

REQUEST FOR PROPOSAL

RFP REFERENCE NO: GMA/003/13

MULTI-DISCIPLINARY EXPERT SERVICES TO ASSIST GAUTRAIN MANAGEMENT AGENCY (GMA) TECHNICAL DEPARTMENT

The GMA seeks:

A suitably qualified service provider/s to provide multi-disciplinary expert services to assist the GMA Technical Department in the following areas:

- **Rail Operation Capacity and Service Demand**
- **Environmental Specialist**
- **Environmental Legal Specialist**
- **Contracts Management Specialist**
- **Socio Economic Delivery Specialist**
- **Commercial and Dispute Resolution Expert**
- **Contract Supervision Specialist (Resident Engineer)**
- **Traffic Engineering Specialist**

Service providers are invited to submit proposals for any one or more or all of the above mentioned areas of expertise. In the event that more than one area is of interest to a service provider, proposals for the specified functions should be submitted as separate proposals. These proposals will be evaluated separately in terms of the specified evaluation criteria contained in Part B of this RFP.

DATE OF ISSUE:	07 June 2013
COMPULSORY BRIEFING SESSION:	14 June 2013 AT 10H00
CLOSING DATE:	28 June 2013
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
PPPFA	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/004/13) in order to appoint a suitably qualified and experienced service provider to provide multi-disciplinary expert services to assist the GMA Technical Department as specified in this RFP PART B – Specification.
3. The appointment of a successful service provider/s is subject to the conclusion of a service level agreement between the GMA and the service provider/s.

RFP OBJECTIVES

4. The objective of the tender is to find a suitable and capable supplier(s) to provide multi-disciplinary expert services to assist the GMA Technical Department.

PROJECT TIMETABLE

ACTIVITY	DATE
Advertisement of RFP	07 June 2013
Compulsory Briefing Session	14 June 2013 at 10H00
Closing Date and Time	28 June 2013 at 11H00
Intended completion of evaluation of tenders	17 July 2013
Intended formal notification of successful Bidders	19 July 2013
Effective date of contract	29 July 2013

**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

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 16:00 (Weekdays only)
Information to be marked on package containing Tender	Gautrain Management Agency SCM Unit RFP Ref. No. GMA 004/13 Name of Bidder

Electronic Submission

E-mail Address	tenders@gautrainpo.co.za
Access restrictions	Mailbox will expire at 11H00, 28 June 2013

5. Bidders are to provide one (1) original and three (3) hard copies of the Bidders Response (Bid).
6. Bidders must 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 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@gautrainpo.co.za.

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 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.
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.

ANTI-COMPETITIVE CONDUCT

32. 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.
33. 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.
34. 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

35. 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.
36. 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.
37. 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

38. 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.

39. 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.
40. 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.
41. 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

42. Tenders must be lodged by the Closing 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.
43. 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.
44. 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

45. 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

Failure to provide the required information could result in disqualification of the bidder.

PREPARATION OF TENDERS

46 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.

47 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

48 Incomplete Tenders may be disqualified or evaluated solely on information contained in the Tender.

49 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.

50 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

51 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

52. 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.

53. 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

54. 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

55. 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.
56. 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.
57. 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, B-BBEE level of contribution status, the contract number and description of the contract awarded.

PERIOD OF VALIDITY

58. 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

59. 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.
60. 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.
61. 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).
62. 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

63. 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.
64. 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.
65. 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.
66. The GMA is prepared to contemplate minor variations or departures from the Specification proposed by Bidders.
67. 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.

68. For the purposes of clauses 64, 65 and 66:
 - **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

69. Indefinite responses such as “noted”, “to be discussed” or “to be negotiated” are not acceptable.
70. 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.
71. An incomplete Tender may be disqualified or assessed solely on the information completed or received with the Tender.

ALTERNATIVE TENDER

72. 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”.
73. 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

74. 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.
75. 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.
76. Any such options or solutions will be considered by the GMA on a “commercial in confidence” basis if so requested by the Bidder.
77. 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.

78. 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

79. The Conditions of Tendering include a provision for the disclosure of contract information (refer to this RFP Part A dealing with “Use of Tenders”).
80. 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

81. 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

82. 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

83. Following the Closing Time, the GMA intends to evaluate the Tenders received.

84. Tenders will be evaluated against the Evaluation Criteria specified under the section "Evaluation Criteria Format".
85. 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.
86. 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.
87. 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.
88. 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

89. The evaluation criteria is weighted to reflect the importance of project requirements noted in the Specifications:
90. 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.
91. For the purposes of this RFP clause 92, 'value for money' is a measurement of financial and non-financial factors, including:
 - a. Quality levels; and
 - b. performance standards.
92. 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.
93. Administrative compliance will be determined in accordance with the conditions listed in this RFP.
94. The evaluation criteria will be in line with the PPPFA, 2000 (Act No. 5 of 2000) and Preferential Procurement Regulations 2011.
95. 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.
96. 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
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Technical proposal (Functionality)	100	80 Points
Evaluation element	Weighting	Threshold score
B-BBEE proposal	10	N/A
Price proposal	90	N/A
Total	100	

FUNCTIONALITY EVALUATION

97. The evaluation criteria for measuring functionality, and the weighting attached to each criterion is listed in the table below:

Functionality	Sub-Weighting	Total Weighting
Professional Competence		100
Knowledge and professional proven experience related to assignments of a similar nature to this RFP for the past 5 years and 10 years for Rail Service Capacity Specialist.	25	
Synopsis of each project an individual has worked on in relation to the relevant Terms of Reference	25	
Detailed pricing proposal, including allocation of resources and cost per hour	10	
Achievements related to assignments of a similar nature to this RFP for the past 5 years and 10 years for Rail Service Capacity Specialist.	15	
List of all qualifications and skills specific to area/s of expertise being proposed, include certified copies of qualifications	10	
Explain methodology or approach to be used to ensure that deliverables are met	5	
Proof of affiliation to or membership of professional bodies	5	
Contactable client references related to work performed over the last 5 years	5	
Total Score		100
Minimum Score Required		80

98. A minimum threshold for functionality of eighty (80) points is required. Bids that do not meet this threshold will automatically be disqualified from further evaluation.

99. 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

100. Price points will be calculated on the total price proposed for the deliverable as per specification.

B-BBEE EVALUATION

101. 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.
102. 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

103. 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 Annexure E, will be added to the points scored for price, calculated as described in Annexure E.

CLARIFICATION OF TENDERS

104. 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.
105. 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

106. 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.
107. 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.

108. The GMA is under no obligation to undertake discussions with, or to invite any presentations from Bidders.

109. 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

110. 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.

111. 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.

112. 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

113. 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

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

115. 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

116. 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.

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

ADDITIONAL RULES

118. It is a condition of the tendering process that Bidders will be required to complete all the forms annexed to this RFP Part C.
119. A Bidder who does not submit all the information as required by the GMA will be disqualified from the Tendering Process.

BIDDER WARRANTIES

120. 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

121. 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

122. This RFP and the Tendering Process is governed by the laws applying in the Republic of South Africa.
123. Each Bidder must comply with all relevant laws in preparing and lodging its Tender and in taking part in the Tendering Process.
124. 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:

TENDER SPECIFICATION

1. Introduction

The Gautrain Management Agency (GMA) was established in terms of the Gautrain Management Act No. 5 of 2006 in order to manage, coordinate and oversee the Gautrain Project and to act on behalf of the Province in managing the relationship between the Province and the Concessionaire in terms of the Concession Agreement (CA). The development phase of the Project was concluded and the entire system of the Gautrain Project is now in operational phase.

The GMA has the following objectives and functions with regards to the management of the assets of the project:

- Manage assets relating to the Project and promote their preservation and maintenance;
- Protect the rail reserve and other provincial transport infrastructure involved in the Project in terms of the Gauteng Transport Infrastructure Act No. 8 of 2001;
- Establish and operate information and management system for the Project;
- Liaise and exchange information with institutions, authorities or professional bodies; and
- Enhance the integration of the Project with other transport services and public transport plans.

During the development period of the Gautrain Project, various expertise (as listed below) has been provided to the Gautrain Management Agency through the Province Support Team. These include:

- Rail Operation Capacity and Service Demand
- Environmental Specialist
- Environmental Legal Specialist
- Contracts Management Specialist
- Socio Economic Delivery Specialist
- Commercial and Dispute Resolution Expert
- Contract Supervision Specialist (Resident Engineer)
- Traffic Engineering Specialist

This support is soon to be concluded, however, these expert services will continue be required by the Gautrain Management Agency, Technical Department in order to meet its objectives.

The GMA therefore seeks the services of specialist expertise with relevant proven experience to assist the Gautrain Management Agency Technical Department in matters relating to operations over the short to medium term.

2. Background

The Gautrain operate two rail links between the OR Tambo International Airport (ORTIA) and Sandton stations, the East West link (EW), and between the Hatfield and Park Stations, the North South link (NS). Transfer of passengers is possible at the Marlboro and Sandton Stations. Marlboro is favoured for connection between the North / East and Sandton between the South / East. There are two service types, the General Passenger Service (GPS) also known as a commuter service and the Airport Passenger Service (APS) which is all passengers traveling to and from ORTIA.

3. Project Objectives

The GMA is seeking responses to this RFT for the successful bidding company to provide Expertise Services in the following areas through the GMA's Technical Department,

3.1 Rail Service Capacity Specialist

The GMA is seeking a service provider to:

- Provide rail operational capacity and service demand expertise to support the GMA's Technical Department to oversee in a scientific way the interventions required to manage the service provision in an optimal manner with improved utilisation; and
- to update the rail service capacity roadmap as an input to the operating plan with the required capital and operational investment(s) to satisfy passenger demand and demand growth in a sustainable manner over the medium term within contractual and system expansion prerequisites.

Scope of work:

- Prepare, review and agree a project plan detailing the steps required to update the short to medium term capacity and demand plan;
- Analysing of the monthly rail passenger usage patterns and interprets the information including trend analysis.
- Determine and recommend the most cost effective and least risk option(s) of a rail service(s) to accommodate the passenger demand and demand growth over the medium term. This will entail that a rail capacity roadmap will have to be developed and finalised;
- In conjunction with the previous item, provide a demand management plan that will support the operational capacity roadmap as well as income scenarios on a 3 monthly basis;
- Development of a matrix of the required operational service changes with cost estimates. This includes cost benefit analysis and the updating/reviewing of information on a 3 monthly basis.
- Participate on an advisory basis in certain meetings related to operational capacity, demand management and system improvement/expansion;
- Analyse and interpret the 3 monthly and rolling 5 year service capacity utilisation plans as provided by the Concessionaire and provide input; Provide input to and/or ensuring that the rail

operational capacity and demand strategies are integrated with network and system expansion plans;

- Submit a detailed 5 year rail operational capacity and demand strategy plan within 3 months after appointment for sign off and update the plan annually or as may be required by the GMA.
- Ensure that all the GMA requirements are met and address internal risk issues.
- To train and develop newly appointed GMA staff members to acquire the required skills.
- Reside in the offices of the GMA.

Skills Required:

In issuing this RFP, the GMA seeks to identify a Bidder who is able to:

- Provide the services required by the GMA in the manner set out in the Scope of Work;
- Provide an in-depth understanding, experience and knowledge of rail operational capacity and service demand and what solutions will be best suited to GMA requirements;
- Demonstrate a commitment and ability to working in collaboration with the GMA over the term of the service agreement;
- Has a clear understanding of the GMA requirements, systems and processes and continuously seeks improvements in cost competitiveness, value, efficiency, productivity and service level quality in the provision of the services for the mutual benefit of the GMA and the Bidder.

Deliverables:

- Deliverables as detailed above will be assessed and reviewed on a bi-annual basis.

Time Frame:

It is envisaged that the required number of hours suitable for this support is stated as follows:

- Year 1 - 140 Hours per month
- Year 2 - 140 Hours per month
- Year 3 - 100 Hours per month

3.2 Environmental Specialist

The GMA seeks a service provider to:

- Assist and support the GMA in its assurance function in terms of the Concessionaire's compliance to Environmental legislation, environmental consents, Records of Decisions and Environmental Management Plans.
- Assist and support the GMA to identify adequate environmental sustainable solutions throughout the Gautrain system and to assist in the engagement with the Concessionaire with a view to future implementation.
- Compile an integrated environmental roadmap, including the required capital investment which takes cognisance of passenger demand and demand growth in a

sustainable manner and similarly meets the Gautrain contractual and expansion pre-requisites.

- Assist the GMA with the provision of effective environmental procedures, controls, reporting mechanisms and awareness programmes within the GMA to ensure compliance and protect the interests of the GMA with regard to third party environmental applications which may affect the environmental liability of the GMA.

Scope of Work:

To achieve this, the Service Provider will work under the direction of the GMA Senior Manager: SHEQ and will:

- Review all representations from the Concessionaire to legislative authorities, (for example, amendment applications, the Operation and Maintenance EMP and the current Water Use Licence.
- Arrange and carry out any necessary independent external audits and follow up audits and review any audit programmes and reports as determined by the GMA.
- Review and analyse monthly/quarterly/bi-annual/annual reports (E.g.: the Independent Environmental Consultant report, the Monthly Environmental Report and the Annual Environmental Report) within one week after receipt for sign off by the GMA.
- Attend monthly formal meetings, for example the SHEQ committee Meeting and ad-hoc Project Environmental Meetings.
- Attend other meetings or workshops as arranged by the GMA or the Concessionaire.
- Maintain the GMA list of the Concessionaire's environmental issues (snags/concerns) and continuously monitor and report on the progress of close out (monthly).
- Assist in the compilation of the environmental section of the Quarterly GMA Board Report and the Annual Report to the required GMA standards and timelines.
- Draft formal correspondence in line with the Concession Agreement in the event of any non-compliances to environmental legislation, environmental consents, Records of Decisions and Environmental Management Plans by the Concessionaire.
- Review and provide specialist advice on any formal correspondence received from the Concessionaire.
- Conduct environmental reviews of the Concessionaire's design and issued for construction drawings against the necessary consents/legislation, for any future extensions to the Gautrain system and any variations to the current system within the timelines set by the GMA.
- Conduct ad-hoc site inspections as and when required by the GMA.
- Assist the GMA as and when required in audits/inspections of the environmental aspects of the Gautrain system.
- Provide specialist advice to the GMA to manage its environmental liabilities and/or risks with regard to the operations, maintenance and future expansions of the Gautrain system.
- Compile an environmental integrated strategic 3 year rolling roadmap for sign-off within 3 months after reward of the tender.

- Assist in the reviews of any third party applications which may have an environmental impact on the Gautrain system by ensuring the GMA is registered as an interested and affected party.
- Review within two weeks any way-leave applications within the Gautrain Rail Reserve which may have an environmental impact/liability on the Gautrain system.
- Assist in the compilation of an Annual Environmental Sustainability Report.
- To ensure adequate transfer of knowledge to the relevant GMA staff.

Skills Required:

- Registration with a professional body
- At least 5 years' experience as an environmental specialist in a related field
- Experience with and knowledge of the relevant environmental legal requirements and authorisations/permits
- Ability to protect the interests of the GMA against environmental liabilities
- Ability to identify environmental non-compliances detailed in relevant authorisations/permits, documentation and legislation and to recommend mitigation measures to the Concessionaire
- Experience in liaison with Government authorities and municipalities with regard to environmental matters
- Ability and proven experience to compile technical environmental reports
- Experience of peer reviews of Environmental Impact Assessments, Environmental Management Plans and other environmental specialist reports
- A post graduate qualification will be an advantage

Deliverables:

- Deliverables as detailed above will be assessed and reviewed on a bi-annual basis.
- Should the GMA deem the work submitted to be unacceptable in nature it will request the service provider redo the work at its own time and cost.

Time Frame:

It is envisaged that the required number of hours suitable for this support is stated as follows:

Year 1 - 50 Hours per month

Year 2 - 40 Hours per month

Year 3 - 24 Hours per month

3.3 Environmental Legal Specialist

The GMA is seeking a service provider to:

- Provide environmental legal expertise to support the GMA's Technical Department to oversee the legal environmental framework.

Scope of Work:

- Review of and comment of environmental legal and compliance audits and close out reports
- Compliance issues regarding the currently applicable water use licence and ROD'S.
- Comments on the draft water use licence for the operational period for the GMA to submit formal comments to DWA.
- Review of the monthly environmental dashboards reports and quarterly and annual environmental reports and sign off by GMA on an agreed date.
- Attendance at monthly Project Environmental Coordination (PEC) Meetings.
- Assisting with sourcing critical technical information and research for the GMA and report to the GMA within Ad-Hoc assistance required for closing out of snags.
- Monitor close-out of environmental issues and provide feedback on a fort-nightly basis.
- Review and comment on any suggested revisions to the O&M EMP.
- Review Environmental Management System (EMS) for the operational period.
- Review of Concessionaire's Annual Environmental Report.
- Review any application for the amendment of ROD's or the WUL for the operational period.
- Provide input for disputes when necessary.
- Monitor Compliance with any arbitration orders.
- Provide assistance with drafting of formal correspondence on environmental issues.
- Liaise with the Concessionaire and regulatory authorities on the environmental issues where required.
- Oversee close out of environmental incidents and compliance notices.
- To ensure adequate transfer of knowledge to the relevant GMA staff.

Skills Required:

- Registration with a professional body.
- At least 5 (five) years' experience dealing with legal environmental matters with regards to PPP contracts.
- In depth knowledge of environmental legislation applicable to rail projects
- Experience in providing environmental legal advice
- Experience in the compilation of correspondence with regard to environmental legislation and contractual requirements
- An understanding of the requirements of King III with regard to environmental sustainability reporting
- Experience in liaison with Government authorities and municipalities with regard to environmental matters
- Experience in environmental legal reviews of Environmental Impact Assessments, Environmental Management Plans and other relevant environmental documents
- Ability to protect the interests of the GMA against environmental liabilities
- A post graduate qualification will be an advantage.
- Experience in participation in dispute resolution processes.

Deliverables:

- Deliverables as detailed above will be assessed and reviewed on a bi-annual basis.
- Should the GMA deem the work submitted to be unacceptable in nature it will request the service provider redo the work at its own time and cost.

Time Frame:

It is envisaged that the required number of hours suitable for this support is stated as follows:

Year 1 - 40 Hours per month

Year 2 - 24 Hours per month

Year 3 - 16 Hours per month

3.4 Contracts Management Specialist

The GMA is seeking a service provider to:

- Provide technical and contract management expertise to support the GMA's Technical Department to oversee contract interventions required for System enhancements as well as new contract variations.

Scope of Work:

- Review of proposals by the Concessionaire to the GMA on variations to the infrastructure and / or operations of the Gautrain System and make recommendations. Arrange and attend meetings with the Concessionaire and / or affected third parties as and when required.
- Assist the GMA in formulating approaches to proposals and or response to proposals from the Concessionaire. Performing calculations to quantify the impact of possible variations, or verify the accuracy of the financial implications purported by the Concessionaire for variations proposed or requested.
- Prepare financial viability and analysis of variations and project improvements at the request of the GMA.
- Evaluating the non-financial effects of variations requested by the Concessionaire or proposed by the GMA.
- Assist the GMA in contractual documentation where the Concession Agreement needs to be amended due to variations to the contract.
- Liaise with applicable engineering disciplines (within and external to the Gautrain Project) in performing feasibility studies for the GMA.
- Assist in planning procedures and processes to implement variations in a cost efficient manner.
- Maintain a record of changes to the Concession Agreement due to Variations on Project Wise.
- Attend formal GMA meetings and report on matters as requested.
- Draft and review formal correspondence to the Concessionaire re variations.

- Assist the GMA commercial team in dealing with non-compliances to the Concession Specification.
- On request, review GMA management reports and documentation, and make recommendations. Provide commercial advice to the Province and the Gautrain Management Agency to limit their risk in terms of the Concession Agreement.
- To train and develop newly appointed GMA staff members on an on-going basis to acquire the required skills and where required to a predefined training plan.
- Sound knowledge and experience in FIDIC, NEC, JBCC and other forms of contract.

Skills Required:

- Registration as a Professional Engineer or Professional Quantity Surveyor
- At least 5 (five) years' experience dealing with contractual matters with regards to PPP contracts.
- Experience with and knowledge of the relevant legal agreements/ matters and technical specifications typically found in rail related concession agreements and rail related contracts (e.g. earthworks, concrete structures, steel structures, roads, asphalt, building, rail occupations and permits, etc.).
- Ability to protecting the interest of the GMA/client against accruing risks.
- Experience in analysing commercial proposals and making recommendations to the client.
- Experience in representing the client in negotiations with contractors and skilfully negotiate most beneficial terms in the interest of and for approval by the client.
- Experience in preparing reports, payment certificates and presenting its recommendations to the client.
- Experience in dealing with foreign currency contracts.
- Technical multidisciplinary rail knowledge and experience, with regards to rail operations
- Experience in participation in dispute resolution processes.

Deliverables:

- Deliverables as detailed above reviewed will be assessed and reviewed on a bi-annual basis.
- Should the GMA deem the work submitted to be unacceptable in nature it will request the service provider redo the work at its own time and cost.

Time Frame:

It is envisaged that the required number of hours suitable for this support is stated as follows:

Year 1 - 72 Hours per month

Year 2 - 48 Hours per month

Year 3 - 32 Hours per month

3.5 Socio Economic Delivery Specialist

The GMA is seeking a service provider to:

- Provide professional assistance to the GMA with regards to the monitoring and reporting of the Concessionaire's socio-economic development (SED) performance.

Scope of Work:

- Review the Concessionaire's monthly SED performance and make recommendations within five working days;
- Provide an analysis of Concessionaire's and its sub-contractors SED reporting;
- Review of the Independent Socio Economic Monitor's (ISEM) reports; Arrange and attend meetings with the Concessionaire and the ISEM with regards to the SED performance reporting as and when required;
- Performing calculations to quantify the SED performance of the Concessionaire based on the verification report;
- Maintain a reporting format of the verified SED performance of the Concessionaire;
- Assist the GMA commercial team in dealing with non-compliances to Concession Agreement with regards to SED matters;
- Determine on behalf of the GMA the Concessionaire's performance deductions or credits in view of the quarterly SED performance. Assist the GMA in contractual documentation where the Concession Agreement needs to be amended due to agreed amendments in the SED;
- Draft and review formal correspondence to the Concessionaire and ISEM regarding SED; Assist the GMA in SED related queries, SED information documents, and the compilation of reports that comply with legal reporting.
- Perform quarterly SED verification on behalf of the GMA on the ISEM's achievements;
- Maintain a record of SED documentation related to the Concession Agreement on Project Wise;
- On request of the GMA provide input and/or attend formal GMA meetings and report on matters as requested;
- Provide commercial advice to the GMA to limit their risk in terms of the Concession Agreement;
- Assist in the compilation and reporting of the Concessionaire's SED performance in terms of required quarterly reporting.
- To train and develop newly appointed GMA staff members on an on-going basis to acquire the required skills and where required to a predefined training plan.

Skills Required:

- A degree in science field with strong analytical skills that is applicable to a multi-disciplinary project.

- At least 5 (five) years' experience dealing with contractual matters with reference to PPP contracts.
- Experience with and knowledge of the relevant legal agreements and technical specifications typically found in rail related concession agreements.
- Ability to protecting the interest of the GMA against accruing risks, with special reference to risks which the Concessionaire is contractually responsible for.
- Experience in analysing commercial proposals and making recommendations to the client.
- Experience in representing the client in negotiations with contractors and skilfully negotiate most beneficial terms in the interest of and for approval by the client.
- Experience in preparing reports and presenting its recommendations to the client.
- A post graduate qualification will be an advantage.
- Technical multidisciplinary transportation knowledge and experience, with reference to rail operations.
- Experience in participation in dispute resolution processes.
- At least 10 (ten) years' experience in operational capacity and service demand planning and design.
- Sound knowledge in FIDIC, NEC, JBCC and other forms of contract

Deliverables:

- Deliverables as detailed above will be assessed and reviewed on a bi-annual basis.
- Should the GMA deem the work submitted to be unacceptable in nature it will request the service provider redo the work at its own time and cost.

Time Frame:

It is envisaged that the required number of hours suitable for this support is stated as follows:

Year 1 - 40 Hours per month

Year 2 - 32 Hours per month

Year 3 - 16 Hours per month

3.6 Commercial and Dispute Resolution Expert

The GMA is seeking a service provider to:

- To provide relevant expertise in matters relating to disputes with regards to the Concession Agreement and necessary resolve and support thereof.

Scope of Work:

- Assist the GMA in reviewing of key documents and correspondence submitted by the Concessionaire related to operational matters for risk and commercial implications arising from the Concession Agreement. Based on this review, advise the GMA on the implications

of such documentation in the context of the Concession Agreement and the value for money and risk transfer elements thereof.

- Assist in the development of appropriate strategies and responses to such issues.
- Where such responses do not require the use of the dispute resolution procedures (DRP) to prepare such responses for use by the GMA and attend all meetings and negotiations with the GMA and the Concessionaire to resolve the commercial issues in compliance with the Concession Agreement.
- Establish the development of a negotiation strategy for the settlement of issues on commercial terms beneficial to the Province.
- Assist the GMA in identification of commercial values to be ascribed to each dispute.
- Linking of operational disputes with key improvements to the Gautrain Services such as capacity, security, financial reporting and passenger services and advise the GMA accordingly.
- Assist the GMA in negotiation of settlements with the Concessionaire.
- Assist the GMA in drafting and approval of settlement agreements where necessary. Where such responses will require the use of the dispute resolution procedure (DRP), to engage with the GMA Legal and Compliance Unit and ensure appraise briefing for the DRP.
- Act as the interface between the Technical Services Unit and the dispute resolution procedure (DRP) process so as to feed through accurate and relevant information on the issue at hand.
- To train and develop newly appointed GMA staff members on an on-going basis to acquire the required skills and where required to a predefined training plan.

Skills Required:

- Degree in Engineering, Commerce or Law.
- Minimum of 10 years' experience in the negotiation and management of complex concession or PPP agreements.
- Proven experience in the determination of financial consequences of contractual issues using a financial model and in the quantification of value for money.
- Proven experience in passenger rail operations.

Deliverables:

- Deliverables as detailed above will be assessed and reviewed on a bi-annual basis.
- Should the GMA deem the work submitted to be unacceptable in nature it will request the service provider redo the work at its own time and cost.

Time Frame:

It is envisaged that the required number of hours suitable for this support is stated as follows:

Year 1 - 72 Hours per month

Year 2 - 48 Hours per month

Year 3 - 32 Hours per month

3.7 Contract Supervision Specialist (Resident Engineer)

The GMA is seeking a service provider to:

- To provide Resident Engineering expertise in the Gauteng Province in matters relating to system and project interventions and management thereof.

Scope of Work:

- The Resident Engineer (RE) must have a minimum of five years' experience in dealing with all contractual matters with regards to PPP contracts (Rail Environment).
- The Resident Engineer (RE) must have a complete and detailed knowledge of all relevant industry contract and specification documents e.g. General Conditions of Contract for Works of Civil Engineering Construction (Conditions of Contract for Construction for Building and Engineering Works designed by the Employer (1999), FIDIC, COLTO Standard Specifications for Road and Bridge Works, South African National Standards (all applicable standards), Occupational Health and Safety Act No 85 of 1993, Building Regulations and Municipal bylaws etc.
- The Resident Engineer (RE) must be able to contribute towards creating a good working relationship between the Employer's and the Contractor's staff at all levels and adopt a positive, helpful attitude towards the Contractor and assist him with overcoming difficulties, particularly at the start, without taking over the Contractor's responsibilities.

The Resident Engineer (RE) shall further be responsible to:

- Manage all site activities and operations carried out by the Contractor.
- Act as agent for the Employer in accordance with the contract.
- Adjudicate disputes between Employer and the Contractor.
- Organise and maintain an appropriate level of monitoring of all aspects of the Contractor's adherence to his Quality, Safety and Environmental Plans and his planning and execution of the work for compliance with the programme through specialist staff.
- Monitor and track as far as possible the status of the Design Review process and issue of approved construction drawings for timely commencement of construction to programme.
- Ensures that Contractor's temporary design, technical and construction standards are maintained.
- Arrange site handover meetings
- Approve site staff organogram, safety and environmental management plans, programme of works, cash flow diagram, works procedures (method statements), inspection test plans, site and control laboratory.
- Obtain proof of notification to Department of Labour (regulation 3 notification).
- Setup and control site filing system and maintain.
- Liaise with third party services owners and sub-contractors.
- Arrange and record regular site meetings. Issue minutes of meetings.

- Responsible for contractual and site communication process. Issue of site instructions, variation orders, technical issues, quality control, design changes, material testing/approval, sub-contractors actions. Expenditure control and quantity measurement process.
- Control, measured against approved bill items, expenditure and check and certify payment certificates.
- Progress monitoring as per critical path method.
- Assure efficient record keeping of all activities. Daily diaries, photo records, quality testing and assessment/approvals, redline drawings, as built data and final presentation.
- Site closure process. Clearance certificates from owners and environmental officers. Final Contract Report, as-built data (Employer specific), final calculation of total extension of time due to inclement weather and approved extension of time claims, Contractors Final Payment Certificate, Contractor's Performance Report, final inspection for purpose of issuing of Practical completion, Certificate of Completion after assurance of all snag items closed.
- To train and develop newly appointed GMA staff members on an on-going basis to acquire the required skills and where required to a predefined training plan.

Skills Required:

- B.Sc. /B.Eng. /B-Tech in Civil Engineering.
- ECSA registered Pr-Eng/PrTech.
- A minimum of 15 years of experience on major civil/rail construction projects as a Resident Engineer, with a proven record of accomplishment.
- A minimum of 5 years of experience on PPP projects in South Africa.
- Possession of managerial and leadership skills with previous experience of multi-cultural environments.
- Ideally experienced in one or a combination of the following, supervision in the construction of earthwork, bridges, viaducts and/or heavy foundations, corporate office building/public service building construction.

Deliverables:

- Deliverables as detailed above will be assessed and reviewed on a bi-annual basis.
- Should the GMA deem the work submitted to be unacceptable in nature it will request the service provider redo the work at its own time and cost.

Time Frame:

It is envisaged that the required number of hours suitable for this support is stated as follows:

Year 1 - 140 Hours per month

Year 2 - 140 Hours per month

Year 3 - 100 Hours per month

3.8 Traffic Engineering and Transport Specialist

The GMA is seeking a service provider to:

- Provide assistance in matters regarding Traffic Engineering and Transportation Planning matters related to the Gautrain project.

Scope of Work:

- Analysis of Passenger characteristics
 - Assessment of passenger characteristics at all functional elements within stations and on trains, including TVM's, fare gates, lifts and escalators and capacity analysis of all elements on trains and in stations.
- Assessment of passenger, vehicular and parking demand in stations and car parks. Facilities for Mobility Impaired Persons (MIP).
 - GMA has regular meetings with the Disability Forum and will develop a Universal Access Plan for the Gautrain system and it is important that the needs of passengers with special needs are appropriately catered for.
- Evaluation of Traffic Impact Assessments of development applications that affect the Gautrain system.
- Liaison with Municipalities regarding Traffic Engineering and Transportation Planning aspects. Variations and system expansion
 - GMA requires assistance regarding the planning and design of amendments or expansions of the Gautrain system. An understanding of the Concession Agreement, technical standards and relevant National and International guidelines and standards is required.
- Negotiations with other parties
 - It may be necessary from time to time for GMA to engage in negotiations with other parties such as the Concessionaire, Transportation Authorities, Municipalities, land owners and service providers regarding traffic and transportation engineering aspects or issues related to Gautrain stations and the candidate must be able to assist the GMA in this regard.
- To train and develop newly appointed GMA staff members on an on-going basis to acquire the required skills and where required to a predefined training plan.

Skills Required:

- Planning and design of public transport systems
- Station planning and capacity analysis
- International standards applicable to railway services, including normal and emergency situations
- Travel demand forecasts and demand modelling
- Traffic Impact Assessment
- Traffic circulation and parking design
- Liaison with Municipalities and other stakeholders, e.g. property developers

- Universal Access
- Knowledge and experience regarding the Gautrain project will be an advantage.

Deliverables:

- Deliverables as detailed above will be assessed and reviewed on a bi-annual basis.
- Should the GMA deem the work submitted to be unacceptable in nature it will request the service provider redo the work at its own time and cost.

Time Frame:

It is envisaged that the required number of hours suitable for this support is stated as follows:

- Year 1 - 40 Hours per month
- Year 2 - 32 Hours per month
- Year 3 - 24 Hours per month

4. SPECIAL CONDITIONS

Pricing and Payment Structure is as follows:

- Bidders are required to indicate a per month retainer price for a twelve month period for the provision of the services according to the Scope of Work inclusive of VAT for the project.
- The price to be subject to the following structure:

Rail Service Capacity Specialist

Year 1	Hourly Rate	Retainer Cost for 140hours/month
Year 2	Hourly Rate	Retainer Cost for 140hours/month
Year 3	Hourly Rate	Retainer Cost for 100hours/month

Environmental Specialist

Year 1	Hourly Rate	Retainer Cost for 50hours/month
Year 2	Hourly Rate	Retainer Cost for 40hours/month
Year 3	Hourly Rate	Retainer Cost for 24hours/month

Environmental Legal Specialist

Year 1	Hourly Rate	Retainer Cost for
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		40hours/month
Year 2	Hourly Rate	Retainer Cost for 24hours/month
Year 3	Hourly Rate	Retainer Cost for 16hours/month

Contracts Management Specialist

Year 1	Hourly Rate	Retainer Cost for 72hours/month
Year 2	Hourly Rate	Retainer Cost for 48hours/month
Year 3	Hourly Rate	Retainer Cost for 32hours/month

Socio Economic Delivery Specialist

Year 1	Hourly Rate	Retainer Cost for 40hours/month
Year 2	Hourly Rate	Retainer Cost for 32hours/month
Year 3	Hourly Rate	Retainer Cost for 16hours/month

Commercial and Dispute Resolution Specialist

Year 1	Hourly Rate	Retainer Cost for 72 hours/month
Year 2	Hourly Rate	Retainer Cost for 48hours/month
Year 3	Hourly Rate	Retainer Cost for 32hours/month

Contract Supervision Specialist (Resident Engineer)

Year 1	Hourly Rate	Retainer Cost for 140hours/month
Year 2	Hourly Rate	Retainer Cost for 140hours/month
Year 3	Hourly Rate	Retainer Cost for 100hours/month

Traffic Engineering Specialist

Year 1	Hourly Rate	Retainer Cost for 40hours/month
Year 2	Hourly Rate	Retainer Cost for 32hours/month

Year 3	Hourly Rate	Retainer Cost for 24hours/month
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- In the event that the hours are not utilised by the client in a specific month there will be a monthly rollover of hours on a quarterly basis upon which time the service will deemed to be rendered and payment due to the service provider.
- The GMA reserves the right to terminate the contract with 3 months written notice for any reason whatsoever.
- The prices to include provisions for review and familiarisation of all contractual documentation as this may not be claimed from the hours allocated.
- In the event of absenteeism due to illness, seasonal breaks, leave or any other condition of non-fulfilment of hours required, the province reserves the right to adjust the retainer on a pro-rata basis accordingly.
- Service providers are invited to submit proposals for any one or more or all of the above mentioned areas of expertise. In the event that more than one area is of interest to a service provider, proposals for the specified functions should be submitted as separate proposals. These proposals will be evaluated separately in terms of the specified evaluation criteria contained in Part B of this RFP.
- It must be noted that it will be a requirement of the successful tenderer(s) to deliver acceptable outputs within predetermined timeframes set by GMA on the requirements stated in the scope of works.
- Confidentiality agreement will have to be signed by the successful 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 the tables as set out by the Dept. of Public Works- travelling rates
- Accommodation, where applicable, will be based on a 3 star hotel or Guest house with Bed & Breakfast.
- Consumables such as reproduction, printing, etc. to be priced at page sizes e.g. A4; A3; A2 and A1.
- R 300 per month telephone expenses will be paid.
- Any other expenses not included above:

(On basis of these particulars, proof of and reason for the expenses incurred must accompany certified invoices.)

Please note that travelling time and kilometres travelled to and from the office, work site, etc. is excluded from the payment structure and pricing.

RFP - PART C:

BIDDERS DECARATION

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>

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.

PRICING SCHEDULE

Name of Bidder:	Ref Number: GMA/004/13
Closing Time: 11H00 AM	Closing Date 28 June 2013

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

Bidders are required to indicate a per month retainer price for a twelve month period for the provision of the services according to the Scope of Work inclusive of VAT for the project. The price to be subject to the following structure:

Rail Service Capacity Specialist

Year 1	Hourly Rate	Retainer Cost for 140hours/month
Year 2	Hourly Rate	Retainer Cost for 140hours/month
Year 3	Hourly Rate	Retainer Cost for 100hours/month

Environmental Specialist

Year 1	Hourly Rate	Retainer Cost for 50hours/month
Year 2	Hourly Rate	Retainer Cost for 40hours/month
Year 3	Hourly Rate	Retainer Cost for 24hours/month

Environmental Legal Specialist

Year 1	Hourly Rate	Retainer Cost for 40hours/month
Year 2	Hourly Rate	Retainer Cost for 24hours/month
Year 3	Hourly Rate	Retainer Cost for 16hours/month

Contracts Management Specialist

Year 1	Hourly Rate	Retainer Cost for 72hours/month
Year 2	Hourly Rate	Retainer Cost for 48hours/month
Year 3	Hourly Rate	Retainer Cost for 32hours/month

Socio Economic Delivery Specialist

Year 1	Hourly Rate	Retainer Cost for
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		40hours/month
Year 2	Hourly Rate	Retainer Cost for 32hours/month
Year 3	Hourly Rate	Retainer Cost for 16hours/month

Commercial and Dispute Resolution Specialist

Year 1	Hourly Rate	Retainer Cost for 72 hours/month
Year 2	Hourly Rate	Retainer Cost for 48hours/month
Year 3	Hourly Rate	Retainer Cost for 32hours/month

Contract Supervision Specialist (Resident Engineer)

Year 1	Hourly Rate	Retainer Cost for 140hours/month
Year 2	Hourly Rate	Retainer Cost for 140hours/month
Year 3	Hourly Rate	Retainer Cost for 100hours/month

Traffic Engineering Specialist

Year 1	Hourly Rate	Retainer Cost for 40hours/month
Year 2	Hourly Rate	Retainer Cost for 32hours/month
Year 3	Hourly Rate	Retainer Cost for 24hours/month

Travel expenses (specify, for example rate/km and total km, class of air travel, etc.). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
-----	R.....
-----	R.....
-----	R.....
-----	R.....
TOTAL:			R.....

** "all applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

Other expenses, for example accommodation (specify, e.g. three star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
-----	R.....
-----	R.....
-----	R.....
-----	R.....
TOTAL:			R.....

Period required for commencement with project after acceptance of bid

Are the rates quoted firm for the full period of contract? *YES/NO

If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.

.....

Bidders are required to submit a separate detailed price proposal and also give an option of pricing without a retainer cost.

PRICING DECLARATION

Dear Sir/Madam

After having carefully read through and examined this RFP Reference Number GMA/004/13 in its entirety together with all the provisions contained in each section of the RFP document,

We hereby offer to provide multi-disciplinary expert services to assist the GMA Technical Department as detailed in Specification 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 the provision of expert services to assist the GMA Technical Department.

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	

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 of the company have any interest in any other related companies whether or not they are bidding for this contract? **YES/NO**

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	

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 R5 million or less qualify as Exempted Micro Enterprises (EMEs) in terms of the Broad-Based Black Economic Empowerment Act, and must submit a certificate 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?
.....
- (iii) the B-BBEE status level of the sub-contractor?
.....
- (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 providers, 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-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

(a) disqualify the person from the bidding process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

- (d) 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	

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 attachments and additional information required?		
3.	Proof of affiliation or membership of professional bodies		
4.	Proof of Risk and Professional Indemnity		
5.	SBD 2 (Tax Clearance Certificate)		
6.	SBD 3.1 (Pricing Schedule)		
7.	SBD 3.2 (Price Declaration)		
8.	SBD 4 (Declaration of Interest)		
9.	SBD 6.1 (B-BBEE Certificate)		
10.	SBD 7.2 (Declaration of offer)		
11.	SBD 8 (Declaration of Bidder’s past supply chain management practices)		
12.	SBD 9 (Certificate of Independent Bid Determination)		
13.	SHE (Safety , Health and Environment)		
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.	Did you submit one (1) original and three (3) hard copies of the Bidders Response?		
16.	Did you submit an electronic copy of the Bidders Response?		
17.	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		