

## **REQUEST FOR TENDER**

**RFT REFERENCE NO: GMA/004/12**

### **TRANSFER OF THE GAUTRAIN RAPID RAIL SYSTEM TO THE GAUTRAIN MANAGEMENT AGENCY “GMA” INCLUDING COMPONENTISATION OF THE GAUTRAIN RAPID RAIL SYSTEM ASSETS .**

The GMA seeks a service provider to:

Perform consulting services regarding the transfer of the Gautrain Rapid System to the GMA (including Componentisation of the system assets) so as to ensure that the assets are correctly accounted for in the accounting records of the GMA, taking all relevant legislation, accounting standards and guidance into account;

*and*

Establish a Fixed Asset Register to be handed to the GMA on completion of the tender;

*and*

Provide a detailed specification for an Asset Management Software System (Accounting package) to be utilised by the GMA in maintaining their Fixed Asset Register.

**CLOSING DATE:**

**3 September 2012**

**CLOSING TIME:**

**11H00**

**CONTENTS**

**GAUTRAIN MANAGEMENT AGENCY – REQUEST FOR TENDER  
TRANSFER OF GAUTRAIN RAPID RAIL SYSTEM TO GMA**

	Page
Acronyms.....	4
Definitions.....	4
Interpretations.....	6
 RFT PART A	
Introduction.....	6
RFT Objectives.....	7
RFT Requirements and Process	
RFT reference number.....	9
Project Manager.....	9
Project Sponsor.....	9
Indicative timetable.....	9
Submission of tenders.....	10
Rules governing this RFT and the Tendering Process	
Application of rules.....	10
Request for Tender	
Status.....	12
Accuracy.....	12
Additions and amendments to RFT.....	12
Representations.....	13
Confidentiality.....	13
Communication during the tender process	
Requests for clarification and further information.....	13
Unauthorised communications.....	14
Improper assistance, fraud and corruption.....	14
Anti-competitive conduct.....	14
Complaints about the tendering process.....	15
Conflict of interest.....	15
Late Tenders.....	16
Tender documents	
Bidder’s Responsibilities.....	16
Preparation of tenders.....	17
Illegible content, alterations and erasures.....	18
Obligation to notify errors.....	18
Responsibility for tendering costs.....	19
Disclosure of tender contents and tender information.....	19
Use of tenders.....	19

Period of validity.....	20
Status of tender.....	20
Tender Response	
Compliance with Specification.....	21
General.....	22
Alternative tender.....	22
Innovative Solutions.....	23
Contract Disclosure Requirements	
Disclosure of information.....	23
Trade secrets.....	23
Unreasonable disadvantage.....	24
Evaluation of tenders	
Evaluation process.....	24
Evaluation criteria format.....	25
90/10 preference point scoring.....	27
Clarification of tenders.....	27
Discussion with bidder’s.....	27
Best and final offers.....	28
Successful Tenders	
No legally binding contract.....	28
Pre-contractual negotiations.....	29
No obligation to enter into contract.....	29
Additional Rules.....	29
Bidder Warranties.....	29
GMA’s Rights.....	30
Governing Laws.....	30
Inconsistency.....	31
RFT PART B – TENDER SPECIFICATION.....	32
RFT PART C – BIDDER’S DECLARATION AND RESPONSE.....	40
ANNEXURE A Tax Clearance Certificate Requirements/Financial Viability/Risk and Professional Indemnity.....	45
ANNEXURE B Pricing Schedule.....	47
ANNEXURE C Pricing Declaration.....	49
ANNEXURE D Declaration of Interest.....	51
ANNEXURE E Preferential Points Claim Form.....	56
ANNEXURE F Contract form: Rendering of Services.....	66
ANNEXURE G Declaration of Bidder’s Past SCM practices.....	68
ANNEXURE H Certificate of Independent Bid Determination.....	71
CHECKLIST .....	73

## LIST OF ACRONYMS

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

## DEFINITIONS

In this Request for Tender, 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 Tender, containing an offer to provide goods, works or services in accordance with the Specification as provided in RFT Part B.

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

**Evaluation Criteria** means the criteria set out under the clause “Evaluation Criteria Format” of this RFT Part A.

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

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

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

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

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

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

**Request for Tender** or **RFT** means this document (comprising each of the parts identified under RFT 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 RFT Part B.

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

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

**Statement of Compliance** means the statement forming part of a Tender indicating the Bidder’s 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 Tender and concluding upon formal announcement by the GMA of the selection of a successful Bidder’s or upon the earlier termination of the process.

**Bidder’s Website** means the website administered by GMA located at [www.gautrain.co.za](http://www.gautrain.co.za)

## **INTERPRETATIONS**

In this RFT, 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.

## **RFT - PART A:**

### **INTRODUCTION**

1. The Gautrain Management Agency (GMA) is a PFMA Schedule 3(C) listed provincial public entity which has been established in terms of the GMA Act No. 5 of 2006. The GMA is substantially funded from the Provincial Revenue Fund in order to carry out the following strategic objectives:
  - To assist the Province of Gauteng in implementing the Gautrain Rapid Rail Link Project and achieving the project objectives;
  - to manage the project on behalf of the Gauteng Provincial Government;
  - to act on behalf of the Province of Gauteng in managing the relationship between the Province and the Concessionaire (Public Private Partnership) in terms of the Concession Agreement and ensuring that the interests of the Province are protected.

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

2. The GMA is inviting responses to this Request for Tender (reference number GMA/004/12) in order to appoint a suitably qualified and experienced service provider to deliver services to the GMA as specified in this RFT PART B – Specification.
3. The term of the contract shall commence from the date to be agreed by GMA and the successful bidder and shall endure indefinitely until termination by either party, subject to the terms and conditions as agreed in the service agreement.

4. The appointment of a successful service provider is subject to the conclusion of a service agreement between the GMA and the service provider.

## **RFT OBJECTIVES**

5. The GMA is seeking responses to this RFT for the successful service provider to provide consulting services for the transfer of the assets of the Gautrain Rapid Rail System to the GMA.
6. The service provider will formulate a proposal to the GMA indicating how the requirements of the GMA may be addressed or surpassed by the solution proposed by the service provider, as well as the costing for various components of the proposal. The following services are required to be performed for the GMA:

Perform consulting services regarding the transfer of the Gautrain Rapid Rail System to the GMA (including Componentisation of the system assets) so as to ensure that the assets are correctly accounted for in the accounting records of the GMA, taking all relevant legislation, accounting standards and guidance into account;

*and*

Establish a Fixed Asset Register to be handed to the GMA on completion of the tender;

*and*

Provide a detailed specification for an Asset Management Software System (Accounting package) to be utilised by the GMA in maintaining their Fixed Asset Register.

7. To achieve this, the service provider will work under the direction of the CFO and the designated Project Manager and will:
  - Prepare progress reports for the submission to the GMA Audit and Risk Committee, the GMA Board and the Gautrain Asset Transfer Steering Committee;
  - prepare the methodology and related working papers; and
  - ensure the appropriate transfer of knowledge and skill to the GMA Asset Management Unit.
8. In issuing this RFT, the GMA seeks to identify a service provider who is able to:
  - Provide the services required by the GMA in the manner set out in the Specification;

- demonstrate a commitment and ability to working in collaboration with the GMA over the term of the service agreement;
- continuously seek improvements in cost competitiveness, value, efficiency, productivity and service level quality in the provision of the services for the mutual benefit of the GMA and the Bidder.



**RFT REFERENCE NUMBER**

9. GMA/004/12.

**PROJECT MANAGER**

Contact name	Mrs. Tasneem Yusuf
Designation	Senior Financial Consultant
General switchboard number	011 – 997 8900
Physical address	22 Milky Way Avenue, Linbro Business Park, Marlboro, 2090
E-mail address	<a href="mailto:tenderenquiries@gautrainpo.co.za">tenderenquiries@gautrainpo.co.za</a>

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

**PROJECT SPONSOR**

Contact name	Mr. William Dachs
Designation	Senior Executive Manager: Technical

**PROJECT TIMETABLE**

<b>ACTIVITY</b>	<b>DATE</b>
Advertisement of RFT	10 August 2012
Issue of RFT document	10 August 2012
Compulsory Supplier briefing	17 August 2012
Closing date for tender enquiries	27 August 2012
<b>Closing Time</b>	<b>11 am, 3 September 2012</b>
Intended completion of evaluation of tenders	10 September 2012
Intended formal notification of successful Bidder's	18 September 2012
Intended execution of proposed Contract(s)	21 September 2012
Intended commencement date	28 September 2012

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

*\*Bidder's who do not attend the Compulsory Supplier Briefing will not be considered for further evaluation.*

## SUBMISSION OF TENDERS

### Hardcopy Submission

Physical Address of Tender Box	22 Milky Way Avenue, Linbro Business Park, Marlboro
Hours of access to Tender Box	24 hour access
Information to be marked on package containing Tender	Gautrain Management Agency SCM Unit RFT Ref. No. GMA 004/12 Name of Bidder

### Electronic Submission

E-mail Address	<a href="mailto:tenders@gautrainpo.co.za">tenders@gautrainpo.co.za</a>
Access restrictions	Mailbox will expire at 11H00, 3 September 2012

10. Bidder's are to provide one (1) original and three (3) hard copies of the Bidder's Response.
11. Bidder's must include an electronic copy of the Bidder's Response in PDF or Microsoft Office 2007 format in the hardcopy submission. All responses must be submitted in a sealed envelope in accordance with the conditions of Tendering and on the official forms included in this document.
12. All responses must be provided within the specified boxes and word limits. All documents must be virus checked by the Bidder before lodgement. In this case of inconsistency between the electronic and hardcopy submissions, the hardcopy submission will prevail.

## RULES GOVERNING THIS RFT AND THE TENDERING PROCESS

### APPLICATION OF RULES

13. Participation in the tender process is subject to compliance with the rules contained in this RFT Part A.
14. All persons (whether or not a Participant in this tender process) having obtained or received this RFT may only use it, and the information contained therein, in compliance with the rules contained in this RFT Part A.

15. All Bidder's are deemed to accept the rules contained in this RFT Part A.

16. The rules contained in this RFT Part A apply to:

- a. The RFT and any other information given, received or made available in connection with this RFT, and any revisions or annexure;
- b. the Tendering Process; and
- c. any communications (including any briefings, presentations, meetings and negotiations) relating to the RFT or the Tendering Process.

## **REQUEST FOR TENDER**

### **STATUS OF REQUEST FOR TENDER**

17. This RFT is an invitation for person(s) to submit a proposal for the provision of the services as set out in the Specification contained in this RFT Part B. Accordingly, this RFT 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.
18. 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 TENDER**

19. Whilst all due care has been taken in connection with the preparation of this RFT, the GMA makes no representations or warranties that the content in this RFT or any information communicated to or provided to Bidder's 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.
20. If a Bidder finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this RFT or any other information provided by the GMA (other than minor clerical matters), the Bidder must promptly notify the Agency in writing of such discrepancy, ambiguity, error or inconsistency in order to afford the GMA an opportunity to consider what corrective action is necessary (if any).
21. Any actual discrepancy, ambiguity, error or inconsistency in this RFT or any other information provided by the GMA will, if possible, be corrected and provided to all Bidder's without attribution to the Bidder who provided the written notice.

### **ADDITIONS AND AMENDMENTS TO THE RFT**

22. The GMA reserves the right to change any information in, or to issue any addendum to this RFT 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.
23. If the GMA exercises its right to change information in terms of clause 22, it may seek amended Tenders from all Bidder's.

## **REPRESENTATIONS**

24. No representations made by or on behalf of the GMA in relation to this RFT 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**

25. All persons (including all Bidder's) obtaining or receiving this RFT and any other information in connection with this RFT or the Tendering Process must keep the contents of the RFT 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 RFT.

## **COMMUNICATIONS DURING THE TENDERING PROCESS**

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

26. All communications relating to this RFT and the Tendering Process must be directed to the Project Manager.
27. All questions or requests for further information or clarification of this RFT or any other document issued in connection with the Tendering Process must be submitted to the Project Manager in writing, and most preferably by e-mail.
28. Any communication by a Bidder to the GMA will be effective upon receipt by the Project Manager (provided such communication is in the required format).
29. 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.
30. 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 Bidder's by e-mail, as well as on the GMA's website without identifying the person or organisation which submitted the question.
31. 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 Project Manager).

32. A Bidder may, by notifying the Project Manager 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 Bidder's.

### **UNAUTHORISED COMMUNICATIONS**

33. Communications (including promotional or advertising activities) with staff of the GMA or advisors assisting with the Tendering Process are not permitted during the Tendering Process except as provided in clause 26 above, or otherwise with the prior consent of the Project Manager. Nothing in this clause 33, is intended to prevent communications with staff of, or advisors of the GMA to the extent that such communications do not relate to this RFT or the Tendering Process.
34. Bidder's 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**

35. Bidder's may not seek or obtain the assistance of employees, contractors or advisor's of the GMA in the preparation of their tender responses.
36. The GMA may in its absolute discretion, immediately disqualify a Bidder that it believes has sought or obtained such improper assistance.
37. Bidder's are to be familiar with the implications of contravening the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004 and any other relevant legislation.

### **ANTI-COMPETITIVE CONDUCT**

38. Bidder's 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.

39. 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.
40. 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**

41. Any complaint about the RFT or the Tendering Process must be submitted to the Project Manager in writing, (preferably by email), immediately upon the cause of the complaint arising or becoming known to the Bidder.
42. 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.
43. 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**

44. 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 Bidder's interests during the Tender Process.
45. The Bidder's Response in this RFT 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 RFT.
46. 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.

47. 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**

48. Tenders must be lodged by the Closing Time. The Closing Time may be extended by the GMA in its absolute discretion by providing written notice to Bidder's.
49. Tenders lodged after the Closing Time or lodged at a location or in a manner that is contrary to that specified in this RFT will be disqualified from the Tendering Process and will be ineligible for consideration. However, a late Tender may be accepted where the Bidder can clearly demonstrate (to the satisfaction of the GMA) that late lodgement of the Tender was caused by a system interruption in case of the e-Tender system or that access was denied or hindered in relation to the physical tender box or that a major/critical incident hindered the delivery of their tender documents and, in either case, that the integrity of the Tendering Process will not be compromised by accepting a Tender after the Closing Time.
50. The determination of the GMA as to the actual time that a Tender is lodged is final. Subject to clause 49, all Tenders lodged after the Closing Time will be recorded by the GMA and will only be opened for the purposes of identifying a business name and address of the 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**

### **BIDDER'S' RESPONSIBILITIES**

51. Bidder's are responsible for:
- a. Examining this RFT and any documents referenced or attached to this RFT and any other information made or to be made available by the GMA to Bidder's in connection with this RFT;
  - b. fully informing themselves in relation to all matters arising from this RFT, 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 RFT, and fully considering and incorporating the impact of any known and unknown risks into their Tender; and
- 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; and
- f. submitting an Original Valid Tax Clearance Certificate; and
- g. completing the section on "Financial Viability" of the bidder; and
- h. submitting proof of Risk and Professional Indemnity insurance.

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

## **PREPARATION OF TENDERS**

52. Bidder's must ensure that:

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

*Note to Bidder's: The GMA may in its absolute discretion reject a Tender that does not include the information requested or is not in the format required.*

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.

54. Word limits and page limits where specified should be observed and documented by the bidder on the "Compliance with Specification" pages under Part C of this RFT. The GMA reserves its right to disregard any parts of the Tender that significantly exceed the specified word limitations.

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

55. Incomplete Tenders may be disqualified or evaluated solely on information contained in the Tender.
56. 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.
57. The GMA may permit a Bidder to correct an unintentional error in their Tender where that error becomes known or apparent after the Closing Time, but in no event will any correction be permitted if the GMA reasonably considers that the correction would materially alter the substance of the Bidder's Tender.

### **OBLIGATION TO NOTIFY ERRORS**

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

## **RESPONSIBILITY FOR TENDERING COSTS**

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

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

61. 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 Bidder's required to be disclosed as per National Treasury Regulations, Guidelines, Instruction Notes or Practice Notes.

## **USE OF TENDERS**

62. Upon submission in accordance with the requirements of submission of Tenders, all Tenders submitted become the property of the GMA. Bidder's will retain all ownership rights in any intellectual property contained in the Tender.
63. 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.

64. 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 bidder's that submitted bids in relation to this RFT within 10 (Ten) working days after the closure of the bid, 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, preference points claimed, the contract number and description of the contract awarded.

### **PERIOD OF VALIDITY**

65. 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**

66. 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 RFT Part B.
67. 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.
68. 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).

69. 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 RFT Part A.

## TENDER RESPONSE

### COMPLIANCE WITH SPECIFICATION

70. Under Part C of this RFT, a Bidder must submit a tabulated statement showing its level of compliance to the Specification contained in this RFT Part B.
71. In particular, Bidder's 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.
72. No response is required in respect of a particular section of the Specification where Bidder's will comply with the Specification. Only sections that Bidder's have not complied with, or will only comply with subject to conditions, should be noted in the tabulated statement.
73. The GMA is prepared to contemplate minor variations or departures from the Specification proposed by Bidder's.
74. However, Bidder's 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 Bidder's: The GMA will assume that a Bidder's 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 Bidder's Response being disregarded.*

75. For the purposes of clauses 69 and 70:
- **Yes/Complies** means that in all respects the Bidder's 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 Bidder's Response.

## **GENERAL**

76. Indefinite responses such as "noted", "to be discussed" or "to be negotiated" are not acceptable.
77. 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 Bidder's usual operating conditions.
78. An incomplete Tender may be disqualified or assessed solely on the information completed or received with the Tender.

## **ALTERNATIVE TENDER**

79. A Bidder may submit an alternative proposal. An alternative proposal will only be accepted if:
- a. The Bidder also provides a conforming Bidder's Response; and
  - b. the alternative proposal is clearly identified as an "Alternative Tender".
80. 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 RFT Part B.

## **INNOVATIVE SOLUTIONS**

81. Bidder's 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.
82. 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.
83. Any such options or solutions will be considered by the GMA on a "commercial in confidence" basis if so requested by the Bidder.
84. Where a Bidder submits an offer which meets the requirements of this RFT 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.
85. 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**

86. The Conditions of Tendering include a provision for the disclosure of contract information (refer to this RFT Part A dealing with "Use of Tenders").
87. 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**

88. In considering whether specific information should be categorised as a trade secret, Bidder's' should assess:

- a. The extent to which it is known outside of the Bidder's business;
- b. the extent to which it is known by the persons engaged in the Bidder's business;
- c. any measures taken to guard its secrecy;
- d. its value to the Bidder's business and to any competitors;
- e. the amount of money and effort invested in developing the information; and
- f. the ease or difficulty with which others may acquire or develop this information.

### **UNREASONABLE DISADVANTAGE**

89. In determining whether disclosure of specific information will expose a Bidder's business unreasonably to disadvantage, the following should be considered:

- a. Whether the information is generally available to competitors; and
- b. whether it could be disclosed without causing substantial harm to the competitive position of the business.

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

### **EVALUATION OF TENDERS**

#### **EVALUATION PROCESS**

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

91. Tenders will be evaluated against the Evaluation Criteria specified under the section "Evaluation Criteria Format".

92. Without limiting the GMA's rights in the RFT, the GMA may at any time during the Tendering Process choose to:

- a. Shortlist one or more Bidder's;
- b. commence or continue discussions with all or some Bidder's without short listing any Bidder's; or



- c. accept one or more of the Tenders.
93. 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.
94. Should the GMA choose to include a short listing stage in its evaluation process, the GMA is not, at any time, required to notify Bidder's or any other person or organisation interested in submitting a Tender.
95. A Bidder's 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 Bidder's is not to be taken as an indication that any particular Bidder's Response has not been successful.

### **EVALUATION CRITERIA FORMAT**

96. The evaluation criteria is weighted to reflect the importance of project requirements noted in the Specifications:
97. In evaluating Bidder's Responses, the GMA will have regard to:
- a. Specific evaluation criteria identified in the list below;
  - b. the overall value for money proposition presented in the Bidder's Response; and
  - c. particular weighting assigned to any or all of the evaluation criteria specified below.
98. For the purposes of this RFT clause 96, 'value for money' is a measurement of financial and non-financial factors, including:
- a. Quality levels; and
  - b. performance standards.
99. 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 RFT.

100. Administrative compliance will be determined in accordance with the conditions listed in this RFT.

101. The value of this bid is estimated to exceed R 1,000,000 and therefore the 90/10 preference point system shall apply.

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

<b>FUNCTIONALITY EVALUATION CRITERIA</b>	<b>MAXIMUM POINTS</b>
Compliance with specification (All Annexures and supporting documents completed and submitted & Pages 45-47 duly completed including word and page limits)	6
Proposal & Methodology	30
Project plan with Timeline and Milestones	15
Detailed Costing	3
Knowledge and Professional Experience related to assignments of a similar nature to this RFT specifically componentisation of Immovable Assets and the transfer of assets between entities in accordance with the PFMA	20
Qualifications and skills of assigned personnel with reference to this RFT, componentisation of Immovable Assets and the transfer of assets between entities in accordance with the PFMA	10
Quality control system for deliverables	5
Affiliation to or membership of professional bodies	3
Innovation and strategy	8
<b>TOTAL POINTS</b>	<b>100</b>

103. A minimum threshold for functionality of 85 (Eighty-five) points is required. Bids that do not meet this threshold will automatically be disqualified for further evaluation.

104. Thereafter, only the qualifying bids will be evaluated in terms of the 90/10 preference point system, where a maximum of 90 points are allocated for price only and a maximum of 10 points are allocated in respect of the level of B-BBEE contribution of the bidder.

**THE 90/10 PREFERENCE POINTS SYSTEM**

<b>EVALUATION CRITERIA</b>	<b>MAXIMUM POINTS</b>
Price	90
B-BBEE Status Level of Contributor	10
<b>TOTAL POINTS FOR PRICE AND B-BBEE MUST NOT EXCEED</b>	<b>100</b>

**PRICE EVALUATION**

105. Price points will be allocated based on how benefits are charged and on the fee structures proposed.

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

106. The preference points claimed by each bidder for attaining the B-BBEE Status Level of Contributor will be allocated to each qualifying bid when determining the total bid score under the preference points system. The points scored by a bidder in respect of the level of B-BBEE contribution contemplated in Annexure E, will be added to the points scored for price, calculated as described in Annexure E.

**CLARIFICATION OF TENDERS**

107. The GMA may seek clarification from and enter into discussions with any or all of the Bidder’s 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.

108. 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 RFT.

**DISCUSSION WITH BIDDER’S**

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

110. As part of this process, the GMA may request such Bidder’s to improve one or more aspects of their Tender, including any technical, financial, corporate or legal components.

111. In its absolute discretion, the GMA may invite some or all Bidder's 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.

112. The GMA is under no obligation to undertake discussions with, or to invite any presentations from Bidder's.

113. In addition to presentations and discussions, the GMA may request some or all Bidder's 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**

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

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

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

### **SUCCESSFUL TENDERS**

#### **NO LEGALLY BINDING CONTRACT**

117. 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**

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

119. A Bidder is bound by its Tender and all other documents forming part of the Bidder's 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**

120. The GMA is under no obligation to appoint a successful Bidder or Bidder's (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.

121. The GMA may conduct a debriefing session for all Bidder's (successful and unsuccessful). Attendance at such debriefing session is optional.

### **ADDITIONAL RULES**

122. It is a condition of the tendering process that Bidder's will be required to complete all the forms annexed to this RFT Part C.

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

### **BIDDER WARRANTIES**

124. 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 RFT;
- 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 RFT; 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**

125. Notwithstanding anything else in this RFT, 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 RFT or the Tendering Process;
- c. vary or extend any time or date specified in this RFT 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. negotiate with any one or more Bidder and allow any Bidder to alter its Tender;
- g. call for new Tenders;
- h. reject any Tender received after the Closing Time;
- i. reject any Tender that does not comply with the requirements of this RFT; or
- j. consider and accept or reject any alternative tender.

## **GOVERNING LAWS**

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

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

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

**INCONSISTENCY**

128 If there is any inconsistency between any parts of this RFT, a descending order of precedence must be accorded to:

- (a) the conditions of tendering in Part A and Part B of this RFT, and any annexure or attachments;
- (b) the Bidder's response in Part C of this RFT;
- (c) any other part of this RFT,

so that the provision in the higher ranked document, to the extent of the inconsistency, prevails.

# RFT - PART B:

## TENDER SPECIFICATION

### SCOPE OF SERVICES

#### Mandate

At the GMA Finance Committee Meeting (held during the third quarter 2011-2012 financial year) , it was noted that Provincial Treasury had urgently requested the transfer of the Gautrain Rapid Rail System to the GMA. It was however subsequently determined noted that the GMA could only proceed with the transfer once OCD2 was achieved thereby signalling an end to the Development Phase of the Gautrain Rapid Rail Project was completed.

OCD2 was achieved on 7 June 2012.

The last financial year that the Gauteng Department of Roads and Transport would show the assets in their books is 2012-2013.

The proposed date of transfer of the system assets of the Gautrain Rapid Rail Project is 1 April 2013.

### 1. Transfer of Assets of Gautrain Rapid Rail Project and Componentisation of Assets

#### 2. Background

##### 2.1. In terms of the Public Finance and Management Act (PFMA) Section 42 :

- When assets or liabilities of a department are transferred to another department, the accounting officer for the transferring department must -
  - ❖ Draw up an inventory of such assets and liabilities and;
  - ❖ provide the accounting authority of the receiving institution with substantiating records.



- Both the accounting authority (receiving) and the accounting officer (transferring) must sign the inventory when the transfer takes place.
- The accounting officer for the transferring department must file a copy of the signed inventory with the relevant treasury and the Auditor-General within 14 days of the transfer.

## **2.2. In terms of the Gautrain Management Agency Act (GMA) Section 31 :**

- Where the Province had a right debt, liability or obligation in respect of the asset transferred, the aforesaid is also transferred to the Agency on the date of asset transfer, if the MEC stipulates in writing that it is to be so transferred.

### **3. Objective**

The objective of the consulting service to be performed by the service provider is to ensure that the assets of the Gautrain Rapid Rail System are transferred to the GMA taking all relevant legislation into account as well as the appropriate accounting standards including but not limited to GRAP (Generally Recognised Accounting Practice). The accounting treatment regarding the transfer of the assets should be in accordance with the standards expected by the Auditor General which would result in no material findings in the Annual Report.

#### **3.1. Scope of work**

The scope is as specified by the GMA in the sections below. The proposal should cover the following areas and any other applicable standards and guidance that can be applied to the GMA in so far as is practical to do so :

- 3.1.1. GRAP 17 as issued by the Accounting Standards Board and applicable to Public Entities;
- 3.1.2. consideration of the Transitional Provisions for Public Entities - Directive 2 -;
- 3.1.3. consideration of the Local Government Capital Asset Management Guideline (LGCAMG) specifically with regards to Immovable Assets;
- 3.1.4. component Approach of Assets per relevant accounting standards and guidelines, including aspects of level of detail/cost-effectiveness/practicality-See Asset Categories in Point 4 as defined by the GMA that require componentisation; and
- 3.1.5. factors to be considered relating to the depreciation of the Gautrain Rapid Rail System bearing in mind that the assets are maintained by Bombela Operating Company (BOC), the Concessionaire, over the 15 year Concession Period. Some of the assets will be replaced as scheduled over the Concession term.

#### **4. Asset Register Categories that require Componentisation at 31 March 2012**

##### **4.1 Background**

At 31 March 2012, the total Gautrain System valued at historical cost was R29,2 billion of which Work-in-Progress was valued at approximately 26,06 billion.

These amounts are disclosed in the Annual Financial Statements of the Gauteng Department of Roads and Transport.

The Asset Register Categories at 31 March 2012 are as follows :

- Rolling Stock (Completed Assets)
- Buses (Completed Assets)
- Motor Fleet : Bus Operator (Completed Assets)
- Stations (WIP)
- Linear Works (WIP)
- Structures (WIP)
- Depots (WIP)
- Tunnels and Underground Stations (WIP)
- Telecoms (WIP)
- Track Work (WIP)
- Land costs

A list of the above Asset Register Categories will be handed over to the service provider upon engagement.

##### **4.2 Objective of Componentisation**

Where the above identified asset categories have two or more major components with substantially different useful lives, the assets should be treated as separate components and depreciated over the individual useful lives (as determined by the service provider in point 3.1.5). The objective is to ensure that the Gautrain System (Project Asset) is fairly reflected in the Statement of Financial Position and that the Statement of Financial Performance appropriately reflects the consumption of economic benefits inherent in those assets.

#### 4.2.1 Scope of work

Considerations regarding componentisation :

- 4.3.1 Considerable differences in the useful lives of items
- 4.3.2 Significant cost of items
- 4.3.3 Depreciation method adopted
- 4.3.4 Level of details of componentisation required
- 4.3.5 Cost effectiveness of detailed componentisation
- 4.3.6 Practicality of componentisation

#### 5. Fixed Asset Register

The service provider must establish a fixed asset register (in excel) to be handed to the GMA on completion of the tender, detailing as a minimum the following:

- Identification of assets and location – What and where are the assets and who does it serve?
- Accountability of assets – Who is accountable and how is it being safeguarded?
- Performance – What is its intended and actual level of service?
- Accounting – Valuation basis and depreciation parameters;
- Management and Risk; and
- Acquisition and disposal.

This requirement must be factored into the bidder's proposal and timeline.

#### 6. Asset Management Software System

The bidder must provide a **detailed specification** for an asset management software system (Accounting package) that can be utilised by the GMA as an accounting tool for all aspects of Asset Management. The specification will be used by the GMA to source quotes from the relevant service providers. The following information must be included in the specification submitted by the bidder:

- An overview of the Asset Management Software system and its objectives; and
- an overview and brief description of the underlying system (hardware/software) architecture; and
- recommended accounting package; and
- estimated cost of such an accounting system; and
- estimated training costs; and
- estimated duration of training; and
- processes involved in making back-ups of the system; and
- address the support offered by the software service provider and indicate whether there is a need for an SLA? And

- details of the permanent staff resources that would be required in the GMA's asset management department to manage the assets in the GMA's books going forward; and
- a summary of the cost-effectiveness and user-friendly aspects of the software.

**The software/hardware requirements that should be included in the detailed specification by the bidder as a minimum are :**

- ❖ Support Microsoft Windows Server 2008 64-bit (server); and
- ❖ support Microsoft Windows 7 64-bit (client workstation); and
- ❖ software and application requirements :
  - Server
  - Client workstation; and
- ❖ Hardware requirements :
  - Server
  - Client workstation
  - Network; and
- ❖ Licensing model, IE Perpetual, rental considerations; and
- ❖ Compatibility with the Asset software package (Maximo) currently being used by Bombela (Concessionaire)- (Refer to point 7.2 below).

## **7. Units To Be Consulted After The Appointment Of A Service Provider**

### **7.1 Technical Unit - GMA**

7.1.1 The appointed service provider will need to liaise closely with the GMA Technical Unit once appointed;

7.1.2 The Technical Unit was responsible for the high-level componentisation of the assets and hence is the most reliable source of information regarding the various asset categories as well as any further componentisation that needs to take place.

### **7.2 Bombela - Concessionaire**

7.2.1 The appointed service provider will need to assess the system currently used by the Concessionaire to control the assets of the Gautrain Rapid Rail System and determine if the same/similar system can be utilised for the GMA to maintain its Fixed Asset Register (Refer to point 6 above).

### **7.3 Gautrain Asset Transfer Steering Committee**

A steering committee will be set up by the GMA before the close of the tender (3 September 2012) to manage the process around the transfer of the Gautrain Rapid Rail Project.

The Committee will include amongst others :

CEO of GMA

Head of Technical GMA

A representative from Provincial Treasury

A representative from National Treasury

A Senior Representative from the Auditor General

Project Manager from the Appointed Service Provider

A Senior Representative from the External Auditors appointed

Project Manager for Asset Transfer GMA

Project Manager for Asset Transfer Technical GMA

The Steering Committee will meet on a weekly basis to determine the progress being made on the transfer of the assets and adherence to deadlines.

8. PROPOSED TIMELINE FOR THE PROJECT :

Please note that items in red are deliverables applicable to the successful service provider (SP)

<b>TRANSFER OF ASSETS DETAILED TIMELINE &amp; ACTION LIST</b>			
<b>Activity</b>	<b>Action</b>	<b>Deadline</b>	<b>Date (2012)</b>
Memo for approval of Tender GMA004/12 (Transfer of Assets) to be drawn up and signed by CEO (authorisation of all expenditure related to the Tender)	GMA	Friday	13 July
Finance committee meeting-Approval Project Plan for Transfer of Assets	GMA	Thursday	19 July
Obtain written stipulation from Provincial Treasury that System assets must be in GMA's books in 2013-14 financial year	GMA	Friday	20 July
Commence meetings with Accountant General, ASB, AG on approach regarding transfer and componentisation	GMA	Friday	20 July
Liaise with Bombela on asset information required for componentisation (variation notice)	GMA	Friday	20 July
RFT completion and input from Technical	GMA	Tuesday	31 July
BSC and sign-off of spec and RFT	GMA	Friday	3 Aug
Advertise Tender in Government Bulletin	GMA	Friday	10 Aug
Prepare and sign-off tender advert and book in publications	GMA	Monday	30 July
Issue and publication of RFT doc on website	GMA	Friday	10 Aug
Advertise Tender in weekly newspapers	GMA	Friday	10 Aug
Advertise Tender in Sunday newspapers	GMA	Sunday	12 Aug
Compulsory tender briefing session with prospective bidder's	GMA/Bidders'	Friday	17 Aug
Last date for tender enquiries from bidders'	GMA/Bidders'	Monday	27 Aug
Close of tender - Accounting Authority Approval	GMA	Friday	3 Sep
BEC Completion of Evaluation	GMA	Friday	10 Sep
BAC Completion of Adjudication	GMA	Friday	14 Sep
CEO approval of appointment	GMA	Monday	17 Sep
LOA and Contract	GMA	Monday	17 Sep
Appointment & Communication with SP	GMA	Tuesday	18 Sep

<b>TRANSFER OF ASSETS DETAILED TIMELINE &amp; ACTION LIST</b>			
<b>Activity</b>	<b>Action</b>	<b>Day</b>	<b>Date (2012/2013)</b>
<b>Service Provider Briefing</b>	<b>GMA/Service Provider</b>	<b>Wednesday</b>	<b>19 Sep</b>
<b>Service Provider - Full engagement</b>	<b>GMA/Service Provider</b>	<b>Friday</b>	<b>21-Sep</b>
Communication with the CFO of the DRT re: Project timeline and asset transfer	GMA	Friday	21 Sep
<b>Gautrain Asset Transfer Steering (GATS) Committee Meeting 1</b>	<b>SP</b>	<b>Friday</b>	<b>5 Oct</b>
<b>GATS Committee Meeting 2</b>	<b>SP</b>	<b>Friday</b>	<b>12 Oct</b>
<b>GATS Committee Meeting 3</b>	<b>SP</b>	<b>Friday</b>	<b>19 Oct</b>
<b>GATS Committee Meeting 4</b>	<b>SP</b>	<b>Friday</b>	<b>26 Oct</b>
<b>GATS Committee Meeting 5</b>	<b>SP</b>	<b>Friday</b>	<b>2 Nov</b>
<b>GATS Committee Meeting 6</b>	<b>SP</b>	<b>Friday</b>	<b>9 Nov</b>
<b>GATS Committee Meeting 7</b>	<b>SP</b>	<b>Friday</b>	<b>16 Nov</b>
<b>GATS Committee Meeting 8</b>	<b>SP</b>	<b>Friday</b>	<b>23 Nov</b>
<b>Final Report from Service Provider with regards to tender specifications</b>	<b>SP</b>	<b>Friday</b>	<b>23 Nov</b>
Purchase of Asset Management Software + Training of users	GMA	Tuesday	7 Jan 13
Estimated time for training to be completed	GMA	Monday	7 Feb 13
Gazette Notice as issued by the MEC	GMA/MEC	Friday	1 Mar 13
Completed Final Asset List to be signed by DRT & GMA (Section 42 PFMA)	GMA/DRT REP	Monday	1 Apr 2013
Transfer of Assets - Recording of transfer in books	GMA/DRT	Monday	1 Apr 2013
Filing copy of Final Asset List with AG within 14 days of transfer (DRT)	DRT	Monday	8 Apr 2013

\*Allowances by the appointed service provider is required after engagement for the Interim Audit that will be performed by the AG in respect of the works/services rendered by the appointed service provider.\*

\*The appointed service provider may be required to provide clarity to the AG on any issues that might arise before final signing of the Annual Financial Statements\*

# RFT - PART C:

## BIDDER'S DECLARATION

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

<b>BIDDER'S 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 RFT.</p> <p><input type="checkbox"/> I have supplied all the required information, and all the information submitted as part of the RFT is true and correct.</p>	
<b>NAME OF THE BIDDER</b>	
<b>IDENTITY NUMBER</b>	
<b>POSITION</b>	
<b>AUTHORISED SIGNATORY</b>	



<b>BIDDER'S RESPONSE</b>				
FULL NAME				
POSTAL ADDRESS				
PHYSICAL ADDRESS				
ENTITY REGISTRATION NUMBER				
VAT REGISTRATION NUMBER				
CONTACT PERSON'S FULL NAME				
TELEPHONE NUMBER 1	CODE		NUMBER	
TELEPHONE NUMBER 2	CODE		NUMBER	
FACSIMILE NUMBER	CODE		NUMBER	
CELLULAR PHONE NUMBER				
E-MAIL ADDRESS				
TAX CLEARANCE CERTIFICATE	YES		NO	
FULL NAME OF AUTHORISED AGENT				
TITLE OF AUTHORISED AGENT				
SIGNATURE OF AUTHORISED AGENT				

<b>DATE OF SIGNATURE</b>	
<b>TOTAL BID PRICE</b>	
<b>ALTERNATIVE TENDER</b>	<i>Word limit – [500] words</i>
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.	
<b>COMPLIANCE WITH SPECIFICATION (6 pts)</b>	
Please indicate whether you have complied with the specification and the provision of information as required in this RFT (including all documents required and completed Annexures)  Please insert the number of words/pages used per line item in this table	<i>Page limit – [1] page</i>
<b>PROPOSAL &amp; METHODOLOGY (30 pts)</b>	
Provide details of the methodology you propose to use to provide the Services according to the Specification.	<i>Page limit - [20] pages</i>
<b>PROJECT PLAN, TIMELINE, MILESTONES (15 pts)</b>	
Provide details of the proposed planning arrangements to be implemented in the provision of the Services, in particular the project cycle, timeline for the various phases within the cycle,	<i>Page limit – [5] pages</i>

milestones to be delivered and planning to meet deadlines.	
<b>COSTING (3 pts)</b>	
Pricing schedule Provide detailed costing schedule	<i>Complete as attached in Annexure B Page limit [1] page</i>
Provide details of any other cost associated with this contract	
<b>CAPABILITY:KNOWLEDGE &amp; PROFESSIONAL EXPERIENCE (20 pts)</b>	
Provide details of your organisation’s knowledge and professional experience in the industry as it applies to the required Services.	<i>Page limit – [1] page</i>
Detail previous work related to the requirements detailed in the Specification	<i>Page limit – [2] pages</i>
Detail current work related to the requirements detailed in the Specification	<i>Page limit – [1] page</i>
Briefly detail previous public sector experience in the past 3 years and reference the ways in which this relates to the requirements detailed in the Specification	<i>Page limit – 2] pages</i>
<b>SPECIFIC: QUALIFICATIONS &amp; SKILLS (10 pts)</b>	
Provide a brief curriculum vitae for each member of staff you are proposing for the work to deliver the Services including details of qualifications, experience and skills. Each member listed here must also be listed in the Annexure B - Pricing Schedule	<i>Page limit – [10] pages</i>
<b>QUALITY CONTROL SYSTEM FOR DELIVERABLES (5 pts)</b>	
Describe your organisation’s Quality Management System. To which standard are you accredited?	<i>Page limit – [1] page</i>
If you are not currently certified, are you in the	<i>Word limit – [50] words</i>

<p>process of achieving certification, and to which standard?</p>	
<p><b>AFFILIATION/MEMBERSHIP OF PROFESSIONAL BODIES (3 pts)</b></p>	
<p>List affiliation to or membership of all applicable professional bodies. Attach all relevant certificates .</p>	<p><i>Word limit – [250] words</i> <i>Page limit – [5] pages</i></p>
<p><b>INNOVATION AND STRATEGY (8 pts)</b></p>	
<p>Provide brief details of the innovative or unique component of your proposal, which for example, involves the use of leading technologies, innovative solutions, methodologies and best practice.</p>	<p><i>Page limit – [2] pages</i></p>
<p>What strategies will be used to ensure continuous and “value for money” improvements for the service?</p>	<p><i>Page limit – [2] pages</i></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 Annexure D</i></p>
<p>Outline the strategy and process for preventing conflicts of interest and to handle any future conflict of interest (actual or perceived).</p>	<p><i>Provide notes where applicable</i></p>
<p><b>ANY OTHER MATTER</b></p>	
<p>Detail any other matter which has not been covered in the previous sections, and which you believe needs to be considered in the evaluation of your Tender.</p>	

**ANNEXURE A**

**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 bidder's tax obligations.

- 1 In order to meet this requirement bidder's 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 bidder's / 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.

---

---

---

---

---

---

---

---

---

---

### **A3. RISK AND PROFESSIONAL INDEMNITY**

1. Provide details of all relevant insurances maintained by the Bidder, including risk management strategies applicable in the context of the supply of the Services - attach copy of the policy document detailing the following :

- Name of Insurer
- Policy Type (public liability, professional indemnity)
- Policy number(s)
- Expiry dates
- Limit of Liability
- Relevant exclusions

**PRICING SCHEDULE**

Name of Bidder: .....	Ref Number: GMA/004/12
Closing Time: 11H00 AM	Closing Date 03 September 2012

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

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY INCLUSIVE OF <u>VAT</u>
---------	-------------	---

1. The accompanying information must be used for the formulation of proposals.
2. Bidder's are required to indicate a ceiling price based on the total estimated cost for the provision of the services according to the specification including all expenses inclusive of VAT for the project.

R.....

**3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE**

PERSON AND POSITION	HOURLY RATE	DAILY RATE
-----	R -----	-----
-----	R -----	-----
-----	R -----	-----
-----	R -----	-----
-----	R -----	-----

**4. LIST PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, STAFF MEMBERS ALLOCATED TO EACH PHASE, RATE PER STAFF MEMBER, HOURS TO BE SPENT, AND TOTAL COST.**

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

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
----- -	.....	.....	R.....
----- -	.....	.....	R.....
	<b>TOTAL:</b>	<b>R.....</b>	

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

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
----- -	.....	.....	R.....
----- -	.....	.....	R.....
----- -	.....	.....	R.....
----- -	.....	.....	R.....
----- -	.....	.....	R.....
	<b>TOTAL:</b>	<b>R.....</b>	

6. Period required for commencement with project after acceptance of bid .....

7. Estimated amount of man-days for completion of project. ....

8. Are the rates quoted firm for the full period of contract ? .....

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



**PRICING DECLARATION**

Dear Sir/Madam

After having carefully read through and examined this RFT Reference Number GMA/004/12 in its entirety together with all the provisions contained in each section of the RFP document,

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

IN AMOUNTS:

R \_\_\_\_\_ (including VAT)

IN WORDS:

R \_\_\_\_\_ (including VAT)

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

We confirm that GMA will incur no additional costs whatsoever over and above this amount in connection with the provision of this service.

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 Tender.

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.

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

**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 favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the 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 any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES/NO**

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

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

2.10.1 If so, furnish particulars.  
.....  
.....  
.....

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

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

.....  
.....

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

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

## 4. DECLARATION

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

- CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 AND 3 ABOVE IS CORRECT.
  
- I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

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

**ANNEXURE E**

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

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

**NB: BEFORE COMPLETING THIS FORM, BIDDER'S MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011.**

**1. GENERAL CONDITIONS**

1.1 The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R1 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R1 000 000 (all applicable taxes included).

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

1.3 Preference points for this bid shall be awarded for:

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

1.4 Bidder's with annual total revenue of R5 million or less qualify as Exempted Micro Enterprises (EMEs) in terms of the Broad-Based Black Economic Empowerment Act, and must submit a certificate issued by a registered auditor, accounting officer or an accredited verification agency.

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



- 1.6 The submission of such certificates must comply with the requirements of instructions and guidelines issued by National Treasury and be in accordance with notices published by the Department of Trade and Industry in the Government Gazette.
- 1.7 The B-BEEE status level attained by the bidder shall be used to determine the number of points contemplated in section 5.1 below.
- 1.8 Failure on the part of a bidder to complete and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.9. The GMA reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the GMA.

## **2. DEFINITIONS**

- 2.1 **“All applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3 **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 **“Bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;

- 2.5 **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 **“Comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7 **“Consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- 2.8 **“Contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 **“EME”** means any enterprise with annual total revenue of R5 million or less;
- 2.10 **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 **“Functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 **“Non-firm prices”** means all prices other than “firm” prices;
- 2.13 **“Person”** includes a juristic person;
- 2.14 **“Rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15 **“Sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing,

another person to support such primary contractor in the execution of part of a project in terms of the contract;

2.16 **“Total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;

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

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

### **3. ADJUDICATION USING A POINT SYSTEM**

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

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

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

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

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

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

### **4. POINTS AWARDED FOR PRICE**

**4.1 THE 90/10 PREFERENCE POINT SYSTEM**

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

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

Where

- P<sub>s</sub> = Points scored for comparative price of bid under consideration
- P<sub>t</sub> = Comparative price of bid under consideration
- P<sub>min</sub> = Comparative price of lowest acceptable bid

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

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

5.2

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

- 5.3 Bidder's who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.
- 5.4 Bidder's other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.5 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.6 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.7 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.8 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.9 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

## **6. BID DECLARATION**

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

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

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

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

**8 SUB-CONTRACTING**

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

8.1.1 If yes, indicate:

- (i) what percentage of the contract will be subcontracted? .....%
- (ii) the name of the sub-contractor? .....
- (iii) the B-BBEE status level of the sub-contractor? .....
- (iv) whether the sub-contractor is an EME? YES / NO (delete which is not applicable)

**9 DECLARATION WITH REGARD TO COMPANY/FIRM**

9.1 Name of company/firm: .....

9.2 VAT registration number: .....

9.3 Company registration number: .....

9.4 TYPE OF COMPANY/ FIRM

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

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

9.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct;
- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

- (a) disqualify the person from the bidding process;

- (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution

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



ADDRESS	
---------	--

**CONTRACT FORM - RENDERING OF SERVICES**

**PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)**

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remains binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
  
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid;
    - Tax clearance certificate;
    - Pricing schedule(s);
    - Filled in task directive/proposal;
    - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
    - Declaration of interest;
    - Declaration of bidder's past SCM practices;
    - Certificate of Independent Bid Determination;
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
  
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
  
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
  
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

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

**ANNEXURE G**

**DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

- 1 This declaration is used by GMA in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
  
- 2 The bid of any 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	<p>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?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p><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></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		

4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p>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.</p>		
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?		
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?		
4.4.1	If so, furnish particulars:		

**CERTIFICATION**

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

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

NAME OF THE BIDDER	
POSITION	
AUTHORISED SIGNATORY	

<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>	

**CHECKLIST**

Bidder’s are to use this checklist to ensure that the bid documentation is complete for administrative compliance. 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 Bidder’s Response completed in full and signed?		
2.	Have you submitted all attachments and additional information required?		
3.	Annexure A (part A1/A2/A3)		
4.	Annexure B		
5.	Annexure C		
6.	Annexure D		
7.	Annexure E		
8.	Annexure F		
9.	Annexure G		
10.	Annexure H		
11.	Did you submit <b>one</b> (1) original and <b>three</b> (3) hard copies of the Bidder’s Response?		
12.	Did you submit <b>an electronic copy</b> of the Bidder’s Response		
	<b>Tick to indicate that the information is included</b>		