



REQUEST FOR PROPOSAL

RFP REFERENCE NO: GMA/002/12

NAMING RIGHTS IN CLOSE PROXIMITY TO GAUTRAIN STATIONS

THE GAUTRAIN MANAGEMENT AGENCY REQUESTS PROPOSALS FOR:

NAMING RIGHTS IN CLOSE PROXIMITY TO GAUTRAIN STATIONS

CLOSING DATE:

6 JULY 2012

CLOSING TIME:

11H00 AM

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NAMING RIGHTS**

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LIST OF ACRONYMS

CPIX	Consumer Price Index
CV	Curriculum Vitae
GMA	Gautrain Management Agency
HDI	Historical Disadvantaged Individual
p.a.	Per annum
PFMA	Public Finance Management Act
PPPFA	Preferential Procurement Policy Framework Act
PSP	Professional Service Provider
RFP	Request for Tender
SARS	South African Revenue Service
SBD	Standardized Evaluation Document
SCM	Supply Chain Management
SMME	Small, Medium and Micro Enterprise
TA	Technical Assistance
TOR	Specification as provided in RFP Part B (terms of reference)
LOS	Level of Service

DEFINITIONS

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

Applicant means a person or organisation that submits a proposal detailing its application for use of the “Gautrain Name”.

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

Proposal means a written offer in a prescribed or stipulated form lodged by an Applicant in response to an invitation in this Request for Proposal, containing an offer to provide goods, works or services in accordance with the Specification in this 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.

Project Manager means the person so designated under the clause “Project Manager” of this RFP Part A.

Project Sponsor means the person so designated under the clause “Project Sponsor” of this RFP Part A.

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 Applicant.

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 proposal indicating the Applicant’s compliance with the Specification.

Evaluation 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 Applicant(s) or upon the earlier termination of the process.

GMA’s Website means the website administered by GMA located at www.gautrain.co.za

INTERPRETATIONS

In this RFP, unless expressly provided otherwise:

A reference to:

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

RFP - PART A:

INTRODUCTION

1. The Gautrain Management Agency (GMA) is a PFMA Schedule 3(C) listed provincial public entity which has been established in terms of the GMA Act No. 5 of 2006. The GMA is substantially funded from the Provincial Revenue Fund in order to carry out the following strategic objectives:
 - 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 railway reserve. During the operations 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 (Bid number GMA/002/12) in order to appoint a suitably qualified and experienced service provider to deliver services to the GMA as specified in the RFP PART B – Specification.
3. The term of the contract shall commence from the date to be agreed by GMA and the successful Applicant and shall endure indefinitely until termination by either party, subject to the terms and conditions as agreed in the service agreement.
4. The appointment of a successful company is subject to the conclusion of a service agreement between the GMA and such firm.

RFP OBJECTIVES

5. The GMA is seeking proposals from private parties for use of the 'Gautrain' name in connection with property developments in close proximity to a Gautrain Station (as specified), hereby referred to as "Naming Rights", in return for the:
 - Payment of a once-off capital cost by the private party, which will be used by the GMA to implement the developments/ improvements as described in the specification; or
 - Implementation by the private party of improvements as described in the specification, on behalf of the GMA, in order to improve accessibility to the Gautrain Stations (as specified);

and

 - Payment of an annual licensing fee by the private party over the term of agreement.
6. "Naming Rights" is defined as a mutually beneficial business arrangement where a private party provides services in the form of improvements and/ or financial support to the GMA in return for commercial advantage associated with the public display of the "Gautrain" name on the private party's property for a defined period of time.
7. The period defined for the Naming Rights agreement is five years. The Applicant may propose an alternative term, which shall be considered by the GMA, at its sole discretion. Renewal will be at the option of the GMA.
8. Proposals must clearly indicate an estimate by the Applicant of the costs to implement proposed system improvements, whether the Applicant proposes to pay a once-off capital cost for the improvements, or to self implement the improvements on behalf of the GMA, as well as an estimate of the annual licence fee that it proposes to pay to the GMA for use of the "Gautrain" name. This estimate must factor in the value to the Applicant of association with the 'Gautrain Brand', as well as all other related benefits.
9. The core values of the organisation must be consistent with the value system endorsed by the GMA.
10. The GMA reserves the right to reject any proposal where it is of the view that there is incompatibility between values of the GMA and the values of the Applicant, and where the reputation of the GMA may be compromised by entering into such a business arrangement with the Applicant.
11. 'Close Proximity' of the organisation is defined as location within a 1 kilometre (1km) radius from the relevant station.
12. The benefits to the organisation of entering into a "Naming Rights" agreement for use of the "Gautrain" name are set out below :
 - Associative benefits through positive association with the Gautrain brand;
 - Access to a diverse market demographic of passengers using the Gautrain;
 - Marketing/advertising/promotional opportunities may be possible through website links (MyGautrain website) and on a monthly advertising brochure planned to be published by the GMA;
 - Social investment through contribution to the improvement of public transport facilities; and a
 - Unique opportunity to connect people and improve mobility.

13. The service provider will formulate a proposal to the GMA indicating how the requirements of the GMA may be addressed or surpassed by their proposed activities, as well as the financial contribution for the various components of the proposal. The following should be explained in detail:

- A description of how the Naming Rights will be incorporated in the development situated in close proximity to the Gautrain Station (1km or less). The frequency and location of display of the Gautrain name must be identified;
- A plan detailing the private party's development of areas around the Gautrain Station and the benefits thereof to the Gautrain system, commuters, other public transport users and the general public, including people with disability;
- A plan describing how the promotion of the Gautrain system and the Gautrain brand will be supported and detailing the positioning of passenger information display within the development;
- A plan detailing provisions for accessibility, safety and security between the station and the development;
- A breakdown of the financial costing for the implementation of improvements;
- The annual license fee proposed for the Naming Rights agreement;
- Exclusivity rights – the Applicant must specify any exclusivity conditions associated with the Naming Rights Agreement, if exclusivity is required by the Applicant.

14. In issuing this RFP, the GMA seeks to identify a Applicant(s) who is able to:

- Meet the requirements of the GMA in the manner set out in the Specification;
- Demonstrate a commitment and ability to working in collaboration with the GMA over the term of the Naming Rights agreement;
- Continuously seek improvements in the accessibility, safety and security of the areas in close proximity to Gautrain stations for the mutual benefit of the GMA and the Applicant;
- Generate a high level of activity to promote the brand and ridership on the Gautrain system.

RFP REFERENCE NUMBER15. **GMA/002/12.****PROJECT MANAGER**

Contact name	Ms. Norah Lion
Designation	Executive Manager: Supply Chain Management
Telephone number	011 – 997 8637
General switchboard number	011 – 997 8900
Physical Address	22 MilkyWay Avenue, Linbro Business Park, Marlboro, 2090
E-mail Address	norahl@gautrainpo.co.za/ tenderenquiries@gautrainpo.co.za

**All communication related to this RFP is to be directed to the Project Manager.*

PROJECT SPONSOR

Contact name	Mr. Siyabonga Mabaso
Designation	Senior Manager: Third Party and Wayleaves

INDICATIVE TIMETABLE

ACTIVITY	DATE
Advertisement of RFP	8 June 2012 and 10 June 2012
Issue of RFP document	8 June 2012
End period for questions and additional requests for information	4 pm, 22 June 2012
Closing Time	11 am, 6 July 2012
Intended completion of evaluation of proposals	18 July 2012
Intended formal notification of successful Applicant(s)	27 July 2012
Intended execution of proposed Contract(s)	31 July 2012
Intended commencement date	1 August 2012

**This timetable is provided as an indication of the timing of the evaluation process. It is indicative only and subject to change.*

SUBMISSION OF TENDERS

Hardcopy Submission

Physical Address of Tender Box	22 MilkyWay Avenue, Linbro Business Park, Marlboro
Hours of access to Tender Box	24 hour access
Information to be marked on package containing Tender	Gautrain Management Agency Ms. Norah Lion RFP Ref. No. Name of Applicant

Electronic Submission

E-mail Address	Tenders@gautrainpo.co.za
Access restrictions	Mailbox will expire at 11.00 am, 6 July 2012

16. Applicants are to provide one (1) original and three (3) hard copies of the Applicant's Response.
17. Applicants must include an electronic copy of the Applicant's Response 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 in this RFP and on the official forms included in this document.
18. All responses must be provided within the specified boxes and word limits. All documents must be virus checked by the Applicant before lodgement. In this case of inconsistency between the electronic and hardcopy submissions, the hardcopy submission will prevail.

RULES GOVERNING THIS RFP AND THE EVALUATION PROCESS

APPLICATION OF RULES

19. Participation in the bid process is subject to compliance with the rules contained in this RFP Part A.
20. All persons (whether or not a Participant in this bid 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.
21. All Applicants are deemed to accept the rules contained in this RFP Part A.
22. 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 Evaluation Process; and
- c. any communications (including any Supplier Briefings, presentations, meetings and negotiations) relating to the RFP or the Evaluation Process.

REQUEST FOR PROPOSAL

STATUS OF REQUEST FOR PROPOSAL

23. This RFP is an invitation for person(s) to submit a proposal 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.
24. No binding contract or other understanding for the supply of the Services will exist between the GMA and any Applicant unless and until the Agency has executed a formal written contract with the successful Applicant.

ACCURACY OF REQUEST FOR PROPOSAL

25. 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 Applicants during the Evaluation 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.
26. If a Applicant finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in the RFP or any other information provided by the GMA (other than minor clerical matters), the Applicant must promptly notify the GMA 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).
27. 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 Applicants without attribution to the Applicant who provided the written notice.

ADDITIONS AND AMENDMENTS TO THE RFP

28. 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.
29. If the GMA exercises its right to change information in terms of clause 28, it may seek amended Proposals from all Applicants.

REPRESENTATIONS

30. 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 Applicant.

CONFIDENTIALITY

31. All persons (including all Applicants) obtaining or receiving this RFP and any other information in connection with this RFP or the Evaluation 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 EVALUATION PROCESS**REQUESTS FOR CLARIFICATION OR FURTHER INFORMATION**

32. All communications relating to this RFP and the Evaluation Process must be directed to the Project Manager.
33. All questions or requests for further information or clarification of this RFP or any other document issued in connection with the Evaluation Process must be submitted to the Project Manager in writing, and most preferably by e-mail.
34. Any communication by an Applicant to the GMA will be effective upon receipt by the Project Manager (provided such communication is in the required format).
35. 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.
36. Except where the GMA is of the opinion that issues raised apply only to an individual Applicant, questions submitted and answers provided will be made available to all Applicants by e-mail, as well as on the GMA's website without identifying the person or organisation which submitted the question.

37. In all other instances, the GMA may directly provide any written notification or response to an Applicant by email to the address of the Applicant (as notified by the Applicant to the Project Manager).
38. An Applicant may, by notifying the Project Manager in writing, withdraw a question submitted in accordance with clause 26, in circumstances where the Applicant does not wish the GMA to publish its response to the question to all Applicants.

UNAUTHORISED COMMUNICATIONS

39. Communications (including promotional or advertising activities) with staff of the GMA or advisors assisting with the Evaluation Process are not permitted during the Evaluation Process except as provided in clause 26 above, or otherwise with the prior consent of the Project Manager. Nothing in this clause 39 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 Evaluation Process.
40. Applicants must not otherwise engage in any activities that may be perceived as, or that may have the effect of, influencing the outcomes of the Evaluation Process in any way.

IMPROPER ASSISTANCE, FRAUD AND CORRUPTION

41. Applicants may not seek or obtain the assistance of employees, contractors or advisor's of the GMA in the preparation of their proposal responses.
42. The GMA may in its absolute discretion, immediately disqualify an Applicant that it believes has sought or obtained such improper assistance.
43. Applicants 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

44. Applicants 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 Evaluation Process with any other Applicant or any other person(s) in relation to:
 - a. The preparation or lodgement of their Proposal
 - b. The evaluation and clarification of their Proposal; and
 - c. The conduct of negotiations with the GMA.
45. For the purposes of clause 44, 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 Applicant or any other person or organization.

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

COMPLAINTS ABOUT THE EVALUATION PROCESS

47. Any complaint about the RFP or the Evaluation Process must be submitted to the Project Manager in writing immediately upon the cause of the complaint arising or becoming known to the Applicant.
48. 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.
49. 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

50. An Applicant 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 Applicant's interests during the Evaluation Process.
51. The Applicant's Response in this RFP Part B & C requires the Applicant 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.
52. If the Applicant submits its Proposal and a subsequent conflict of interest arises, or is likely to arise, which was not disclosed in the Proposal, the Applicant must notify the GMA immediately in writing of that conflict.
53. The GMA may immediately disqualify an Applicant from the Evaluation Process if the Applicant fails to notify the GMA of the conflict as required.

LATE PROPOSALS

54. Proposals must be lodged by the Closing Time. The Closing Time may be extended by the GMA in its absolute discretion by providing written notice to Applicants.
55. Proposals 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 Evaluation Process and will be ineligible for consideration. However, a late Proposal may be accepted where the Applicant can clearly demonstrate (to the satisfaction of the GMA) that late lodgement of the proposal was caused by a system interruption in case of the electronic system for submitting proposals or that access was denied or hindered in relation to the physical tender box or that a major/critical incident hindered the delivery of their tender documents and, in either case, that the integrity of the Evaluation Process will not be compromised by accepting a Proposal after the Closing Time.
56. The determination of the GMA as to the actual time that a Proposal is lodged is final. Subject to clause 48, all Proposals lodged 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 Applicant. The GMA will inform an Applicant whose Proposal was lodged after the Closing Time of its ineligibility for consideration. The general operating practice is for the late proposal to be returned within 5 (Five) working days of receipt or within 5 (Five) working days after determination not to accept a late proposal.

PROPOSAL DOCUMENTS**APPLICANTS' RESPONSIBILITIES**

- 50 Applicants 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 Applicants 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 Proposals 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 Proposal; and

- e. ensuring that they comply with all applicable laws in regards to this RFP particularly as specified by National Treasury Guidelines, Instruction Notes and Practice Notes and legislation as published from time to time in the Government Gazette.

PREPARATION OF PROPOSALS

51 Applicants must ensure that:

- a. their Proposal 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 Applicants: The GMA may in its absolute discretion reject a Proposal that does not include the information requested or is not in the format required.

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

53 Word limits where specified should be observed and the GMA reserves its right to disregard any parts of the Proposal that significantly exceed the specified word limitations.

ILLEGIBLE CONTENT, ALTERATION AND ERASURES

54 Incomplete Proposals may be disqualified or evaluated solely on information contained in the Proposal.

55 The GMA may disregard any content in a Proposal that is illegible and will be under no obligation whatsoever to seek clarification from the Applicant.

56 The GMA may permit an Applicant to correct an unintentional error in their Proposal where that error becomes known or apparent after the Closing Time, but in no event will any correction be permitted if the GMA reasonably considers that the correction would materially alter the substance of the Applicant's Proposal.

OBLIGATION TO NOTIFY ERRORS

If, after an Applicant's Proposal has been submitted, the Applicant becomes aware of an error in the Applicant's Response (including an error in pricing, but excluding clerical errors which would have no bearing on the evaluation of the Tender), the Applicant must promptly notify the GMA of such error.

RESPONSIBILITY FOR THE COSTS OF SUBMITTING A PROPOSAL

57 The Applicant's participation or involvement in any stage of the process of submitting a proposal is at the Applicant's 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 an Applicant in relation to the preparation or lodgement of its Proposal.

58 The GMA is not liable to the Applicant for any costs on the basis of any contractual, or promissory or restitutionary grounds whatsoever as a consequence of any matter relating to the Applicant's participation in the process of submitting a Proposal, including without limitation, instances where:

- a. the Applicant is not engaged to perform under any contract; or
- b. the GMA exercises any right under this RFP or at law.

DISCLOSURE OF PROPOSAL CONTENTS AND PROPOSAL INFORMATION

59 All proposals 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 Evaluation Process; or
- d. for the general information of Applicants, required to be disclosed as per National Treasury Regulations, Guidelines, Instruction Notes or Practice Notes.

USE OF PROPOSALS

- 60 Upon submission in accordance with the requirements of submission of Proposals, all Proposals submitted become the property of the GMA. Applicants will retain all ownership rights in any intellectual property contained in the RFP.
- 61 Each Applicant, by submission of their Proposal, is deemed to have licensed the GMA to reproduce the whole, or any portion, of their Proposal for the purposes of enabling the GMA to evaluate the Proposal.
- 62 Further, in submitting a Proposal, the Applicant 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 Applicants that submitted proposals in relation to this RFP within 10 (Ten) working days after the closure of the process, and
 - b. on award, the name of the successful Applicant, the contract price, the contract number and description of the contract awarded.

PERIOD OF VALIDITY

- 63 All Proposals 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 Applicant.

STATUS OF PROPOSAL

- 64 Each Proposal constitutes an irrevocable offer by the Applicant to the GMA to provide the Services/ improvements required and otherwise to satisfy the requirements of the Specification as set out in this RFP Part B.
- 65 A Proposal must not be conditional on:
- a. The Board approval of the Applicant or any related governing body of the Applicant being obtained;
 - b. the Applicant conducting due diligence or any other form of enquiry or investigation;
 - c. the Applicant (or any other party) obtaining any regulatory approval or consent;
 - d. the Applicant obtaining the consent or approval of any third party; or

- e. the Applicant stating that it wishes to discuss or negotiate any commercial terms of the contract.
- f. The GMA may, in its absolute discretion, disregard any proposal that is, or is stated to be, subject to any one or more of the conditions detailed above (or any other relevant conditions).
- g. The GMA reserves the right to accept a Proposal in part or in whole or to negotiate with a Applicant in accordance with the clause 88 (Unreasonable disadvantage) of this RFP Part A.

COMPLIANCE WITH SPECIFICATION

66 Applicants 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.

GENERAL

- 67 Indefinite responses such as “noted”, “to be discussed” or “to be negotiated” are not acceptable.
- 68 Where the Applicant 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 Proposal, or be included in a general statement of the Applicant’s usual operating conditions.
- 69 An incomplete Proposal may be disqualified or assessed solely on the information completed or received with the Proposal.

ALTERNATIVE TENDER

- 70 An Applicant may submit an alternative proposal. An alternative proposal will only be accepted if:
- a. the Applicant also provides a conforming Applicant’s Response; and
 - b. the alternative proposal is clearly identified as an “Alternative Proposal”.
- 71 An Alternative Proposal 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/ improvements in a manner different to that specified in this RFP Part B.

INNOVATIVE SOLUTIONS

- 72 Applicants are encouraged to offer options or solutions which may, in an innovative way, contribute to the requirements as described.
- 73 These may be related to:
- a. the outputs, functional, performance and technical aspects of the requirement; or
 - b. opportunities for more advantageous commercial arrangements.
- 74 Any such options or solutions will be considered by the GMA on a “commercial in confidence” basis if so requested by the Applicant.
- 75 Where a Applicant submits an offer which meets the requirements of this RFP in an alternative and practical manner, the Proposal 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.
- 76 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

- 77 The Conditions of the RFP include a provision for the disclosure of contract information (refer to this RFP Part A dealing with “Use of Tenders”).
- 78 If a Applicant wishes to withhold the disclosure of specific contract information, the Applicant 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

79 In considering whether specific information should be categorised as a trade secret, Applicants' should assess:

- a. the extent to which it is known outside of the Applicant's business;
- b. the extent to which it is known by the persons engaged in the Applicant's business;
- c. any measures taken to guard its secrecy;
- d. its value to the Applicant's 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

80 In determining whether disclosure of specific information will expose a Applicant's 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 evaluation of the Proposals and negotiations with Applicants.

EVALUATION OF PROPOSALS**EVALUATION PROCESS**

81 Following the Closing Time, the GMA intends to evaluate the Proposals received.

82 Proposals will be evaluated against the Evaluation Criteria specified under the section "Evaluation Criteria Format".

83 Without limiting the GMA's rights in the RFP, the GMA may at any time during the Evaluation Process choose to:

- a. shortlist one or more Applicants';

- b. commence or continue discussions with all or some Applicants without short listing any Applicants; or
 - c. accept one or more of the Proposals.
- 84 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 Proposal offering the highest price.
- 85 Should the GMA choose to include a short listing stage in its evaluation process, the GMA is not, at any time, required to notify Applicants or any other person or organisation interested in submitting a Proposal.
- 86 An Applicant's Response will not be deemed to be unsuccessful until such time as the Applicant is formally notified of that fact by the GMA. The commencement of negotiations by the GMA with one or more other Applicants is not to be taken as an indication that any particular Applicant's Response has not been successful.

EVALUATION CRITERIA FORMAT

- 87 The evaluation criteria is weighted to reflect the importance of requirements noted in the Specifications:
- 88 In evaluating Applicant's 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 Applicant's Response; and
 - c. particular weighting assigned to any or all of the evaluation criteria specified below.
- 89 For the purposes of this RFP clause 96, 'value for money' is a measurement of financial and non-financial factors, including:
- a. quality levels; and
 - b. performance standards.
- 90 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 Applicant), 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.
- 91 Administrative compliance will be determined in accordance with the conditions listed in this RFP.

92 Functionality is included as a criterion in the evaluation of this RFP. The evaluation criteria for measuring functionality, and the weighting attached to each criterion is listed in the table below.

FUNCTIONALITY EVALUATION CRITERIA	MAXIMUM POINTS
PROFESSIONAL COMPETENCE	97
Compliance with specifications (P33-P57 to be completed in full)	5
Executive Summary	2
Nature of use of Gautrain name – frequency of display and location	2
Annual licensing fee proposed for use of Gautrain name	2
Adequacy of proposal in addressing overall requirements	49
Compliance with environmental legislation	2
Station(s) which proposal relates to:	0
Addressing station specific objectives	10
Implementation plan with timeline and milestones	5
Exclusivity requirements	0
Knowledge and Professional Experience related to assignments of a similar nature	5
Quality control system for deliverables	5
Affiliation to or membership of professional bodies	1
Client service, client ratings, client references	4
Innovation/ creativity	5
COMMERCIAL	3
Financial viability of Applicant	1

Risk and Professional Indemnity	1
Conflict of interest	1
TOTAL SCORE	100

- 93 A minimum threshold for functionality of 70 (Seventy) points is required. Proposals that do not meet this threshold will automatically be disqualified from further evaluation.
- 94 Thereafter, only the qualifying proposals will be evaluated in terms of the price, and the award must be made to the highest Applicant.

CLARIFICATION OF PROPOSALS

- 95 The GMA may seek clarification from and enter into discussions with any or all of the Applicants in relation to their Proposal. The GMA may use such information in interpreting the Proposal and evaluating the cost and risk in accepting the Proposal. Failure to supply clarification to the satisfaction of the GMA may render the Proposal liable to disqualification.
- 96 The GMA is under no obligation to seek clarification of anything in a Proposal 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 APPLICANTS

- 97 The GMA may elect to engage in detailed discussions with any one or more Applicants, with a view to maximising the benefits of this RFP as measured against the evaluation criteria and in fully understanding a Applicant's offer.
- 98 As part of this process, the GMA may request such Applicant(s) to improve one or more aspects of their Proposal, including any technical, financial, corporate or legal components.
- 99 In its absolute discretion, the GMA may invite some or all Applicants to give a presentation to the GMA in relation to their submissions, that may include a demonstration of unique methodologies proposed, if applicable.
- 100 The GMA is under no obligation to undertake discussions with, or to invite any presentations from Applicants.
- 101 In addition to presentations and discussions, the GMA may request some or all Applicants 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

- 102 Applicants or, where the Process involves a short listing process, shortlisted Applicants, may be invited by the GMA to submit a best and final offer in relation to all or certain aspects of their respective Proposal.

103 The GMA is under no obligation to give Applicants' the opportunity to submit a best and final offer. If the GMA chooses to give Applicants 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.

104 Notwithstanding the possibility that the GMA may give Applicants' the opportunity to submit a best and final offer, Applicants should be aware that the GMA will, in conducting its evaluation of Proposals, rely on all information (including all representations) contained in such Proposals. Applicants are therefore encouraged to submit their best and final offers in the first instance.

SUCCESSFUL PROPOSAL**NO LEGALLY BINDING CONTRACT**

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

PRE-CONTRACTUAL NEGOTIATIONS

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

107 An Applicant is bound by its Proposal and all other documents forming part of the Applicant's Response and, if selected as a successful Applicant, must enter into a contract on the basis of its Proposal without negotiation.

NO OBLIGATION TO ENTER INTO CONTRACT

108 The GMA is under no obligation to appoint a successful Applicant or Applicants (as the case may be), or to enter into a contract with a successful Applicant or any other person, if it is unable to identify a Proposal 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.

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

ADDITIONAL RULES

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

111 An Applicant who does not submit all the information as required by the GMA will be disqualified from the RFP Process.

APPLICANT WARRANTIES

112 By submitting a Proposal, a Applicant warrants that:

- a. in lodging its Proposal 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 Proposal, any subsequent negotiation, and any future process connected with or relating to the RFP 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 Proposal.

GMA'S RIGHTS

113 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 RFP process prior to the execution of a formal written contract;
- b. alter the structure and/or the timing of this RFP or the RFP Process;
- c. vary or extend any time or date specified in this RFP for all or any Applicant or other persons;
- d. terminate the participation of any Applicant or any other person in the Tendering Process;
- e. require additional information or clarification from any Applicant or any other person or provide additional information or clarification;
- f. negotiate with any one or more Applicant and allow any Applicant to alter its Tender;
- g. call for new Proposals;
- h. reject any Proposal received after the Closing Time;
- i. reject any Proposal that does not comply with the requirements of this RFP; or
- j. consider and accept or reject any alternative proposal.

GOVERNING LAWS

114 This RFP is governed by the laws applying in the Republic of South Africa.

115 Each Applicant must comply with all relevant laws in preparing and lodging its Proposal and in taking part in the Process.

116 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 part of this RFP, a descending order of precedence must be accorded to:

- (a) the conditions of submitting a proposal in Part A and Part B of this RFP, and any annexure or attachments;
- (b) the Applicant's 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:

PROPOSAL SPECIFICATION

SCOPE OF SERVICES

The Gautrain Management Agency (GMA) has received requests for naming rights for the use of the name 'Gautrain' from developments in the vicinity of Gautrain stations. One such application was received from the Radisson Blu Hotel opposite the Sandton station and a non-exclusive licence to use the Gautrain name was granted for a defined period.

The purpose of this Request for Proposal (RFP) is to give other developments in the vicinity of Gautrain stations an equal opportunity to use the Gautrain name and to submit their proposals for assessment. The RFP is issued for only nine (9) Gautrain stations with the exception of ORTIA station which is on Airports Company of South Africa's property.

In this RFP applicants will be required to make proposals to meet specified requirements so as to improve accessibility to the Gautrain stations. These proposals will include physical improvements to the accessibility of the Stations or, alternatively, payments to the GMA to implement system improvements. The Naming Rights requirements and the assessment criteria have been compiled and detailed below in the 'Applicant's Response' section as well as specified in the section on 'Evaluation Criteria'.

As part of the Naming Rights requirements all proposals shall demonstrate how the development will contribute to the promotion of the Gautrain brand. The applicant shall demonstrate that Universal Access principles have been incorporated in the design and construction of the development. The development shall also promote and facilitate non-motorised access to the station by providing such facilities as may be required outside the station precinct. Facilities and services provided by the applicant shall be accessible to all other public transport users.

RFP - PART C:**APPLICANT'S DECLARATION**

All responses must be provided within 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 submitting a Proposal in this RFP Part A. All Annexure form part of the Applicant's Response and must be completed in full and signed.

APPLICANT'S DECLARATION

I the undersigned _____ (full name) hereby certify that:

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

NAME OF THE APPLICANT	
IDENTITY NUMBER	
POSITION	
AUTHORISED SIGNATORY	

APPLICANT'S RESPONSE

FULL NAME				
POSTAL ADDRESS				
PHYSICAL ADDRESS				
ENTITY REGISTRATION NUMBER				
VAT REGISTRATION NUMBER				
CONTACT PERSON'S FULL NAME				
TELEPHONE NUMBER 1	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 PRICE - IMPROVEMENTS				
TOTAL PRICE – ANNUAL LICENSE FEE				

COMPLIANCE WITH SPECIFICATION	
Please indicate whether you have complied with the specification and the provision of information as required in this RFP (including no. of words used/no. of pages required in your response).	
SPECIFICATION IN DETAIL	
EXECUTIVE SUMMARY – NATURE OF BUSINESS	<i>Word limit – [500 words]</i>
Provide a brief executive summary giving an overview of your organization, your property development, the mission, nature of business and activities you intend to carry out in your development once completed, and the market segmentation/ demographics of your intended customer base.	
ALTERNATIVE TENDER	<i>Word limit – [10] pages</i>
You may submit an Alternative Proposal. Such a proposal must include any supplementary information, which demonstrates in detail that your alternative proposal will fully achieve and/ or exceed the objectives of the RFP, including the specifications or requirements together with references as to why the alternative proposal/s may be advantageous. This should be cross-referenced to this Specification, and where a particular requirement is not applicable, you are to indicate such in your response.	
NATURE OF USE OF GAUTRAIN NAME	<i>Word limit – [1] page</i>
Please indicate the intended frequency of use of the Gautrain name (number of times the name will be displayed) and describe the approximate locations of display (where).	
ANNUAL LICENSING FEE PROPOSED	<i>Word limit – [500 words]</i>
Provide details of the amount of the annual licensing fee you are willing to pay for use of the Gautrain name and describe the methodology you have used to arrive at your costing.	
PROPOSAL REQUIREMENTS OF:	
ACCESSIBILITY	<i>Word limit – [3 pages]</i>
<ul style="list-style-type: none"> • Pedestrian linkages to station and/ or station perimeter • Level of service (LOS) of pedestrian facilities • Safety Plan detailing safety of passengers/ pedestrians 	<i>Please describe in detail how you propose to address each requirement under accessibility.</i>

<ul style="list-style-type: none"> • Accommodation of special needs passengers • Provision of additional parking 	<p><i><u>NB.</u> Please include the cost of addressing each requirement, and indicate whether you will self implement the requirements, or alternatively will make a contribution to the GMA to effect the requirement on your behalf.</i></p> <p><i>If your proposal does not include a specific requirement, please type in 'Not included' under the specific requirement heading.</i></p> <p><i>Please refer to and address the additional information/ requirements below when drafting your response.</i></p>
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ACCESSIBILITY: ADDITIONAL INFORMATION

1.Special Needs Passengers: the applicant shall demonstrate in support of its proposal, that the "Universal Design" principle has been applied to the planning and design of the development and confirm that it will also be applied during construction and operation of the building. This means that the entire environment shall be usable by Special Needs Persons (including passengers) to the greatest extent possible.

The following requirements shall also be incorporated:

- *access for passengers in wheelchairs (up to and including those using wheelchairs of ISO standard dimensions) including, where appropriate and achievable, accessible toilet facilities;*
- *features to aid people with difficulties in walking, gripping, reaching or balancing (including non-slip surfaces, handrails and handholds) and;*
- *facilities to assist blind and partially sighted people (including the consistent use of colour contrasts, clear signage and lighting, non-reflective surfaces.*

2. All pedestrians (and MIP) facilities must be planned and designed to ensure a high level of service (LOS), preferably LOS B but no worse than LOS C.

3. The applicant shall employ electronic devices and security staff to ensure the safety of passengers / pedestrians. This may form part of the safety and security system of the development and does not need to be dedicated to the Gautrain station link.

The above requirements shall where relevant specifically apply to the link(s) between the station and the development.

AVAILABILITY	<i>Word limit – [500 words]</i>
<p>Preference will be given to developments that are open during all hours of operation of the Gautrain. Developments should generate a high level of activity to promote ridership and the development of station areas in general.</p>	<p><i>Please describe in detail the hours of operation of your intended business activities.</i></p> <p><i>Please indicate the manner in which your business may be able to promote ridership and development of the station areas in general.</i></p>
OPERATIONS & MAINTENANCE OF LINKAGE/ DEVELOPMENT/ IMPROVEMENTS	<i>Word limit – [500 words]</i>
<p>The development and the link to the Gautrain station, including all structures (walls), gardens and facilities shall be kept tidy, clean and free of graffiti and all control devices shall be kept in good working condition – internally and externally.</p>	<p><i>Please describe in detail how you propose to address this requirement.</i></p> <p><i><u>NB.</u> Please include the cost of addressing these requirements, and indicate whether you will self implement the requirements, or alternatively will make a contribution to the GMA to effect the requirement on your behalf.</i></p> <p><i>If your proposal does not include a specific requirement, please type in ‘Not included’ under the specific requirement heading.</i></p>
INTEGRATION	<i>Word limit – [500 words]</i>
<p>The link between the station and the development as well as any additional pedestrian facilities provided by the Applicant should be planned and designed as an extension of the facilities at the station, including parking, kiss-and-ride and short term parking as well as DFDS and other public transport facilities. Linkages to the station should not be exclusive to the development, but should facilitate and encourage access to the surrounding areas.</p> <p>The applicant shall demonstrate how the building and any pedestrian facilities will be coordinated and integrated with the operations at the Gautrain station.</p> <p>The following integration requirements shall also be incorporated:</p> <p>(a) Facilities and services provided by the Applicant shall where</p>	<p><i>Please describe in detail how you propose to address this requirement.</i></p> <p><i><u>NB.</u> If applicable, please include the cost of addressing these requirements, and indicate whether you will self implement the requirements, or alternatively will make a contribution to the GMA to effect the requirement on your behalf.</i></p> <p><i>If your proposal does not include a specific requirement, please type in ‘Not included’ under the specific requirement heading.</i></p>

<p>possible not be exclusively for the benefit of the Gautrain passengers, but shall be accessible to all other persons, in particular, public transport users.</p> <p>(b) Integrated transport and land use planning: Compliance with the spatial development frameworks of the Municipality.</p> <p>(c) Public transport integration: Modal transfer / other modes.</p> <p>(d) Transit oriented development (TOD). High density mixed land use. Promote use of public transport. Reduce need for private car use.</p>	
<p>DEVELOPMENT/ IMPROVEMENTS TO STATION IMPACT AREAS</p>	<p><i>Word limit – [200 words]</i></p>
<p>The property development should contribute to the implementation of the municipal spatial development framework for the development of the station impact area, and high density mixed land use.</p> <p>A plan detailing the private party’s development of areas around the Gautrain Station and the benefits thereof to the Gautrain system, commuters, other public transport users and the general public, including people with disability.</p>	<p><i>Please describe in detail how you propose to address this requirement.</i></p> <p><i>If your proposal does not include a specific requirement, please type in ‘Not included’ under the specific requirement heading.</i></p>
<p>GAUTRAIN PASSENGER INFORMATION DISPLAYS</p>	<p><i>Word limit – [200 words]</i></p>
<p>The development and/ or linkage shall provide real time information via Passenger Information Displays within the development and preferably also visible to the general public. The Applicant shall ensure the availability and accuracy of passenger information (both real-time and static) at all times.</p>	<p><i>Please describe in detail how you propose to address this requirement.</i></p> <p><i><u>NB.</u> Please include the cost of addressing these requirements, and indicate whether you will self implement the requirements, or alternatively will make a contribution to the GMA to effect the requirement on your behalf.</i></p> <p><i>If your proposal does not include a specific requirement, please type in ‘Not included’ under the specific requirement heading.</i></p>
<p>PROMOTION OF THE GAUTRAIN BRAND</p>	<p><i>Word limit – [500 words]</i></p>
<p>Where possible and practical all infrastructure and landscaping shall comply with the branding of the Gautrain. All proposals shall demonstrate how the development will contribute to promote the</p>	<p><i>Please describe in detail how you propose to address this requirement.</i></p> <p><i><u>NB.</u> If applicable, please include the cost of</i></p>

<p>branding of the Gautrain, eg. promotional material of the development may include references to the Gautrain and also promote the use of the Gautrain, and where possible contribute to the marketing initiatives of the Gautrain.</p>	<p><i>addressing these requirements, and indicate whether you will self implement the requirements, or alternatively will make a contribution to the GMA to effect the requirement on your behalf.</i></p> <p><i>If your proposal does not include a specific requirement, please type in 'Not included' under the specific requirement heading.</i></p>
<p>ENVIRONMENTAL MANAGEMENT</p>	<p><i>Word limit – [200 words]</i></p>
<p>The Applicant shall demonstrate compliance with environmental legislation and will strive to adhere to the guidelines of the South African Area Building Council.</p>	<p><i>Please describe in detail how you propose to address this requirement.</i></p> <p><i><u>NB.</u> If applicable, please include the cost of addressing these requirements, and indicate whether you will self implement the requirements, or alternatively will make a contribution to the GMA to effect the requirement on your behalf.</i></p> <p><i>If your proposal does not include a specific requirement, please type in 'Not included' under the specific requirement heading.</i></p>
<p>STATION SPECIFIC OBJECTIVES <i>Word limit – [2 pages]</i></p> <p><i>*Please indicate which Station your proposal relates to and please describe in detail how you propose to address the requirements relating to the station chosen. <u>NB.</u> If applicable, please include the cost of addressing these requirements, and indicate whether you will self implement the requirements, or alternatively will make a contribution to the GMA to effect the requirements on your behalf.</i></p> <p><i>If already detailed included above, please indicate so, and please only respond to those requirements that have not yet been addressed.</i></p>	
<p>1.1. Park Station</p> <ul style="list-style-type: none"> • Improve pedestrian linkages from the Gautrain station to the historic Johannesburg Park station, as well as the promotion of pedestrian connections or accessibility in the station impact area. • Improve integration with all other transport modes, PRASA, bus, taxi, coaches, etc. • Improve pedestrian access and promote pedestrian corridors within the Braamfontein and 	

Johannesburg CBD areas. Complement development initiatives of the Johannesburg Development Agency and PRASA.

1.2. Rosebank Station

- Contribute to the provision of parking.
- Enhance all-weather access to Gautrain station.
- Accommodate public transport and improve modal integration.

1.3. Sandton Station

- Enhance pedestrian corridors to station – safe, secured, protected, including direct access to concourse level.
- Contribute to the provision of parking.
- Contribute to additional (southern) access to the station platform levels.

1.4. Marlboro Station

- Improve access to station by all modes of transport.
- Contribute to the development of the station impact area, high density mixed land use.
- Contribute to the implementation of the City of Johannesburg development framework.

1.5. Midrand Station

- Contribute to the implementation of the City of Johannesburg spatial development framework for the station impact area.
- Provide pedestrian linkages to surrounding areas across the major roads along the station perimeter.

1.6. Centurion Station

- Improve direct pedestrian access to station – safe, secure, protected, particularly Centurion Shopping Centre.
- Contribute to the provision of parking.

1.7. Pretoria Station

- Contribute to the heritage protection of Pretoria station area.
- Contribute to provision of parking and transport integration.
- Improve connection (pedestrian) to the CBD.

1.8. Hatfield Station

- Improve public transport integration.
- Improve pedestrian connectivity to the Hatfield node.
- Promote ridership through increased employment opportunities.

- Expansion of Gautrain / other mass transit services (BRT, etc).

1.9. Rhodesfield Station

- Promote the development of Rhodesfield node – implementation of the Ekurhuleni Spatial Development Framework.
- Improve pedestrian connections, and improve road access to Rhodesfield station.
- Improve access to the Gautrain station from the western side of PRASA railway line.
- Contribute to the provision of parking at Rhodesfield station.

IMPLEMENTATION PLAN WITH TIMELINE	<i>Word limit – [500 words]</i>
<p>If your proposal incorporates a self implementation of the requirements, please provide us with an implementation plan addressing the requirements of the Specification as detailed above, including timelines and milestones.</p>	<p><i>Please describe in detail how you propose to address this requirement.</i></p> <p><i>NB. Please include your costings here to allow us to cross reference to other parts of this specification.</i></p> <p><i>If your proposal does not include a specific requirement, please type in ‘Not included’ under the specific requirement heading.</i></p>
EXCLUSIVITY REQUIREMENTS	<i>Word limit – [200 words]</i>
<p>Please describe in detail any exclusivity requirements you will seek relating to the naming rights agreement.</p>	
CAPABILITY, KNOWLEDGE & EXPERIENCE	<i>Word limit – [250 words]</i>
<p>Provide details of your organization’s knowledge and professional experience in the industry as it applies to the required services or improvements.</p> <p>Detail previous work related to the requirements detailed in the Specification</p> <p>Detail current work related to the requirements detailed in the Specification</p>	<p><i>If your proposal does not include a specific requirement, please type in ‘Not included’ under the specific requirement heading.</i></p>
QUALITY CONTROL SYSTEM FOR DELIVERABLES	
<p>Describe your organization’s Quality Management System. To which standard are you accredited?</p>	<i>Word limit – [50] words</i>

If you are not currently certified, are you in the process of achieving certification, and to which standard?	<i>Word limit – [50] words</i>
AFFILIATION/MEMBERSHIP OF PROFESSIONAL BODIES	
List affiliation to or membership of all applicable professional bodies.	<i>Word limit – [50] words</i>
CLIENT SERVICE, RATINGS, REFERENCES	
Provide details of the Customer Service Plan you would undertake for this contract.	<i>Word limit – [100] words</i>
What other customer service orientated proposals do you have that will enhance your bid?	<i>Word limit – [100] words</i>
Provide 3 written references from clients who you have rendered a service to in the past 2 years	<i>Reference on client letterhead Signed by client Details of service rendered to client/client satisfaction</i>
INNOVATION & CREATIVITY	
Provide brief details of the innovative or unique component of your proposal, which for example, involves the use of leading technologies, innovative solutions, methodologies and best practice.	<i>Word limit – [200] words</i>
What strategies will be used to ensure continuous and “value for money” improvements for the service?	<i>Word limit – [200] words</i>
FINANCIAL VIABILITY	
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 continue to operate as a going concern?	
Are there any other factors which could adversely impact on the financial ability of the Applicant to successfully perform the obligations contemplated in this RFP?	
RISK AND PROFESSIONAL INDEMNITY	
Provide details of all relevant insurances maintained by the Applicant, including risk management strategies applicable in the context of the supply of the Services.	<i>Name of Insurer: Policy Type: [public liability, professional indemnity] Policy number(s): Expiry dates: Limit of liability:</i>

	<i>Relevant exclusions:</i>
CONFLICT OF INTEREST	
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.	
Outline the strategy and process for preventing conflicts of interest and to handle any future conflict of interest (actual or perceived).	
ANY OTHER MATTER	
Detail any other matter which has not been covered in the previous sections, and which you believe needs to be considered in the evaluation of your proposal.	

ANNEXURE A**TAX CLEARANCE CERTIFICATE REQUIREMENTS**

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

- 1 In order to meet this requirement Applicants 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 Applicants / individuals who wish to submit bids.
- 2 SARS will then furnish the Applicant 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

ANNEXURE B**PRICING DECLARATION**

Dear Sir/Madam

After having carefully read through and examined this RFP Reference Number GMA/002/12 in its entirety together with all the provisions contained in each section of the RFP document,

We hereby offer to render to the services to the GMA as detailed in Specification section of the Request for Proposal document:

IN AMOUNTS:

R _____ (including VAT)

IN WORDS:

R _____ (including VAT)

We confirm that this price covers all activities associated with the supply of the services to the GMA as per the requirements in the specification.

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 highest 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 RFP 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 RFP 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 APPLICANT	
IDENTITY NUMBER	
POSITION	
AUTHORISED SIGNATORY	

ANNEXURE C**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 favouritism, 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 Applicant or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the Applicant is employed by the state; and/or
- the legal person on whose behalf the Evaluation 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 Applicant 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 Applicant **YES / NO**
- Are you or any person connected with the Applicant 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 Applicant 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 Applicant, have 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? **YES / NO**

2.9.1 If so, furnish particulars.
.....
.....
.....

2.10 Are you, or any person connected with the Applicant, aware of any relationship (family, friend, other) between any other Applicant 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 Evaluation for this contract? **YES/NO**

2.11.1 If so, furnish particulars:
.....
.....
.....

3 Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	Personal Income Tax Reference Number	State Employee Number / Persal Number

4. 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 APPLICANT	
IDENTITY NUMBER	
POSITION	
AUTHORISED SIGNATORY	

ANNEXURE E**CONTRACT FORM - SALE OF GOODS/WORKS**

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL APPLICANT (PART 1) AND THE SELLER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL APPLICANT AND THE SELLER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE APPLICANT)

1. I hereby undertake to purchase all or any of the goods and/or works described in the attached Evaluation documents from (name of institution) in accordance with the requirements stipulated in (bid number)..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the seller during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Evaluation documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Declaration of interest;
 - Declaration of Applicant's past SCM practices;
 - 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) quoted cover all the goods and/or works specified in the Evaluation documents; that the price(s) cover all my obligations and I accept that any mistakes regarding price(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I undertake to make payment for the goods/works as specified in the Evaluation documents.
6. I declare that I have no participation in any collusive practices with any Applicant or any other person regarding this or any other bid.

I confirm that I am duly authorised to sign this contract.

NAME OF APPLICANT	
NAME (PRINT)	
POSITION	
AUTHORISED SIGNATORIES OF APPLICANT(S)	
WITNESS 1	
WITNESS 2	
DATE	

ANNEXURE F

CONTRACT FORM - SALE OF GOODS/WORKS

PART 2 (TO BE FILLED IN BY THE SELLER)

1. I..... in my capacity as..... accept your bid under reference numberdated.....for the purchase of goods/works indicated hereunder and/or further specified in the annexure(s).

2. I undertake to make the goods/works available in accordance with the terms and conditions of the contract.

ITEM NO.	DESCRIPTI ON	PRICE (ALL APPLICABLE TAXES INCLUDED)		

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

ANNEXURE G**DECLARATION OF APPLICANT'S 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 Applicant may be disregarded if that Applicant, 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	<p>Is the Applicant 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?</p> <p>(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).</p> <p>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.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the Applicant 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)?</p> <p>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.</p>		

4.2.1	If so, furnish particulars:		
4.3	Was the Applicant 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 Applicant 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

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

- CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.
- I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

NAME OF THE APPLICANT	
POSITION	
AUTHORISED SIGNATORY	
DATE	

ANNEXURE H**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

1. This Standard Evaluation 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 Evaluation (or bid rigging).² Collusive Evaluation is a *pe 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 Applicant if that Applicant, 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 Evaluation 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 I) must be completed and submitted with the bid:

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

² Bid rigging (or collusive Evaluation) 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 Evaluation 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 Applicant)

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 authorized by the Applicant to sign this Certificate, and to submit the accompanying bid, on behalf of the Applicant;
4. Each person whose signature appears on the accompanying bid has been authorized by the Applicant to determine the terms of, and to sign the bid, on behalf of the Applicant;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word “competitor” shall include any individual or organization, other than the Applicant, whether or not affiliated with the Applicant, 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 Applicant and/or is in the same line of business as the Applicant.
6. The Applicant 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 Evaluation.
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) Evaluation 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 Applicant, 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 APPLICANT	
POSITION	
AUTHORISED SIGNATORY	
DATE	

CHECKLIST

Applicants are to use this checklist to ensure that the bid documentation is complete for administrative compliance. The Applicant 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 Applicant's Response completed in full and signed?		
2.	Have you submitted all attachments and additional information required?		
3.	Annexure A		
4.	Annexure B		
5.	Annexure C		
6.	Annexure E		
7.	Annexure F		
8.	Annexure G		
9.	Annexure H		
10.	Did you submit one (1) original and three (3) hard copies of the Applicant's Response?		
11.	Did you submit an electronic copy of the Applicant's Response		
		Tick to indicate that the information is included	