

# REQUEST FOR PROPOSAL

**RFP REFERENCE NO: GMA/010/17**

## PROVISION OF CYBER-SECURITY ASSESSMENTS AND ADVISORY SERVICES

**The GMA seeks:**

to appoint a suitably qualified and experienced service provider to conduct cyber-security assessments and provide cyber-security advisory services for a period of three (3) years.

<b>DATE OF ISSUE:</b>	<b>09 February 2018</b>
<b>COMPULSORY BRIEFING SESSION:</b>	<b>16 February 2018</b>
<b>TIME FOR COMPULSORY BRIEFING:</b>	<b>11H00 – 12H00</b>
<b>CLOSING DATE:</b>	<b>07 March 2018</b>
<b>CLOSING TIME:</b>	<b>11H00</b>

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## DEFINITIONS

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

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

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

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

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

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

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

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

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

**Request for Proposal** or **RFP** means this document (comprising each of the parts identified under RFP Part A, Part B 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](http://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:
  - Assist the Gauteng Provincial Government (GPG) in implementing Gautrain and achieving the Project's objectives.
  - Act on behalf of GPG in managing the relationship between Province and the Concessionaire in terms of the Concession Agreement and ensure that the interests of Province are protected.
  - Enhance the integration of Gautrain with other transport services and Public Transport Plans.
  - Promote and maximise the Socio-Economic Development and B-BBEE objectives of the GPG in relation to Gautrain.
  - Liaise with and promote co-operation between government structures in all three spheres of Government in relation to Gautrain.
  - Liaise with persons having an interest in the project.
  - Manage assets relating to Gautrain and promote their preservation and maintenance.
  - Manage the finances of the Gautrain Project and the financial securities provided by the Concessionaire.
  - Monitor the policy and legislative environment of the Gautrain Project
  
2. The Bombela Concession Company (RF) (Pty) Ltd (BCC or the Concessionaire) entered into a Concession Agreement with the Gauteng Province (Province) for the design, partial finance, construction, operation, and maintenance of the Gautrain Rapid Rail Link until 27 March 2026. The Operations Commencement Date (OCD) 1 started on 08 June 2010 for the section between Sandton station and ORTIA station. Extended Phase (EP) 1 services commenced on 02 August 2011 between Hatfield and Rosebank stations. The Operations Commencement Date 2 services commenced on 07 June 2012 between Rosebank and Park stations, in so doing providing a complete service between Park and Hatfield stations. At the end of the concession period, the Concessionaire shall transfer the Gautrain System to the GMA.

3. The GMA is inviting responses to this Request for Proposal (reference number GMA/010/17) in order to appoint a suitably qualified and experienced service provider to conduct cyber-security assessments and to provide cyber-security advisory services to the GMA for a period of three (3) years as specified in this RFP PART B – Specification.
4. The appointment of a successful service provider is subject to conclusion of a service level agreement between the GMA and the service provider.

### RFP OBJECTIVES

5. The objective of the tender is to find suitably qualified and experienced service provider to conduct cyber-security assessments and advisory services for a period of three (3) years.

### INDICATIVE PROJECT TIMETABLE

ACTIVITY	DATE
Issue of RFP	09 February 2018
<b>Compulsory Briefing Session</b>	<b>16 February 2018      Time: 11H00 – 12H00</b>
	<b>Venue: GMA Imbokodo Boardroom, 3<sup>rd</sup> Floor, 44 Grand Central Boulevard, Grand Central, Midrand</b>  <b>ONLY THOSE WHO ATTEND THE COMPULSORY BRIEFING SESSION ARE QUALIFIED TO SUBMIT PROPOSALS</b>
<b>Closing Date and Time</b>	<b>07 March 2018 at 11H00</b>
Intended completion of evaluation of tenders	16 April 2018
Intended formal notification of successful Bidders	11 May 2018
Effective date of contract	01 June 2018

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



## SUBMISSION OF TENDERS

### Hardcopy Submission (Compulsory)

Proposal Submission	Bid documents must be secured together preferably bound or contained in a lever arch file
Physical Address of Tender Box	44 Grand Central Boulevard, Grand Central Midrand (Off R101 Old Johannesburg Road)
Hours of access to Tender Box	Between 07:00 and 17:00 (Weekdays only)
Information to be marked on package containing Tender	Gautrain Management Agency Attention: Supply Chain Management Unit RFP Ref. No. GMA/010/17  <b>Name of Bidder</b>

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

## RULES GOVERNING THIS RFP AND THE TENDERING PROCESS

### APPLICATION OF RULES

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

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

## **REQUEST FOR PROPOSAL**

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

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

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

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

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

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

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

### **REPRESENTATIONS**

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

### **CONFIDENTIALITY**

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

### **COMMUNICATIONS DURING THE TENDERING PROCESS**

### **REQUESTS FOR CLARIFICATION OR FURTHER INFORMATION**

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

## **UNAUTHORISED COMMUNICATIONS**

29. Bidders may not contact (including promotional or advertising activities) any GMA staff or Advisors of GMA except through the channel in clause 21 above on any matter pertaining to the bid from the time when the bid is advertised to the time the bid is awarded. Communicating with any GMA staff or Advisors of GMA except through the channel in clause 21 above will be perceived as an effort by a bidder to influence bid evaluation, bid comparisons or bid award decisions in any manner, and will result in rejection of the bid concerned. Nothing in this clause is intended to prevent communications with staff of, or advisors of the GMA to the extent that such communications do not relate to this RFP or the Tendering Process.
30. Bidders must not otherwise engage in any activities that may be perceived as, or that may have the effect of, influencing the outcomes of the Tendering Process in any way.

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

31. Bidders may not seek or obtain the assistance of employees, contractors or advisors of the GMA in the preparation of their tender responses, except where contractors or advisors are participating in the tender in which case the Bidder must disclose such participation in its tender by declaring their possible interest or conflict in the relevant SBD 4 form.
32. The GMA may in its absolute discretion, immediately disqualify a Bidder that it believes has sought or obtained such improper assistance.
33. Bidders are to be familiar with the implications of contravening the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004 and any other relevant legislation.
34. Bidders are encouraged to stop crime at the GMA in its tracks and report it anonymously to the following number: 0800 6 FRAUD/0800 637 283.

## **ANTI-COMPETITIVE CONDUCT**

35. Bidders and their respective officers, employees, agents and advisors must not engage in any collusion, anti-competitive conduct or any other similar conduct in respect of this Tendering Process with any other Bidder or any other person(s) in relation to:

- a. The preparation or lodgement of their Tender
- b. the evaluation and clarification of their Tender; and
- c. the conduct of negotiations with the GMA.

36. For the purposes of clause 38, collusion, anti-competitive conduct or any other similar conduct may include disclosure, exchange and clarification of information whether or not such information is confidential to the GMA or any other Bidder or any other person or organisation.

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

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

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

39. The written complaint must set out:

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

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

### **CONFLICT OF INTEREST**

41. A Bidder must not, and must ensure that its officers, employees, agents and advisors do not place themselves in a position that may give rise to actual, potential or perceived conflict

of interest between the interests of the GMA and/or the Gauteng Provincial Government and the Bidders interests during the Tender Process.

42. The Bidders Response in this RFP Part C requires the Bidder to provide details of any interests, relationships or clients which may or do give rise to a conflict of interest in relation to the supply of the services under any contract that may result from this RFP.
43. If the Bidder submits its Tender and a subsequent conflict of interest arises, or is likely to arise, which was not disclosed in the Tender, the Bidder must notify the GMA immediately in writing of that conflict.
44. The GMA may immediately disqualify a Bidder from the Tendering Process if the Bidder fails to notify the GMA of the conflict as required.

## **LATE TENDERS**

45. Tenders must be lodged by the Closing Date and Time. Where a tender document is not in the tender box at the time of the bid closing, such a bid document will be regarded as a late bid. Late bids will not be accepted or considered.
46. Tenders lodged after the Closing Time or lodged at a location or in a manner that is contrary to that specified in this RFP will be disqualified from the Tendering Process and will be ineligible for consideration.
47. The determination of the GMA as to the actual time that a Tender is lodged is final. Subject to clause 49, all Tenders lodged in the Tender Box after the Closing Time will be recorded by the GMA and will only be opened for the purposes of identifying a business name and address of the Bidder. The GMA will inform a Bidder whose Tender was lodged after the Closing Time of its ineligibility for consideration. The general operating practice is for the late tender to be returned within 5 (Five) working days of receipt or within 5 (Five) working days after determination not to accept a late tender.

## **TENDER DOCUMENTS**

### **BIDDERS RESPONSIBILITIES**

51. Bidders are responsible for:

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

## PREPARATION OF TENDERS

52. Bidders must ensure that:

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

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

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

## ILLEGIBLE CONTENT, ALTERATION AND ERASURES

54. Incomplete Tenders may be disqualified or evaluated solely on information contained in the Tender.
55. The GMA may disregard any content in a Tender that is illegible and will be under no obligation whatsoever to seek clarification from the Bidder.



56. The GMA is entitled to amend any bid conditions, validity period, specifications, or extend the closing date of bids before the closing date. All bidders, to whom the bid documents have been issued, will be advised in writing of such amendments in good time.

### **OBLIGATION TO NOTIFY ERRORS**

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

### **RESPONSIBILITY FOR TENDERING COSTS**

58. The Bidders participation or involvement in any stage of the Tendering Process is at the Bidders sole risk, cost and expense. The GMA will not be held responsible for, or pay for, any expense or loss that may be incurred by Bidders in relation to the preparation or lodgement of their Tender.
59. The GMA is not liable to the Bidder for any costs on the basis of any contractual, or promissory or restitutionary grounds whatsoever as a consequence of any matter relating to the Bidders participation in the Tendering Process, including without limitation, instances where:
- a. The Bidder is not engaged to perform under any contract; or
  - b. the GMA exercises any right under this RFP or at law.

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

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

### **USE OF TENDERS**

61. Upon submission in accordance with the requirements of submission of Tenders, all Tenders submitted become the property of the GMA. Bidders will retain all ownership rights in any intellectual property contained in the Tender.

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

#### **PERIOD OF VALIDITY**

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

#### **STATUS OF TENDER**

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

68. The GMA reserves the right to accept a Tender in part or in whole or to negotiate with a Bidder in accordance with the clause 88 (Unreasonable disadvantage) of this RFP Part A.

## TENDER RESPONSE

### COMPLIANCE WITH SPECIFICATION

69. Under Part C of this RFP, a Bidder must submit a tabulated statement showing its level of compliance to the Specification contained in this RFP Part B.
70. In particular, Bidders must state if they will not comply with the Specification, or will only comply with the Specification subject to conditions. Full details of the non-compliance (including the nature and extent of the non-compliance and any reasons for such non-compliance) must be stated in the space provided in the tabulated statement.
71. No response is required in respect of a particular section of the Specification where Bidders will comply with the Specification. Only sections that Bidders have not complied with, or will only comply with subject to conditions, should be noted in the tabulated statement.
72. The GMA is prepared to contemplate minor variations or departures from the Specification proposed by Bidders.
73. However, Bidders should note that significant or substantive variations or departures from the Specifications will not be viewed favourably unless the Bidder is able to clearly demonstrate to the satisfaction of the GMA the necessity for such variations or departures.

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

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

## GENERAL

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

## ALTERNATIVE TENDER

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

## INNOVATIVE SOLUTIONS

80. Bidders are encouraged to offer options or solutions which may, in an innovative way, contribute to the GMA's ability to carry out its operations in a more cost-effective manner.
81. These options or solutions may be related to:
  - a. The outputs, functional, performance and technical aspects of the requirement; or
  - b. Opportunities for more advantageous commercial arrangements.
82. Any such options or solutions will be considered by the GMA on a “commercial in confidence” basis if so requested by the Bidder.
83. Where a Bidder submits an offer which meets the requirements of this RFP in an alternative and practical manner, the Tender must also include any supplementary material (including such pricing and costing details as may be necessary to enable the GMA to fully assess the financial impact of the alternative proposal), which demonstrates in detail that such an alternative will fully achieve and/or exceed all the specified requirements, together with references as to why the additional features may be advantageous.

84. The GMA reserves the right to consider such offers on their merits or not to consider them at all.

## **CONTRACT DISCLOSURE REQUIREMENTS**

### **DISCLOSURE OF INFORMATION**

85. The Conditions of Tendering include a provision for the disclosure of contract information (refer to this RFP Part A dealing with "Use of Tenders").
86. If a Bidder wishes to withhold the disclosure of specific contract information, the Bidder must clearly outline how the release of this information will expose trade secrets, business strategy or unique methodologies that may expose the business unreasonably to disadvantage.

### **TRADE SECRETS**

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

### **UNREASONABLE DISADVANTAGE**

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

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

## EVALUATION OF TENDERS

### EVALUATION PROCESS

89. Following the Closing Time, the GMA intends to evaluate the Tenders received.
90. Tenders will be evaluated against the Evaluation Criteria specified under the section "Evaluation Criteria Format".
91. Without limiting the GMA's rights in the RFP, the GMA may at any time during the Tendering Process choose to:
  - a. Shortlist one or more Bidders; and
  - b. accept one or more of the Tenders.
92. Unless the Evaluation Criteria explicitly require, the GMA may, but is not in any way bound to, shortlist, to select as successful, or to accept the Tender offering the lowest price.
93. Should the GMA choose to include a short listing stage in its evaluation process, the GMA is not, at any time, required to notify Bidders or any other person or organisation interested in submitting a Tender.
94. A Bidders Response will not be deemed to be unsuccessful until such time as the Bidder is formally notified of that fact by the GMA. The commencement of negotiations by the GMA with one or more other Bidders is not to be taken as an indication that any particular Bidders Response has not been successful.

### EVALUATION CRITERIA FORMAT

95. The evaluation criteria is weighted to reflect the importance of project requirements noted in the Specifications:
96. In evaluating Bidders Responses, the GMA will have regard to:
  - a. Specific evaluation criteria identified in the list below;
  - b. the overall value for money proposition presented in the Bidders Response; and
  - c. particular weighting assigned to any or all of the evaluation criteria specified below.
97. For the purposes of this RFP clause 98, 'value for money' is a measurement of financial and non-financial factors, including:
  - a. Quality levels; and
  - b. performance standards.
98. Value for money will be assessed on a 'whole of life' basis (including the transitioning-in, the contract term and the transitioning-out phases of the relationship between the GMA and a Bidder), with a view to long-term sustainability of the value for money proposition and with a focus on ensuring that value for money outcomes are

promoted and protected following the conclusion of any contract that may result from this RFP.

99. Administrative compliance will be determined in accordance with the conditions listed in this RFP.

100. The evaluation criteria will be in line with the PPPFA, 2000 (Act No. 5 of 2000) and Preferential Procurement Regulations 2017.

101. Evaluation will be based on a point system and three-stage evaluation process. As a pre-requisite, a bid must comply with the requirements of the bid solicitation and meet the pre-qualification requirements before being evaluated further to next stage. The minimum threshold of the functionality evaluation criteria must also be met in order for the bid to be declared responsive and qualify to the next evaluation stage.

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

Evaluation element	Weighting	Threshold score
Technical proposal	100	75 Points
B-BBEE proposal	20	N/A
Price proposal	80	N/A
<b>Total</b>	<b>100</b>	

**FUNCTIONALITY EVALUATION**

103. The evaluation criteria for measuring functionality, and the weighting attached to each criterion is detailed in **Part B of the RFP document, Paragraph 11 of Terms of Reference**. Failure to provide adequate information for evaluation of the criteria listed below will at least result in minimal subjective consideration and may result in loss of points.

104. A minimum threshold for functionality of seventy five (75) points is required. Bids that do not meet this threshold in each section will automatically be disqualified from further evaluation.

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

## PRICE EVALUATION

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

## B-BBEE EVALUATION

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

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

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

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

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

## CLARIFICATION OF TENDERS

110. The GMA may seek clarification from and enter into discussions with any or all of the Bidders in relation to their Tender. The GMA may use such information in interpreting



the Tender and evaluating the cost and risk in accepting the Tender. Failure to supply clarification to the satisfaction of the GMA may render the Tender liable to disqualification.

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

## **DISCUSSION WITH BIDDERS**

112. The GMA may elect to engage in detailed discussions with any one or more Bidders, with a view to maximising the benefits of this RFP as measured against the evaluation criteria and in fully understanding a Bidders offer.

113. In its absolute discretion, the GMA may invite some or all Bidders to give a presentation to the GMA in relation to their submissions, that may include a demonstration of software, programs or unique methodologies proposed, if applicable.

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

115. In addition to presentations and discussions, the GMA may request some or all Bidders to:

- a. Conduct a site visit, if applicable;
- b. provide references or additional information; and/or
- c. make themselves available for panel interviews.

## **BEST AND FINAL OFFERS**

116. Bidders or where the Tendering Process involves a short listing process, shortlisted Bidders may be invited by the GMA to submit a best and final offer in relation to all or certain aspects of their respective Tenders.

117. The GMA is under no obligation to give Bidders the opportunity to submit a best and final offer. If the GMA chooses to give Bidders the opportunity to submit a best and final offer, it is under no obligation to give notification before the Closing Time that such opportunity will be given.

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

## **SUCCESSFUL TENDERS**

### **NO LEGALLY BINDING CONTRACT**

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

### **PRE-CONTRACTUAL NEGOTIATIONS**

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

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

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

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

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

**ADDITIONAL RULES**

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

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

**BIDDER WARRANTIES**

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

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

**GMA'S RIGHTS**

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

- a. Cease to proceed with, or suspend the Tendering Process prior to the execution of a formal written contract;
- b. alter the structure and/or the timing of this RFP or the Tendering Process;
- c. vary or extend any time or date specified in this RFP for all or any Bidder or other persons;
- d. terminate the participation of any Bidder or any other person in the Tendering Process;

- e. require additional information or clarification from any Bidder or any other person or provide additional information or clarification;
- f. call for new Tenders;
- g. reject any Tender received after the Closing Time;
- h. reject any Tender that does not comply with the requirements of this RFP; or
- i. consider and accept or reject any alternative tender.

### **GOVERNING LAWS**

128. This RFP and the Tendering Process is governed by the laws applying in the Republic of South Africa.

129. Each Bidder must comply with all relevant laws in preparing and lodging its Tender and in taking part in the Tendering Process.

130. All tenders must be completed using the English language and all costing must be in South African Rands.

### **INCONSISTENCY**

131. If there is any inconsistency between any parts of this RFP, a descending order of precedence must be accorded to:

- a. the conditions of tendering in Part A and Part B of this RFP, and any annexure or attachments;
- b. the Bidders response in Part C of this RFP;
- c. any other part of this RFP, so that the provision in the higher ranked document, to the extent of the inconsistency, prevails.

# RFP – PART B

## TERMS OF REFERENCE

### 1. PURPOSE

The purpose of this TOR is to procure the services of a suitably qualified service provider to conduct cyber-security assessments and provide cyber-security advisory services for a period of three (3) years

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

#### 2.1. The Gautrain Management Agency

##### 2.1.1. General Description

The main objective of the Gautrain Management Agency (GMA) is to manage, coordinate and oversee the Gautrain Rapid Rail Link System Project. In order to do so, the GMA must:

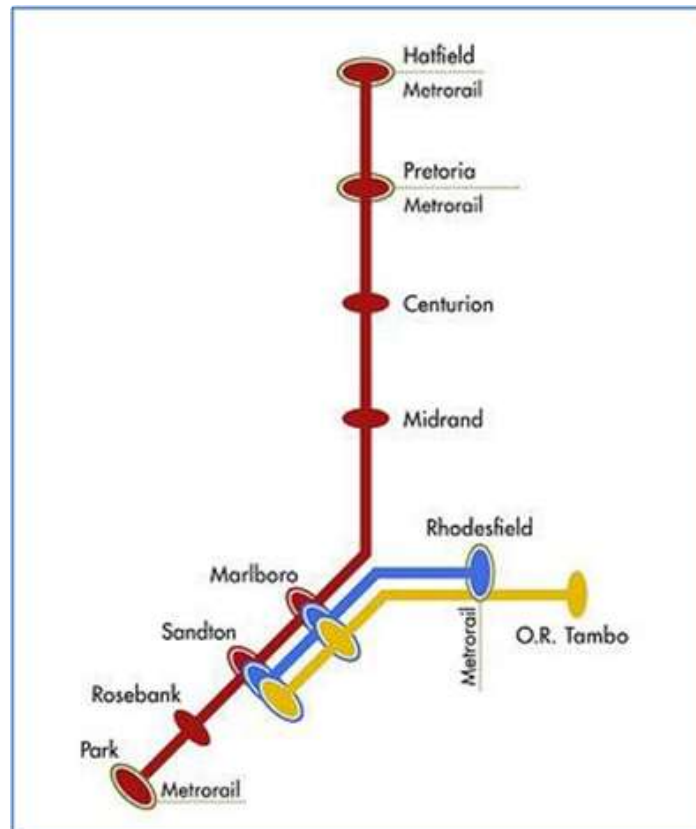
- a) Assist the Gauteng Provincial Government (GPG) in implementing Gautrain and achieving the Project's objectives.
- b) Act on behalf of GPG in managing the relationship between Province and the Concessionaire in terms of the Concession Agreement and ensure that the interests of Province are protected.
- c) Enhance the integration of Gautrain with other transport services and Public Transport Plans.
- d) Promote and maximize the Socio-Economic Development and BBBEE objectives of the GPG in relation to Gautrain.
- e) Liaise with and promote co-operation between government structures in all three spheres of Government in relation to Gautrain.
- f) Liaise with persons having an interest in the project.
- g) Manage assets relating to Gautrain and promote their preservation and maintenance.

- h) Manage the finances of the Gautrain Project and the financial securities provided by the Concessionaire.
- i) Monitor the policy and legislative environment of the Gautrain Project

## **2.2. The Gautrain Rapid Rail Link System**

### 2.2.1. General Description

- a) The Bombela Concession Company (RF) (Pty) Ltd (the Concessionaire) entered into a Concession Agreement with the Gauteng Provincial Government (Province) for the design, partial finance, construction, operation, and maintenance of the Gautrain Rapid Rail Link until 27 March 2026. Construction of the Gautrain project was completed on 7 June 2012, when the Operating Period commenced. The Development period, commenced on 28 September 2006. The Concession Period ends on 27 April 2026.
- b) The Concessionaire signed an Operating Contract with Bombela Operating Company (Pty) Ltd (the Operator) for the operation and maintenance of the System (Train, Station, and Bus operations). In turn, the Operator entered into two subcontracts, namely a maintainer contract in terms of which the Bombela Maintenance (Pty) Ltd (the Maintainer) is responsible for the maintenance of the works including the existing Electrical Multiple Units (EMUs) or 4-car train sets and Mega Express which is responsible for the operation of the dedicated Gautrain bus service.
- c) The rail network comprises 82 route kms, 25kV AC electrified, and signalled standard gauge track infrastructure of which 15.3 route kms is situated underground, 10 stations, one maintenance depot and 24 4-car EMUs constructed to the UK loading gauge. The rail network layout is illustrated in Figure 1 below.



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

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

2.2.2 Description of Existing Operations

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

distribution system (OCDS), communication and signalling. Maintenance of fixed assets and equipment such as elevators and escalators are the responsibility of the Operator.

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

### **3. INFORMATION SECURITY LANDSCAPE**

The information security landscape is ever changing. Cyber threats is one of the most serious economic and information security challenges that we face in this day and age. ICT systems face an array of emerging threats that could severely compromise and limit the ability for an organisation to perform business critical functions. Attackers employ ever more sophisticated tools and techniques and often possess substantial resources in the form of syndicates and hacking communities.

The GMA realises that to survive in the information age, it must strategically embrace, meet and counter the vast array of challenges associated with information and cyber-security risks. With cyber-attacks becoming the norm, it is more important than ever before to undertake regular vulnerability scans and penetration testing to identify vulnerabilities and ensure that the security controls implemented on ICT Systems and processes are effective.

Furthermore, with security such an integral part business operations, it is vital to have a holistic or combined view of the security posture in order to ensure effective and efficient protection against cyber threats.

### **4. SERVICES REQUIRED**

The GMA requires a Service Provider to provide the following services:

- a) Managed vulnerability scan service;
- b) Penetration testing services; and
- c) Cyber-security advisory services.

Service Providers who seek to be appointed will have to clearly demonstrate experience and expert knowledge in providing the services as listed above.



## 5. COMPULSARY BRIEFING SESSION

Bidders are required to attend a compulsory briefing session on the 16<sup>th</sup> of February 2018 at 11h00.

## 6. CONTRACT TERM

The successful Service Provider will be appointed for a three year term.

## 7. PERFORMANCE MANAGEMENT

The appointed Service Provider will be subjected to continuous performance management. In the event that a deliverable, e.g. a penetration test, is deemed below standard or does not meet GMA's expectations, the GMA may either request that the test or assessment be re-executed by another analyst(s) from the appointed Service Provider, or choose to have the same test or assessment executed by another Service Provider at the appointed Service Provider's expense.

## 8. CONDITION FOR CONTRACTING

8.1. Shortlisted Bidders will be subjected to probity screening, which may cover the Bidder, its personnel, and/or contractors, engaged in the discharge of the required services. Where applicable, the Bidder shall be responsible for facilitating signature of requisite consent/s by its individual employees/ contractors. In the event that consent is not obtained for an individual employee/ contractor, or the Bidder or an employee/ contractor fails the probity screening, the GMA reserves the right to disqualify the Bidder's proposal.

The screening may include:

### 8.1.1. For companies:

- 8.1.1.1. Company Checks;
- 8.1.1.2. Company Fraud Checks;
- 8.1.1.3. Company World-Checks;
- 8.1.1.4. AFIS Criminal checks;
- 8.1.1.5. CCMA Checks;
- 8.1.1.6. Bank Account Verification;
- 8.1.1.7. Treasury Non-Preferred Supplier Database; and
- 8.1.1.8. Company Media Searches.

**8.1.2. For individuals:**

- 8.1.2.1. General Background Checks;
- 8.1.2.2. AFIS Criminal checks;
- 8.1.2.3. CCMA Checks; and
- 8.1.2.4. Verification of qualifications / certifications and/ or relevant work experience.

**9. SECURITY SCREENING AND INFORMATION SECURITY ASSURANCE FOR APPOINTED SERVICE PROVIDER**

For Information Security assurance purposes, the appointed Service Provider must adhere to the following clauses:

9.1. Compliance with the relevant South African laws (in particular POPIA, ECTA and RICA), and GMA's information security policies, procedures and standards are mandatory.

9.2. The Service Provider may, with due regard to competition laws, be subjected to periodic information security assurance assessments. The Service Provider will be responsible to address any shortcomings identified during these assessments at their own expense. GMA reserves the right to review, and reject or approve, the changes implemented to address the shortcomings.

The assessments will be based on the level of access to GMA's information systems that is granted to the Service Provider and may include:

9.2.1. Information Security Governance, Risks and Controls assessments which shall cover the following areas:

- 9.2.1.1. Information security and related policies, procedures and processes;
- 9.2.1.2. Physical and logistical access control measures;
- 9.2.1.3. Information handling processes;
- 9.2.1.4. Staff and contractor on-boarding and termination processes;
- 9.2.1.5. Information security breach record; and
- 9.2.1.6. Incident and disaster management and communication plans.
- 9.2.1.7. Social Engineering exercises which form part of the GMA's penetration testing regime, and shall include typical social engineering tactics and techniques aimed at the service provider's staff and/or contractors in an attempt to gain information of, or access to, GMA information systems.

9.3. A Service Provider may be subjected to periodic probity screening, based on the level of access to the GMA's information systems that is granted to the Service Provider, which screening may cover the Service Provider, its personnel, and/or contractors engaged in the discharge of the Service Provider's contractual obligations to the GMA. Where applicable, the Service Provider shall be responsible for facilitating signature of requisite consent/s by its individual employees/ contractors. In the event that consent is not obtained for an individual employee/ contractor, or that an employee/ contractor fails the probity screening, the GMA reserves the right to demand that the relevant resource be replaced with an equally suitable resource at the Service Provider's cost. The screening may include:

**9.3.1. For companies:**

- 9.3.1.1. Company Checks;
- 9.3.1.2. Company Fraud Checks;
- 9.3.1.3. Company World-Checks;
- 9.3.1.4. AFIS Criminal checks;
- 9.3.1.5. CCMA Checks;
- 9.3.1.6. Bank Account Verification;
- 9.3.1.7. Treasury Non-Preferred Supplier Database; and
- 9.3.1.8. Company Media Searches.

**9.3.2. For individuals:**

- 9.3.2.1. General Background Checks;
- 9.3.2.2. AFIS Criminal checks;
- 9.3.2.3. CCMA Checks; and
- 9.3.2.4. Verification of qualifications/ certifications and/or relevant work experience.

9.4. In the event that the Service Provider fails to comply with any of the above clauses, their contract with the GMA may be terminated.

**10. REQUIREMENTS AND DELIVERABLES**

**The Service Providers must respond to the deliverables whilst ensuring that the individual responses make reference to the requirements, and clearly articulate how each requirement will be met.**

	REQUIREMENT	DELIVERABLES
<b>10.1</b>	<b>Company track record and past experience</b>	
10.1.1	The Service Provider must be suitably qualified to render the required services, with at least 5 years relevant experience in the cyber security industry.	<p>The Service Provider must clearly and in detail describe their ability to provide the required services. The response must include the following as a minimum:</p> <ul style="list-style-type: none"> <li>a) Previous experience in delivering similar services to clients other than GMA. Provide a minimum of three (3) case studies for each of the required services that clearly demonstrates the Service Provider's ability to render the services. Each case study must include as a minimum: Engagement description, start and end date, services delivered, engagement outcome and a client reference letter confirming the services and outcome of the engagement.</li> <li>b) How is the organisation managed to ensure financial sustainability?</li> <li>c) How is the organisation managed to ensure a good standing reputation within the security industry and community (i.e. what differentiates you from other service providers)?</li> <li>d) What best practices and standards are adopted or used within the organisation in terms of delivering the services specified in this RFP?</li> </ul>

		<p>e) How will the required services be managed to ensure compliance to the specifications of this RFP?</p> <p>f) What is the process for employing new staff (i.e. what are the qualifying criteria when employing a new staff member and what processes are followed during the interview / employment process, e.g. background checks, security screening, etc)?</p> <p>g) How are staff developed to ensure that they keep up with new threats, vulnerabilities and hacking techniques?</p> <p>h) How are required skills retained within the organisation?</p> <p>i) How is innovation encouraged in the organisation and how is it rewarded? and</p> <p>j) What are the organisational aspirations?</p>
<b>10.2</b>	<b>Managed Vulnerability Scan Service</b>	
10.2.1	The Service Provider must provide a fully managed and outsourced vulnerability scan service, Analysts that are assigned to execute the scans must have at least two years' experience in performing vulnerability scans.	<p>The Service Provider must:</p> <p>a) Clearly and in detail describe their ability to render the required service in order to meet the requirements; and</p> <p>b) Provide detailed CV's of the individual(s) that would be executing the vulnerability scans.</p>
10.2.2	Vulnerability scans must be performed on a monthly basis on both internal and external ICT systems, hosts and applications.	<p>The Service Provider must clearly and in detail describe:</p> <p>a) Their ability to meet these requirements; and</p>

	<ul style="list-style-type: none"> <li>a) Internal scans must be executed on-site at the GMA head office, and / or the off-site data center, both of which resides within the Gauteng province.</li> <li>b) External scans must be executed from outside the GMA's ICT environment.</li> <li>c) Provision must be made for scanning 254 internal IP addresses (servers, networking equipment, applications etc.), and 30 external IP addresses (security systems, servers, web applications and mobile applications, etc.).</li> </ul>	<ul style="list-style-type: none"> <li>b) the methodology that will be followed to meet the requirements.</li> </ul>
<p>10.2.3</p>	<p>The vulnerability scanning service must comply with the following:</p> <ul style="list-style-type: none"> <li>A) Perform agentless scans;</li> <li>B) Scan for known and potentially harmful vulnerabilities and weaknesses that may exists in ICT systems;</li> <li>c) Track vulnerabilities over time; and</li> <li>d) Provide impact and risk analysis.</li> </ul>	<p>The Service Provider must clearly and in detail describe how their managed vulnerability scan service will meet the requirements.</p>
<p>10.2.4</p>	<p>A report must be produced after each scan and must:</p> <ul style="list-style-type: none"> <li>A) Be presented to, and discussed with GMA by a senior analyst within 1 (one) week of the scan being conducted. This must include discussing the detail findings and providing advise on how to remediate the findings (note that this may not be deducted from the advisory services hours);</li> <li>b) Be provided to GMA in PDF soft copy;</li> <li>c) Include a table of the findings and remediation recommendations in an</li> </ul>	<ul style="list-style-type: none"> <li>a) The Service Provider must clearly and in detail describe how their managed vulnerability scan service will meet the requirements.</li> <li>b) A sample report that clearly illustrates the compliance to all the requirements must be submitted with the proposal.</li> </ul>

	<p>editable Microsoft Excel Workbook soft copy;</p> <p>D) The report must align to audit and compliance standards and include the following elements as a minimum:</p> <ul style="list-style-type: none"> <li>I. Detailed description of each finding with appropriate remedial actions required to address the issues and concerns;</li> <li>ii. Root cause of each findings;</li> <li>iii. Vulnerability severity levels of each finding;</li> <li>iv. Impact and risk analysis of each finding;</li> <li>v. Impact, or potential impact of each finding on the overall business wide security posture;</li> <li>vi. Industry standard against which the finding is raised; and</li> <li>vii. Detail month on month tracking of findings from previous months.</li> </ul>	
<b>10.3</b>	<b>Penetration Tests</b>	
10.3.1	<p>The Service Provider must provide a fully managed and outsourced penetration testing service.</p> <ul style="list-style-type: none"> <li>a) The penetration tests must be conducted from the position of a knowledgeable and skilled attacker.</li> <li>b) Penetration testers must be Certified Ethical Hackers with at least 3 years' experience in penetration testing.</li> <li>c) The Service Provider must fulfil the project management role for each test.</li> </ul>	<p>The Service Provider must:</p> <ul style="list-style-type: none"> <li>a) Clearly and in detail describe their ability to render the required service in order to meet the requirements;</li> <li>b) Provide detailed CV's of the individual(s) that would be executing the penetration tests. The CV's must include copies of the relevant certificates; and</li> <li>c) Describe the project schedule, activities, and timeline that would be followed for each test.</li> </ul>

	<p>d) The intent of the test is to determine the impact that a successful cyber-attack would have on the GMA's information systems, its information and reputation.</p>	
<p>10.3.2</p>	<p>Penetration tests must be conducted annually inclusive of the following:</p> <ul style="list-style-type: none"> <li>a) One external penetration test targeting a maximum of 10 hosts, systems or applications (Grey Box test).</li> <li>b) One internal penetration test targeting a maximum of 10 systems or applications (Grey Box test).</li> <li>c) One 'real life' penetration test (Red Team Assessment) targeting systems, processes and people, using various hacking methods and techniques, including social engineering tactics, to simulate a 'real-life' hack scenario (Black Box test). The objective of this test will be to gain access to, and exfiltrate targeted information.</li> <li>d) One wireless network penetration test targeting 5 wireless networks. (Grey Box test).</li> <li>e) GMA reserves the right to replace one type of penetration test with another, e.g. replacing the external penetration test with another internal penetration or combining penetrations test for a larger scope penetration test.</li> </ul>	<p>The Service Provider must clearly and in detail describe:</p> <ul style="list-style-type: none"> <li>a) Their ability to meet the requirements;</li> <li>b) the methodology that will be followed to execute these test; and</li> <li>c) the testing standard and framework that is incorporated in the testing methodology.</li> </ul>



<p>10.3.3</p>	<p>A report must be produced after each test and must:</p> <ul style="list-style-type: none"> <li>A) Be signed by a duly authorized person;</li> <li>B) Be presented to, and discussed with GMA by the analyst(s) who conducted the test within two weeks of the test being completed. This must include discussing the detail findings and providing advise on how to remediate the findings (note that this may not be deducted from the advisory services hours);</li> <li>c) Be provided to GMA in PDF soft copy;</li> <li>d) Include a table of the findings and remediation recommendations in an editable Microsoft Excel Workbook soft copy;</li> <li>E) The report must align to audit and compliance standards and include the following elements as a minimum:             <ul style="list-style-type: none"> <li>I. Detailed description of each finding with appropriate remedial actions required to address the issues and concerns;</li> <li>ii. Root cause of each findings;</li> <li>iii. Vulnerability severity levels of each finding;</li> <li>iv. Impact and risk analysis of each finding;</li> <li>v. Impact, or potential impact of each finding on the overall business wide security posture;</li> <li>vi. Industry standard against which the finding is raised;</li> <li>and</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>a) The Service Provider must clearly and in detail describe how their managed vulnerability scan service will meet these requirements.</li> <li>b) A sample report that clearly illustrates the compliance to all the requirements must be submitted with the proposal.</li> </ul>
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	vii. Detail month on month tracking of findings from previous months.	
<b>10.4</b>	<b>Advisory Services</b>	
10.4.1	<p>The Service Provider must provide cyber-security advisory services which must include:</p> <ul style="list-style-type: none"> <li>a) Provision of 360 hours for the contract duration, usable on an ad-hoc basis;</li> <li>b) Assessing security configuration settings / changes on ICT systems, hosts and applications through ad-hoc testing (mini penetration test);</li> <li>c) Quarterly meetings to discuss cyber-security threat landscape and other related matters.</li> </ul> <p>Advisory services must be delivered by senior analysts.</p>	<p>The Service Provider must:</p> <ul style="list-style-type: none"> <li>a) Clearly and in detail describe their ability to render the required service in order to meet the requirements;</li> <li>b) Provide detailed CV's of the individual(s) that would be delivering the cyber-security advisory services.</li> </ul>

**11. BID EVALUATION**

Requirements are divided into various sections. Each section has an allocated score which adds up to 100.

All requirements will be scored individually as indicated in the table below. Service Providers must ensure that adequate evidence or information (or both), is provided in order for the evaluation panel to be able to score each functional requirement. Failure to do so may result in low or no scores being awarded to that functional requirement.

The minimum functional requirements threshold, is 75 points. Only bids meeting the minimum threshold will be considered for price evaluation.

REQUIREMENT	Points Allocated
Company track record and past experience as per 10.1	20
Managed vulnerability scan service as per 10.2	25
Penetration testing as per 10.3	35
Cyber-security advisory services as per 10.4	20

**12. COSTING INSTRUCTION**

12.1. Service Providers are required to return their proposal inclusive of a pricing schedule breakdown as per the table below.

Pricing Schedule for Cyber-Security Partner Tender						
	Billing schedule	Hourly		Monthly	Annually	Total Cost (3 years)
		Hourly Rate	Number of Hours			
Managed vulnerability scan service	Monthly					
Internal penetration test	Annually upon completion of test, and acceptance of report					
External penetration test						
'Real life' penetration test						
Wireless assessment						
Cyber-security advisory services	Per month in arrears based on hours used		360			
<b>Total Contract Cost</b>						

12.2. Costs must be fixed for a three year term.

12.3. Costs must be divided into the following sections:

- **Managed vulnerability scan service**, billable monthly in arrears, after acceptance of report;
- **Internal penetration test**, billable annually upon completion of test, and acceptance of report.
- **External penetration test**, billable annually upon completion of test, and acceptance of report.
- **'Real life' penetration test**, billable annually upon completion of test, and acceptance of report.
- **Wireless assessment**, billable annually upon completion of test, and acceptance of report.
- **Cyber-security advisory services**, billable per month in arrears based on hours used during the month.

**13. CONFIDENTIAL AND ASSURANCE INFORMATION**

The Service Provider acknowledges and/or undertakes the following:

- 13.1. Through participation in this RfP, the Service Provider shall have access to confidential information that includes information with regards to GMA ICT infrastructure and systems.
- 13.2. The Service Provider undertakes to maintain the strictest confidentiality for:
  - i. all information that may be disclosed during the RfP process, whether such information is oral or written, recorded or stored by electronic, magnetic, electro-magnetic or other form or process, or otherwise in a machine readable form, translated from the original form, recompiled, made into a compilation, wholly or partially copied, modified, updated or otherwise altered, originated or obtained by, or coming into the possession, custody or knowledge of either party.

## RFP - PART C:

### BIDDERS DECLARATION

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

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

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

<p><b>ALTERNATIVE TENDER</b></p>	<p><i>Word limit – [500] words</i></p>
<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>	
<p><b>CONFLICT OF INTEREST</b></p>	
<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>	<p><i>Complete as attached in SBD 4</i></p>

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

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

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

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

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

Contact National Treasury for further clarity on the process:

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

Telephone: 012 315 5509

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

- CSD Supplier Number
- CSD Unique RRN



**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](http://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](http://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.

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**SBD 3.1**

**PRICING SCHEDULE**

Name of Bidder: .....	Ref Number: GMA/010/17
Closing Time: 11H00 AM	Closing Date 07 March 2018

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

Bidders are required to submit a separate detailed price proposal.

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

Dear Sir/Madam

After having carefully read through and examined this RFP Reference Number GMA/010/17 in its entirety together with all the provisions contained in each section of the RFP document,

We hereby offer to conduct cyber-security assessments and advisory services for a period of three (3) years as detailed in Terms of Reference section of the REQUEST FOR PROPOSAL document:

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

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

We confirm that this price covers all costs associated with conducting cyber-security assessments and advisory services for a period of three (3) years as per the requirements in the TOR.

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

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

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

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

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

**PRICE DECLARATION  
(MANDATORY INFORMATION)**

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

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

<b>NAME OF BIDDER</b>	
<b>IDENTITY NUMBER</b>	
<b>POSITION</b>	
<b>SIGNATURE OF AUTHORISED SIGNATORY</b>	

**DECLARATION OF INTEREST**

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

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

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

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

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

2.2 Identity Number:.....

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

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

2.5 Tax Reference Number:  
.....

2.6 VAT Registration Number:  
.....

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

2.7 Are you or any person connected with the bidder

**YES/NO**

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

**YES/NO**

2.7.1 If so, furnish the following particulars:

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

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

.....

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

Any other particulars:

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

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

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

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

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

.....  
.....

.....

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members

or their spouses conduct business with the state in the previous 12 months **YES/NO**

2.8.1 If so, furnish particulars:

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

2.9 Do you, or any person connected with the bidder, have

**YES/NO**

any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid?

2.9.1 If so, furnish particulars.

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

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?

**YES/NO**

2.10.1 If so, furnish particulars.

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

2.11 Do you or any of the directors / trustees / shareholders / members **YES/NO**

of the company have any interest in any other related companies whether or not they are bidding for this contract?

2.11.1 If so, furnish particulars:

.....  
.....

.....

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

<b>Full Name</b>	<b>Identity Number</b>	<b>Personal Income Tax Reference Number</b>	<b>State Employee Number / PERSAL Number</b>



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

**SBD 6.1**

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

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

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

**1. GENERAL CONDITIONS**

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

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

- 1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to

preferences, in any manner required by the purchaser.

## 2. DEFINITIONS

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

## 3. POINTS AWARDED FOR PRICE

### 3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

**80/20**

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

Where

$P_s$  = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

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

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

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

**5. BID DECLARATION**

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

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

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

**7. SUB-CONTRACTING**

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

**(Tick applicable box)**

YES	NO
-----	----

7.1.1 If yes, indicate:

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

**(Tick applicable box)**

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

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

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

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

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

- Company
  - (Pty) Limited
- [TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

8.6 COMPANY CLASSIFICATION

- Manufacturer
  - Supplier
  - Professional service provider
  - Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

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

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the bidder or contractor, its shareholders and

directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

- (e) forward the matter for criminal prosecution.

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

**SBD 8**

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

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

NO.	QUESTION	YES	NO
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?  (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).  <b>The Database of Restricted Suppliers now resides on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b>	Yes  <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)?  <b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b>		



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:		

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

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

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

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

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

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

I, the undersigned, in submitting the accompanying bid:

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

In response to the invitation for the bid made by:

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

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

I certify, on behalf of: \_\_\_\_\_

that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorised by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorised by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organisation, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

- (a) prices;
- (b) geographical area where product or service will be rendered (market allocation);
- (c) methods, factors or formulas used to calculate prices;
- (d) the intention or decision to submit or not to submit, a bid;
- (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
- (f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

**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 OSHA 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.

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

## CHECKLIST

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

ITEM	DESCRIPTION	YES	NO
1.	Is your Bidders Response completed in full and signed?		
2.	Have you submitted all relevant annexure/s duly completed and additional information required?		
3.	SBD 2 (Tax Clearance Certificate)		
4.	SBD 3.1 (Pricing Schedule)		
5.	SBD 3.2 (Price Declaration)		
6.	SBD 4 (Declaration of Interest)		
7.	SBD 6.1 (B-BBEE Certificate)		
8.	SBD 8 (Declaration of Bidder's past supply chain management practices)		
9.	SBD 9 (Certificate of Independent Bid Determination)		
10.	SHE (Safety , Health and Environment)		
11.	Original bank details – either a cancelled cheque or letter from the bank		
12.	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)		
13.	Proof CSD registration		
14.	Did you submit one (1) original and three (3) hard copies of the Bidders Response?		
15.	Did you submit an electronic copy of the Bidders Response		
16.	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		
	<b>Tick to indicate that the information is included</b>		