP optimally such that the time and resources are planned, deployed, and monitored to maximum efficiency and minimum costs;
- 5.2. For the purpose of pricing bidders must allow for a total (i.e. the aggregate of hours for all individuals other than specialist sub-contractors) of 2,500 hours per annum over a three (3) year period.
- 5.3. The allowance of 2,500 hours per annum is not to be taken as a prediction of the actual hours required in any year and the GMA reserves the right to allocate the hours across the period as required by the dictates of the dispute resolution and commercial management processes.
- 5.4. Bidders are NOT to include any specialist sub-contractor costs in their price proposal. These will be sourced by the Service Provider with the approval of the GMA on an “as and when required” basis. The Bidders’ pricing proposal must indicate whether any subcontractor management fee will be applicable and the percentage.
- 5.5. Remuneration will be payable in South African Rand (“ZAR”), for hours spent on an actual, and approved time based invoice.
- 5.6. The contracting rate or fee, if applicable, will be subject to an escalation clause based on CPI for each consecutive year of being appointed and receiving task orders. For the purposes of preparing their proposals, bidders are to use CPI at 6% (Actual CPI as published by *Statistics South Africa* will be used in the annual adjustment of rates).

5.7. All work that requires core location will be executed at the GMA offices where the Service Provider shall be provided with the following:

- i. Work Station
- ii. Fixed/landline telephone
- iii. Multifunction printing

5.8. The Service Provider shall at their own cost; provide any other tools and resources required to execute the scope of commercial dispute management services as per the requirements articulated in Section 3 of this RFP.

5.9. All claims for travel and other legitimate disbursement expenditure for work that cannot be executed at the GMA offices as per Clause 5.7 above 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:

- airfare, where applicable, to be calculated at economy class rates;
- car rental (class B);
- private car usage will be reimbursed according to AA- travelling rates;
- accommodation, where applicable, will be based on a 3 star hotel or Guest house with Bed & Breakfast; and
- consumables such as reproduction and printing of special type to be priced separately (e.g. Engineering drawings, plans & layouts etc.)

6. CONTRACT PERIOD

The advisory services as set out in Section 3 of this RFP will be rendered over a period of three (3) years. The GMA reserves the sole discretion to allocate the resources of the Service Provider across this period as required by the commercial and dispute resolution processes.

7. CONFLICT OF INTEREST

Service Providers are requested to submit a statement of clear absence of any conflict of interests in terms of any disputes in the Gautrain Rapid Rail Project.

8. CONFIDENTIALITY

The appointed Service Provider acknowledges and/or undertakes that through participation in the GMA's commercial and dispute management process, 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

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>	
NAME OF THE BIDDER	
IDENTITY NUMBER	
POSITION	
AUTHORISED SIGNATORY	

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	
FULL NAME OF AUTHORISED AGENT				
TITLE OF AUTHORISED AGENT				
SIGNATURE OF AUTHORISED AGENT				
DATE OF SIGNATURE				

TOTAL BID PRICE	
ALTERNATIVE TENDER	<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>	
CONFLICT OF INTEREST	
<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

Contact National Treasury for further clarity on the process:

Email: 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 2

A1. TAX CLEARANCE CERTIFICATE REQUIREMENTS

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the Bidders tax obligations.

1 In order to meet this requirement bidders are required to complete in full the form TCC 001

“Application for a Tax Clearance Certificate” and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.

2 SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.

3 The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.

4 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.

5 Copies of the TCC 001 “Application for a Tax Clearance Certificate” form are available from any SARS branch office nationally or on the website www.sars.gov.za.

6 Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za

A2. FINANCIAL VIABILITY REQUIREMENTS

1. Are there any significant events, matters, occurrences or circumstances which have arisen since the end of your last financial year which may significantly affect operations and your ability to operate as a going concern.

SBD 3.1

PRICING SCHEDULE

Name of Bidder:	Ref Number: GMA/005/16
Closing Time: 11H00 AM	Closing Date 13 April 2017

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

Position/Level	Rate per Hour/Day (VAT Exclusive)

Disbursements/Other Expenses
1.
2.
3.
4.
TOTAL

NOTES:

- Annual price variations are set to the Consumer Price Index (CPI).
- Bidders are required to submit a separate detailed price proposal with clear price breakdown for each Section as per the detailed specification.

SBD 3.2**PRICING DECLARATION**

Dear Sir/Madam

After having carefully read through and examined this RFP Reference Number GMA/005/16 in its entirety together with all the provisions contained in each section of the RFP document,

We hereby offer to be the services provider to provide commercial and dispute management support to the GMA as per the detailed in Terms of Reference 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 being the service provider to provide commercial and dispute management support to the GMA 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.

NAME OF BIDDER	
IDENTITY NUMBER	
POSITION	
SIGNATURE OF AUTHORISED SIGNATORY	

SBD 4

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, 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 Employee Number / PERSAL Number

DECLARATION

I, THE UNDERSIGNED (NAME).....

- CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 AND 3 ABOVE IS CORRECT.

- I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

NAME OF BIDDER	
IDENTITY NUMBER	
POSITION	
SIGNATURE OF AUTHORISED SIGNATORY	

SBD 6.1**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS
2011**

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, 2011.

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 R1 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R1 000 000 (all applicable taxes included).

1.2 The value of this bid is estimated to be above R 1,000,000 (all applicable taxes included) and therefore the 90/10 system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

(a) Price	maximum points	90
(b) B-BBEE Status Level of Contribution	maximum points	10

1.4 Bidders with annual total revenue of R10 million or less qualify as Exempted Micro Enterprises (EMEs) in terms of the Broad-Based Black Economic Empowerment Act, and must submit a sworn affidavit or letter issued by a registered auditor, accounting officer or an accredited verification agency.

1.5 Bidders other than Exempted Micro-Enterprises (EMEs) must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating.

1.6 The submission of such certificates must comply with the requirements of instructions and guidelines issued by National Treasury and be in accordance with notices published by the Department of Trade and Industry in the Government Gazette.

1.7 The B-BEEE status level attained by the bidder shall be used to determine the number of points contemplated in section 5.1 below.

1.8 Failure on the part of a bidder to complete and/or to sign this form and submit a B-BBEE

Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.9. The GMA 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 GMA.

2. DEFINITIONS

2.1 **“All applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;

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

2.3 **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

2.4 **“Bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of the state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;

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

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

2.7 **“Consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;

2.8 **“Contract”** means the agreement that results from the acceptance of a bid by an organ of state;

2.9 **“EME”** means any enterprise with annual total revenue of R5 million or less;

2.10 **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;

2.11 **“Functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;

2.12 **“Non-firm prices”** means all prices other than “firm” prices;

2.13 **“Person”** includes a juristic person;

2.14 **“Rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;

2.15 **“Sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;

2.16 **“Total revenue”** bears the same meaning assigned to this expression in the Codes of Good

Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;

2.17 **“Trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and

2.18 **“Trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

3.1 The bidder obtaining the highest number of total points will be awarded the contract.

3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;

3.3 Points scored shall be rounded off to the nearest 2 decimal places;

3.4 In the event that two or more bids have scored equal total points, the successful bid shall be the one scoring the highest number of preference points for B-BBEE;

3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid shall be the one scoring the highest score for functionality; and

3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

4.1 THE 90/10 PREFERENCE POINT SYSTEM

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

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

Where

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

5. Points awarded for B-BBEE Status Level of Contribution

5.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contributor in accordance with the table below:

5.2

B-BBEE Status Level of Contributor	Number of points
1	10
2	9
3	8
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

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

5.4 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.

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

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

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

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

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

6. BID DECLARATION

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1

7.1 B-BBEE Status Level of Contribution: = (Maximum of 10 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

8 SUB-CONTRACTING

8.1 Will any portion of the contract be sub-contracted? YES / NO (delete which is not applicable)

8.1.1 If yes, indicate:

(i) what percentage of the contract will be subcontracted?
.....%

(ii) the name of the sub-contractor(s)?

.....
.....

(iii) the B-BBEE status level of the sub-contractor(s)?

.....
.....

(iv) whether the sub-contractor is an EME? YES / NO (delete which is not applicable)

9 DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm :

9.2 VAT registration number:

9.3 Company registration number:.....

9.4 TYPE OF COMPANY/ FIRM

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

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

9.6 COMPANY CLASSIFICATION

- Manufacturer
 - Supplier
 - Professional service provider
 - Other service provider, e.g. transporter, etc.
- [Tick applicable box]

9.7 Total number of years the company/firm has been in business?

.....

9.8 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 contribution indicated in paragraph 7 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 paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

(iv) If the B-BBE status level of contribution 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 favorable arrangements due to such cancellation;

(d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from 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	
NAME OF BIDDER	
IDENTITY NUMBER	
POSITION	
AUTHORISED SIGNATORIES OF BIDDERS	
WITNESS 1	
WITNESS 2	
DATE	
ADDRESS	

SBD 7.2**CONTRACT FORM - RENDERING OF SERVICES****PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)**

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remains binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.

2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of Bidders past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

4. I accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.

5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

I confirm that I am duly authorised to sign this contract.	
NAME OF BIDDER	
NAME (PRINT)	
POSITION	
AUTHORISED SIGNATORIES OF BIDDERS	
WITNESS 1	
WITNESS 2	
DATE	

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? (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). The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	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 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.		

4.2.1	If so, furnish particulars:		
4.3	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?		
4.3.1	If so, furnish particulars:		
4.4	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?		
4.4.1	If so, furnish particulars:		

CERTIFICATION	
<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>	
NAME OF THE BIDDER	
POSITION	
AUTHORISED SIGNATORY	
DATE	

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Standard Bidding Document must form part of all bids¹ 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).² 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:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² 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.

³ 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 consortium³ 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 2004 or any other applicable legislation.

NAME OF BIDDER	
POSITION	
AUTHORISED SIGNATORY	
DATE	

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 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 Please provide details
1.3	Would you be prepared to have your SHE standards audited or modified according to requirements?	YES/NO 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 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 Please provide details,
1.17	Have the management duties in terms of the OHSA been assigned by written appointment to specific individuals within your company?	YES/NO 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 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 Please provide details
2.3	Would you be prepared to have your Quality Management system audited or modified according to requirements?	YES/NO 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 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 Please provide a list of the dedicated resources and a description of the quality management processes.

NAME OF BIDDER	
POSITION	
AUTHORISED SIGNATORY	
DATE	

CHECKLIST

Bidders are to use this checklist to ensure that the bid documentation is complete for administrative compliance. If any of the required documents are not submitted as prescribed may invalidate the bid proposal. The bidder is to indicate that the documentation is complete and included in the bid document by completing the table below.

ITEM	DESCRIPTION	YES	NO
1.	Is your Bidders Response completed in full and signed?		
2.	Have you submitted all relevant annexure/s duly completed and additional information required?		
3.	CSD Summary report		
4.	SBD 2 (Tax Clearance Certificate)		
5.	SBD 3.1 (Pricing Schedule)		
6.	SBD 3.2 (Price Declaration)		
7.	SBD 4 (Declaration of Interest)		
8.	SBD 6.1 (B-BBEE Certificate)		
9.	SBD 7.2 (Declaration of offer)		
10.	SBD 8 (Declaration of Bidder's past supply chain management practices)		
11.	SBD 9 (Certificate of Independent Bid Determination)		
12.	SHE (Safety , Health and Environment)		
13.	Original bank details – either a cancelled cheque or letter from the bank		
14.	Certified copies of Original of Company Registration Documentation NB: Certification stamp must be original and no more than 3 months old as at date of closing of tender 1. certificate of registration, 2. change of name certificate (if applicable) 3. register of directors, and most current registered business address (Company Registration: CM1 and CK1, Change of Name Certificate:CM9, Latest Registered address: CM22,Most current register of directors CM29 and CK2)		
15.	Proof CSD registration		
16.	Did you submit one (1) original and three (3) hard copies of the Bidders Response?		
17.	Did you submit an electronic copy of the Bidders Response		
18.	Bid documents must be secured together preferably bound or contained in a lever arch file as GMA will not take any responsibility for any loss of documents as a result of not being properly secured upon submission		
	Tick to indicate that the information is included		