

REQUEST FOR PROPOSAL

RFP REFERENCE No.: GMA/005/22

PROVISION OF PROBITY ADVISORY AND AUDIT SERVICES FOR THE PROCUREMENT OF GAUTRAIN POST 2026 CONCESSION

The GMA seeks:

to appoint suitably qualified and experienced service providers to provide probity advisory and audit services for the procurement of Gautrain Post 2026 Concession.

DATE OF ISSUE: 22 NOVEMBER 2022

VIRTUAL NON-COMPULSORY BRIEFING SESSION DATE: 29 NOVEMBER 2022 AT 11H00

CLOSING DATE FOR SUBMITTING QUESTIONS: 09 DECEMBER 2022

CLOSING DATE FOR TENDER SUBMISSION: 13 DECEMBER 2022

CLOSING TIME: 11H00

Request a virtual link to the briefing session by sending an email to: tenderenquiries@gautrain.co.za

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DEFINITIONS

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

Automated Tender System (ATS) means an electronic procurement (e-Procurement) web-based system that facilitates complete bidding process from the advertising of the requirement through to the award of contract. This includes the exchange of all relevant documents in electronic format.

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

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

Bidder means a person or organisation that submits a Bid

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

Draft Status means an incomplete tender submission by closing date and time

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

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

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

Member means an employee of the GMA.

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

Project means Provision of probity advisory and audit services for the procurement of Gautrain Post 2026 Concession.

Request for Proposal or **RFP** means this document (comprising each of the parts identified under RFP Part A, Part B, Part C and Part D) including all annexure and any other documents so designated by the GMA.

Services means the services required by the GMA, as specified in this RFP Part B.

Service Provider means successful bidder appointed and contracted by GMA.

Specification means any specification or terms of reference or description of the GMA's requirements contained in this RFP Part B.

State means the Republic of South Africa.

Statement of Compliance means the statement forming part of a Tender indicating the Bidders compliance with the Specification.

Submitted Status means a complete bidders' tender submission by closing date and time.

Tendering Process means the process commenced by the issuing of this Request for Proposal and concluding upon formal announcement by the GMA of the selection of a successful Bidder(s) or upon the earlier termination of the process.

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

INTERPRETATIONS

In this RFP, unless expressly provided otherwise:

A reference to:

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

RFP - PART A

INTRODUCTION

1. The Gautrain Management Agency (GMA) is a PFMA Schedule 3(C) listed provincial public entity which has been established in terms of the GMA Act No. 5 of 2006. The GMA is substantially funded from the Provincial Revenue Fund in order to carry out the following strategic objectives:
 - Assist the Gauteng Provincial Government (GPG) in implementing Gautrain and achieving the Project's objectives.
 - Act on behalf of GPG in managing the relationship between Province and the Concessionaire in terms of the Concession Agreement and ensure that the interests of Province are protected.
 - Enhance the integration of Gautrain with other transport services and Public Transport Plans.
 - Promote and maximise the Socio-Economic Development and B-BBEE objectives of the GPG in relation to Gautrain.
 - Liaise with and promote co-operation between government structures in all three spheres of Government in relation to Gautrain.
 - Liaise with persons having an interest in the project.
 - Manage assets relating to Gautrain and promote their preservation and maintenance.
 - Manage the finances of the Gautrain Project and the financial securities provided by the Concessionaire.
 - Monitor the policy and legislative environment of the Gautrain Project

2. The Bombela Concession Company (RF) (Pty) Ltd (BCC or the Concessionaire) entered into a Concession Agreement with the Gauteng Province (Province) for the design, partial finance, construction, operation, and maintenance of the Gautrain Rapid Rail Link until 27 March 2026. The Operations Commencement Date (OCD) 1 started on 08 June 2010 for the section between Sandton station and ORTIA station. Extended Phase (EP) 1 services commenced on 02 August 2011 between Hatfield and Rosebank stations. The Operations Commencement Date 2 services commenced on 07 June 2012 between Rosebank and Park stations, in so doing providing a complete service between Park and Hatfield stations. At the

end of the concession period, the Concessionaire shall transfer the Gautrain System to the GMA.

3. The GMA is inviting responses to this Request for Proposal (reference number GMA/005/22) in order to appoint suitably qualified and experienced service providers for probity advisory and audit services for the procurement of Gautrain Post 2026 Concession RFP PART B – Terms of Reference.
4. The appointment of the successful service providers is subject to conclusion of service level agreements between the GMA and the service providers.

RFP OBJECTIVES

5. The objective of the tender is to find suitably qualified and experienced service providers for probity advisory and audit services for Gautrain post 2026.

INDICATIVE PROJECT TIMETABLE

ACTIVITY	DATE
Issue of RFP	22 November 2022
Non-Compulsory Virtual Briefing Session Date and Time (request a virtual link to the briefing session by sending an email to: tenderenquiries@gautrain.co.za)	29 November 2022 at 11h00
Closing Date for submitting questions	09 December 2022
Closing Date and Time	13 December 2022 at 11h00
Intended completion of evaluation of tenders	13 January 2023
Intended formal notification of successful Bidders	30 January 2023
Effective date of contract	01 February 2022

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

SUBMISSION OF TENDERS

Web-based Online Submission (Compulsory)

GMA has implemented an Automated Tender System ("ATS") as part of its digitization strategy. The ATS is an electronic procurement (e-Procurement) web-based system that facilitates complete bidding process from the advertising of the requirement (tender) through to the award of contract. This includes the exchange of all relevant documents in electronic format through a secure platform with data security and probity features.

Proposal Submission	<p>All bids must be submitted through a secure web-based Automated Tender System ("ATS").</p> <p>To avoid any challenges that may affect submitting a bid on time, Bidders should at least ensure that they <u>are registered in the ATS and ready to submit bid documents 48hours before closing date and time; and after registration, complete submission of all bid documents at least 5 hours before closing date and time.</u> GMA takes no responsibility for any Bidder's failure to successfully submit a bid by closing date and time.</p> <p>NO BIDS MAY BE PHYSICALLY SUBMITTED AT GMA OFFICES.</p>
Access to the ATS	<p>https://eprocurement.gautrain.co.za/</p> <p>PLEASE NOTE: THE MAXIMUM SIZE FOR SUBMIT BIDS IS 50MB PER ATTACHMENT</p>
Hours of access to ATS	<p>24/7. Submission of bid proposal will close at 11h00 on 13th of December 2022</p>
Data Format	<p>PDF files only may be uploaded</p>
Enquiries	<p>For ATS system related problems contact IT Helpdesk on ats_helpdesk@gautrain.co.za</p> <p>For Tender Queries contact SCM on tenderenquiries@gautrain.co.za</p>
ATS Bid Submission Status (Draft or Submitted)	<p>Bidders must ensure that all their tender documents are uploaded on the ATS before closing date and time by clicking the "submit" button for the bids to reflect submitted status.</p> <p>Bids that are in draft status at the closing date and time shall be considered as non-submission.</p>

RULES GOVERNING THIS RFP AND THE TENDERING PROCESS

APPLICATION OF RULES

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

REQUEST FOR PROPOSAL

STATUS OF REQUEST FOR PROPOSAL

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

ACCURACY OF REQUEST FOR PROPOSAL

12. Whilst all due care has been taken in connection with the preparation of this RFP, the GMA makes no representations or warranties that the content in this RFP or any information communicated to or provided to Bidders during the Tendering Process is, or will be, accurate, current or complete. The GMA, and its officers, employees and advisors will not be liable with respect to any information communicated which is not accurate, current or complete.
13. If a Bidder finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this RFP or any other information provided by the GMA (other than minor clerical matters), the Bidder must promptly notify the Agency in writing (by e-mail to the address tenderenquiries@Gautrain.co.za) of such discrepancy, ambiguity, error or inconsistency in order to afford the GMA an opportunity to consider what corrective action is necessary (if any).
14. Any actual discrepancy, ambiguity, error or inconsistency in this RFP or any other information provided by the GMA will, if possible, be corrected and provided to all Bidders without attribution to the Bidder who provided the written notice.

ADDITIONS AND AMENDMENTS TO THE RFP

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

REPRESENTATIONS

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

CONFIDENTIALITY

18. All persons (including all Bidders) obtaining or receiving this RFP and any other information in connection with this RFP or the Tendering Process must keep the contents of the RFP and

other such information confidential, and not disclose or use the information except as required for the purpose of developing a proposal in response to this RFP.

COMMUNICATIONS DURING THE TENDERING PROCESS

REQUESTS FOR CLARIFICATION OR FURTHER INFORMATION

19. All communication and attempts to solicit information of any kind relative to this tender should be in writing and channelled to the Supply Chain Management Unit via ATS and response will be provided on the same platform .
20. Any communication by a Bidder to the GMA will be effective upon receipt by the SCM Unit (provided such communication is in the required format).
21. 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.
22. Except where the GMA is of the opinion that issues raised apply only to an individual Bidder, questions submitted and answers provided will be made available to all Bidders by e-mail, as well as on the GMA's ATS portal without identifying the person or organisation which submitted the question.
23. In all other instances, the GMA may directly provide any written notification or response to a Bidder by email to the address of the Bidder (as notified by the Bidder to the SCM Unit).
24. A Bidder may, by notifying the SCM Unit in writing, withdraw a question submitted in accordance with clause 30, in circumstances where the Bidder does not wish the GMA to publish its response to the question to all Bidders.

UNAUTHORISED COMMUNICATIONS

25. Bidders may not contact (including promotional or advertising activities) any GMA staff or Advisors of GMA except through the channel in clause 19 above on any matter pertaining to the bid from the time when the bid is advertised to the time the bid is awarded. Communicating with any GMA staff or Advisors of GMA except through the channel in clause

19 above will be perceived as an effort by a bidder to influence bid evaluation, bid comparisons or bid award decisions in any manner, and will result in rejection of the bid concerned. Nothing in this clause is intended to prevent communications with staff of, or advisors of the GMA to the extent that such communications do not relate to this RFP or the Tendering Process.

26. Bidders must not otherwise engage in any activities that may be perceived as, or that may have the effect of, influencing the outcomes of the Tendering Process in any way.

IMPROPER ASSISTANCE, FRAUD AND CORRUPTION

27. Bidders may not seek or obtain the assistance of employees, contractors or advisors of the GMA in the preparation of their tender responses, except where contractors or advisors are participating in the tender in which case the Bidder must disclose such participation in its tender by declaring their possible interest or conflict in the relevant SBD 4 form.
28. The GMA may in its absolute discretion, immediately disqualify a Bidder that it believes has sought or obtained such improper assistance.
29. Bidders are to be familiar with the implications of contravening the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004 and any other relevant legislation.
30. Bidders are encouraged to stop crime at the GMA in its tracks and report it anonymously to: telephone: **0800 222 585** or **SMS 33490** or email: gautrain@whistleblowers.co.za or **Whistle Blowers App** (<https://www.whistleblowing.co.za/download-app/>)

ANTI-COMPETITIVE CONDUCT

31. Bidders and their respective officers, employees, agents and advisors must not engage in any collusion, anti-competitive conduct or any other similar conduct in respect of this Tendering Process with any other Bidder or any other person(s) in relation to:
- a. The preparation or lodgement of their Tender
 - b. the evaluation and clarification of their Tender; and
 - c. the conduct of negotiations with the GMA.

32. 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.

33. 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

34. Any complaint about the RFP or the Tendering Process must be submitted to the SCM Unit in writing, (preferably by email: tenderenquiries@gautrain.co.za), immediately upon the cause of the complaint arising or becoming known to the Bidder.

35. 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.

36. 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

37. A Bidder must not, and must ensure that its officers, employees, agents and advisors do not place themselves in a position that may give rise to actual, potential or perceived conflict of interest between the interests of the GMA and/or the Gauteng Provincial Government and the Bidders interests during the Tender Process.

38. The Bidders Response in this RFP Part C requires the Bidder to provide details of any interests, relationships or clients which may or do give rise to a conflict of interest in relation to the supply of the services under any contract that may result from this RFP.
39. 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.
40. 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

41. Tenders must be lodged by the Closing Date and Time electronically in the ATS. The ATS system will automatically lock at the Closing Date and Time. Late bids will not be accepted or considered.
42. The determination of the GMA as to the actual time that a Tender is lodged is final.

TENDER DOCUMENTS

BIDDERS RESPONSIBILITIES

43. Bidders are responsible for:
- a. Examining this RFP and any documents referenced or attached to this RFP and any other information made or to be made available by the GMA to Bidders in connection with this RFP;
 - b. fully informing themselves in relation to all matters arising from this RFP, including all matters regarding the GMA's requirements for the provision of the Services;
 - c. ensuring that their Tenders are accurate, complete and submitted on ATS;
 - d. making their own enquiries and assessing all risks regarding this RFP, and fully considering and incorporating the impact of any known and unknown risks into their Tender;
 - e. ensuring that they comply with all applicable laws in regard to the Tendering Process particularly as specified by National Treasury Regulations, Guidelines, Instruction Notes

and Practice Notes and other relevant legislation as published from time to time in the Government Gazette;

- f. submitting proof of registration on National Treasury Centralised Supplier Database and all other returnable documents as listed on the Checklist; and
- g. Failure to provide the required information could result in disqualification of the bidder.

PREPARATION OF TENDERS

44. Bidders must ensure that:

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

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

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

ILLEGIBLE CONTENT, ALTERATION AND ERASURES

- 46. Incomplete Tenders may be disqualified or evaluated solely on information contained in the Tender.
- 47. 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.
- 48. The GMA is entitled to amend any bid conditions, validity period, specifications, or extend the closing date of bids before the closing date. All bidders, to whom the bid documents have been issued, will be advised in writing of such amendments in good time.

OBLIGATION TO NOTIFY ERRORS

49. All notifications to bidders shall be done via email on email addresses registered in the ATS.

RESPONSIBILITY FOR TENDERING COSTS

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

DISCLOSURE OF TENDER CONTENTS AND TENDER INFORMATION

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

USE OF TENDERS

53. Upon submission in accordance with the requirements of submission of Tenders, all Tenders submitted become the property of the GMA. Bidders will retain all ownership rights in any intellectual property contained in the Tender.
54. 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.
55. 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 all applicable prescripts, publish (on the internet or otherwise):

- a. The names of all Bidders that submitted bids in relation to this RFP within 10 (Ten) working days after the closing date of this RFP, if the bid is above the threshold value of R1, 000 000; and
- b. on award of the bid, the name of the successful Bidder, the contract price, B-BBEE level of contribution status, the contract number and description of the contract awarded.

PERIOD OF VALIDITY

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

STATUS OF TENDER

- 57. Each Tender constitutes an irrevocable offer by the Bidder to the GMA to provide the Services required and otherwise to satisfy the requirements of the Specification as set out in this RFP Part B.
- 58. 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.
- 59. 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).
- 60. The GMA reserves the right to accept a Tender in part or in whole or to negotiate with a Bidder in accordance with the clause 88 (Unreasonable disadvantage) of this RFP Part A.

TENDER RESPONSE

COMPLIANCE WITH SPECIFICATION

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

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

66. For the purposes of clauses 70,71 and 72:

- **Yes/Complies** means that in all respects the Bidders Response meets or otherwise satisfies all specified outputs, characteristics or performance standards.
- **Will comply subject to conditions** means that the specified outputs, characteristics or performance standards can only be met by the Bidder subject to certain conditions.
- **No/Will not comply** means that the specified outputs, characteristics or performance standards is not met by the Bidders Response.

GENERAL

67. Indefinite responses such as "noted", "to be discussed" or "to be negotiated" are not acceptable.
68. Where the Bidder is unwilling to accept a specified condition, the non-acceptance must be clearly and expressly stated. Prominence must be given to the statement detailing

the non-acceptance. It is not sufficient that the statement appears only as part of an attachment to the Tender, or be included in a general statement of the Bidders usual operating conditions.

69. An incomplete Tender may be disqualified or assessed solely on the information completed or received with the Tender.

ALTERNATIVE TENDER

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

INNOVATIVE SOLUTIONS

72. Bidders are encouraged to offer options or solutions which may, in an innovative way, contribute to the GMA's ability to carry out its operations in a more cost-effective manner.
73. 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.
74. Any such options or solutions will be considered by the GMA on a "commercial in confidence" basis if so requested by the Bidder.
75. Where a Bidder submits an offer which meets the requirements of this RFP in an alternative and practical manner, the Tender must also include any supplementary material (including such pricing and costing details as may be necessary to enable the GMA to fully assess the financial impact of the alternative proposal), which demonstrates in detail that such an alternative will fully achieve and/or exceed all the specified requirements, together with references as to why the additional features may be advantageous.
76. The GMA reserves the right to consider such offers on their merits or not to consider them at all.

CONTRACT DISCLOSURE REQUIREMENTS

DISCLOSURE OF INFORMATION

77. The Conditions of Tendering include a provision for the disclosure of contract information (refer to this RFP Part A dealing with "Use of Tenders").
78. 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

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

UNREASONABLE DISADVANTAGE

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

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

EVALUATION OF TENDERS

EVALUATION PROCESS

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

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

EVALUATION CRITERIA FORMAT

87. The evaluation criteria is weighted to reflect the importance of project requirements noted in the Specifications:
88. In evaluating Bidders Responses, the GMA will have regard to:
- a. Specific evaluation criteria identified in the list below;
 - b. the overall value for money proposition presented in the Bidders Response; and
 - c. particular weighting assigned to any or all of the evaluation criteria specified below.
89. For the purposes of this RFP clause 90, 'value for money' is a measurement of financial and non-financial factors, including:
- a. Quality levels; and
 - b. performance standards.
90. Value for money will be assessed on a 'whole of life' basis (including the transitioning-in, the contract term and the transitioning-out phases of the relationship between the GMA and a Bidder), with a view to long-term sustainability of the value for money proposition and with a focus on ensuring that value for money outcomes are promoted and protected following the conclusion of any contract that may result from this RFP.
91. Administrative compliance will be determined in accordance with the conditions listed in this RFP.

92. The evaluation criteria will be in line with the PPPFA Act No. 5 of 2000 and Preferential Procurement Regulations 2017.
93. Evaluation will be based on a point system and three-stage evaluation process. As a pre-requisite, where applicable, a bid must comply with the requirements of the bid solicitation and meet the pre-qualification requirements before being evaluated further to next stage. The minimum threshold of the functionality evaluation criteria must also be met in order for the bid to be declared responsive and qualify to the next evaluation stage.
94. The value of this bid is estimated to be below R 50,000,000 and therefore the 80/20 preference point system shall apply. The following is the weighting awarded for each element, and the threshold score.

Evaluation element	Weighting	Threshold score
Technical proposal	100	70 Points
B-BBEE proposal	20	N/A
Price proposal	80	N/A
Total	100	

FUNCTIONALITY EVALUATION

95. The evaluation criteria for measuring functionality, and the weighting attached to each criterion is detailed in **Part B of the RFP document, section 7 table 1 and 2 11 of Terms of Reference**. Failure to provide adequate information for evaluation of the criteria listed below will at least result in minimal subjective consideration and may result in loss of points.
96. Bidders must meet a minimum threshold of 70 points for functionality requirements. The GMA will disqualify bids not meeting this threshold from further evaluation..
97. Thereafter, only the qualifying bids will be evaluated in terms of the 80/20 preference point system, where a maximum of 80 points are allocated for price and a maximum of 20 points are allocated in respect of the level of B-BBEE contribution of the bidder.

PRICE EVALUATION

98. Price points will be calculated on the proposed hourly rates as per the terms of reference.

B-BBEE EVALUATION

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

100. Bidders must submit valid BBBEE Certificates and affidavits signed under oath which will be verified.

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

POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

101. The preference points claimed on the SBD6.1 form by each bidder for attaining the B-BBEE Status Level of Contributor will be allocated to each qualifying bid when determining the total bid score under the preference points system. The points scored by a bidder in respect of the level of B-BBEE contribution contemplated in the table above will be added to the points scored for price.

CLARIFICATION OF TENDERS

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

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

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

DISCUSSION WITH BIDDERS

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

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

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

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

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

BEST AND FINAL OFFERS

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

109. The GMA is under no obligation to give Bidders the opportunity to submit a best and final offer. If the GMA chooses to give Bidders the opportunity to submit a best and final

offer, it is under no obligation to give notification before the Closing Time that such opportunity will be given.

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

SUCCESSFUL TENDERS

NO LEGALLY BINDING CONTRACT

111. 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

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

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

NO OBLIGATION TO ENTER INTO CONTRACT

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

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

ADDITIONAL RULES

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

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

BIDDER WARRANTIES

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

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

GMA'S RIGHTS

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

- a. Cease to proceed with, or suspend the Tendering Process prior to the execution of a formal written contract;
- b. alter the structure and/or the timing of this RFP or the Tendering Process;

- c. vary or extend any time or date specified in this RFP for all or any Bidder or other persons;
- d. terminate the participation of any Bidder or any other person in the Tendering Process;
- e. require additional information or clarification from any Bidder or any other person or provide additional information or clarification;
- f. call for new Tenders;
- g. reject any Tender received after the Closing Time;
- h. reject any Tender that does not comply with the requirements of this RFP; or
- i. consider and accept or reject any alternative tender.

GOVERNING LAWS

120. This RFP and the Tendering Process is governed by the laws applying in the Republic of South Africa.
121. Each Bidder must comply with all relevant laws in preparing and lodging its Tender and in taking part in the Tendering Process.
122. All tenders must be completed using the English language and all costing must be in South African Rands.

INCONSISTENCY

123. If there is any inconsistency between any parts of this RFP, a descending order of precedence must be accorded to:
- a. the conditions of tendering in Part A and Part B of this RFP, and any annexure or attachments;
 - b. the Bidders response in Part C of this RFP;
 - c. any other part of this RFP, so that the provision in the higher ranked document, to the extent of the inconsistency, prevails.

RFP – PART B

TERMS OF REFERENCE

1. PURPOSE

This Request for Proposals ("RFP") aims to appoint service providers with appropriate qualifications and experience to provide probity advisory and audit services to ensure the integrity of the procurement process for the Public Private Partnership (PPP) concession to operate, maintain, and expand the Gautrain Rapid Rail Link System (GRRLS) beyond March 2026.

To obviate any potential or perceived conflict of interest, the GMA shall not appoint the same company to render both the Probity Advisory and Probity Audit services. In instances where one company bids and is successful for both services, the GMA reserves the right and shall have the exclusive prerogative to appoint any successful bidder, subject to such bidder being awarded the bid with the highest value unless it elects otherwise.

2. BACKGROUND

2.1. General Background of Probity Audit in Procurement of Goods and Services

2.1.1. Gauteng Provincial Treasury ("GPT") introduced the Open Tender Process ("OTP") as enacted in the Gauteng Finance Management Supplementary Amendment Act No. 6 of 2019 (the "Act") and the Open Tender Framework (the "Framework"). The OTP introduced, to the tendering process, a probity audit process aimed at promoting accountability, transparency, integrity, and public accountability in the procurement process. From the inception of the Act, GPT has managed the probity audit management process on behalf of entities until it introduced a phased devolution of this process to entities, effective from 01 April 2020.

2.2. General Description of the GMA

2.2.1. The Gautrain Management Agency (GMA) was established in terms of the Gautrain Management Agency Act (Act 5 of 2006) to manage the implementation of the project and the relationship with the concessionaire, Bombela Concession Company (Pty.) Ltd. (BCC).

2.2.2. The main objective of the GMA is to manage, coordinate and oversee the Gautrain. To do so, the GMA must:

- 2.2.2.1. assist the Gauteng Provincial Government ("GPG") in implementing Gautrain and achieving its objectives;
- 2.2.2.2. act on behalf of GPG in managing the relationship between GPG and the Concessionaire in terms of the Concession Agreement ("the CA") and ensure that the interests of GPG are protected;
- 2.2.2.3. enhance the integration of Gautrain with other transport services and Public Transport Plans;
- 2.2.2.4. promote and maximize the Socio-Economic Development and BBBEE objectives of the GPG in relation to Gautrain;
- 2.2.2.5. liaise with and promote co-operation between government structures in all three spheres of Government in relation to Gautrain;
- 2.2.2.6. liaise with persons having an interest in Gautrain;
- 2.2.2.7. manage assets relating to Gautrain and promote their preservation and maintenance;
- 2.2.2.8. manage the finances of the Gautrain and the financial securities provided by the Concessionaire; and
- 2.2.2.9. monitor the policy and legislative environment of the Gautrain.

2.3. GMA INTERNAL AUDIT

- 2.3.1. The role of GMA'S Internal Audit function is to enhance and protect organizational value by providing leading risk-based and reasonable objective assurance, advisory services and insight to the GMA and its stakeholders.
- 2.3.2. Following the phased devolution of the probity audit process by GPT, the Internal Audit has been tasked to manage, coordinate, contract, supervise and review the work of contracted Probity Auditors on GMA Open Tenders.

- 2.4. The GMA will undertake procurement of the Public Private Partnership (PPP) concession to operate, maintain and expand the Gautrain Rapid Rail Link System (GRRLS) beyond March 2026. As part of this process the GMA seeks a suitably qualified and experienced probity advisor and probity auditor to ensure integrity of the procurement process from planning phase to the financial close.

3. REQUIREMENTS (SCOPE OF WORK)

3.1 Probity Advisory and audit services

- 3.1.1 The Probity Advisory entails the provision of advice on all matters relating to the procurement process for the Public Private Partnership (PPP) concession from pre-planning phase to the financial close.
- 3.1.2 The probity audit entails the provision of independent scrutiny of the competitive bidding process using personnel that are adequately skilled in a concession transaction process as well as experienced in auditing of public sector Supply Chain Management. The probity audit process must provide quality assurance of the process implemented from the planning phase to the financial close ensuring the following compliance areas are adequately addressed in each step of the process:
 - 3.1.2.1 Regulatory Compliance;
 - 3.1.2.2 Administrative Compliance;
 - 3.1.2.3 Internal controls;
 - 3.1.2.4 Governance Requirements; and
 - 3.1.2.5 Assurance on accountability in relation to decision-making.

3.2 INTERACTION WITH THE GMA

- 3.2.1 The appointed Service Providers must work closely with GMA's Supply Chain Management Unit/Project Office and Internal Audit Unit.

3.3 TECHNICAL REQUIREMENTS

The Service Providers will be expected to provide the following probity advisory and audit services:

3.3.1 Probity Advisory Service

- 3.3.1.1 Prepare a probity plan for the project.
- 3.3.1.2 Check that procedures are documented and conducted fairly, impartially and honestly.;
- 3.3.1.3 Advise on the procurement of the PPP concession.
- 3.3.1.4 Examine and evaluate information and processes.

- 3.3.1.5 Advise on the management of probity issues that may arise and how these should be addressed.
- 3.3.1.6 Attend briefing sessions, BSC, BEC and BAC meetings (where applicable in line with applicable prescripts).
- 3.3.1.7 Attend project meetings, when required.
- 3.3.1.8 Actively participates and advise in:
 - 3.3.1.8.1 internal meetings of the GMA and the Transaction Advisor (TA) appointed for this project; and
 - 3.3.1.8.2 external meetings of the GMA with bidders in the price negotiation stage.

3.3.2 Probity Audit Services

- 3.3.2.1 Undertake probity tasks on behalf of the GMA, which includes preparation of probity plan for the Post 2026 project.
- 3.3.2.2 Provide assurance on compliance with applicable SCM rules and regulations with respect to the project.
- 3.3.2.3 Undertake probity risk assessments for a procurement and recommend strategies and develop controls to manage these risks.
- 3.3.2.4 Review, from a probity perspective, the tender documentation and other internal documentation relating to the procurement.
- 3.3.2.5 Undertake investigations on behalf of the GMA into any suspected probity breaches and report findings.
 - 3.3.2.5.1 Review and quality assure the Bid Specification process:
 - 3.3.2.5.2 Reviewing the Bid Specification Committee (BSC) structure and all related governance requirements for the sitting of the committee.
 - 3.3.2.5.3 Review the specifications/ terms of reference and ensure that the evaluation criteria and methods will result in a fair, equitable, transparent, competitive, and cost-effective procurement process.
 - 3.3.2.5.4 Review the specifications/terms of reference to ensure compliance with all applicable laws and regulations; and
- 3.3.2.6 Review the final full bid (Request for Proposal (RFP)) document to ensure alignment to approved terms of reference:
 - 3.3.2.6.1 Attend and observe the briefing session (where applicable in line with applicable prescripts) and tender closure/opening sessions.
 - 3.3.2.6.2 Audit and quality assure the bid evaluation process:

- 3.3.2.6.3 Review pre - qualification (where applicable in line with applicable prescripts) and administrative compliance.
- 3.3.2.6.4 Attend meetings and observe the Bid Evaluation Committee (BEC) performing procurement activities to ensure that it is conducted in manner that will result in a fair, equitable, transparent, competitive, and cost- effective procurement process.
- 3.3.2.6.5 Make assessments on whether declared related interests amount to a conflict of interest and advise on management (avoidance or mitigation).
- 3.3.2.6.6 Review the Functionality/Technical evaluation by BEC; and
- 3.3.2.7 Review the pricing and preference evaluation process.
- 3.3.2.8 Provide real-time independent assurance to the GMA on the probity of this procurement process from the planning phase and on the management of probity and conflicts of interest; and
- 3.3.2.9 Reviewing all related governance requirements for the sitting of the Bid Adjudication Committee (BAC) in relation to the Post 2026 procurement.
- 3.3.2.10 Observe the bid adjudication process to ensure that it is conducted in manner that will result in a fair, equitable, transparent, competitive, and cost- effective procurement process.

3.4 Project Management

- 3.4.1 The Service Providers must propose a suitable management structure for the probity services.
- 3.4.2 The probity audit services must have a single-point audit manager reporting to the Post 2026 Project Office.
- 3.4.3 The Service Providers will be responsible for preparing project probity plans, which must be updated at an agreed time frequency for the duration of the project. The project plans must be accompanied by progress reports.
- 3.4.4 The project management plans and progress reports must at a minimum address major project management topics, including time, cost, quality, scope and highlight probity risks with possible mitigation measures.

4. CONTRACT DURATION

The services as set out in this RFP will be rendered over an initial period of 36 months for the delivery of all deliverables and final reports. In the event of the project not being completed

in the initial period, the contract may be extended under the same terms and conditions for a negotiated time period.

5. PROJECT QUALITY ASSURANCE AND DELIVERABLES

- 5.1 The Service Provider shall ensure quality of all project deliverables that are to be submitted by the Project Manager to the GMA for review and acceptance at key milestones that disclose any material probity issues that arose during the project even where the issues were managed to the satisfaction of the probity auditor and GMA SCM/Internal Audit as necessary, along with an explanation as to how the auditor reached any conclusion expressed in the reports.
- 5.2 The following probity reports shall be produced, detailing how the process was implemented, clear and consistent content of the RFP. Each report must provide assurance of the phase that was audited as it is completed;
 - 5.2.1 **The Specification Report** produced after the BSC and BAC approval of the terms of reference before tender publication.
 - 5.2.2 **The Tender Closing Report** produced after the tender advert has closed and all bids recorded in the receipt register and preliminary administrative evaluation conducted.
 - 5.2.3 **The Bid Evaluation Probity Report** produced upon completion of the tender evaluation process to be submitted to the BAC, Finance and Asset Committee, GMA Board and the MEC of Roads and Transport.
 - 5.2.4 **The Final Probity Audit (Close-Out) Report** after the review and verification of the BAC and board processes Provide independent audit and appropriate sign-off at the conclusion of the tender adjudication stage of the procurement project.

6. SUBMISSION CRITERIA

Qualified and experienced bidders must demonstrate the following information in their company profiles, references, and other supporting documents as part of the bid evaluation process.

To obviate any potential or perceived conflict of interest, the GMA shall not appoint the same company to render both the Probity Advisory and Probity Audit services. In instances where one company bids and is successful for both services, the GMA reserves the right and shall have the exclusive prerogative to appoint any successful bidder, subject to such bidder being awarded the bid with the highest value unless it elects otherwise.

6.1 Company Experience and Track Record

Bidders must demonstrate company experience in providing probity advisory and audit services respectively, consistent with the requirements of this RFP including the following minimum requirements:

- 6.1.1. Proof of company registration with the relevant professional body – e.g., IRBA or IIASA or SAICA;
- 6.1.2. Five (5) years' experience in probity advisory services in a PPP transaction;
- 6.1.3. Five (5) years' experience in probity/SCM audit in the Public Sector; and
- 6.1.4. Five (5) contactable references which comprise of two (2) references for probity advisory services in a PPP transaction and three (3) references for probity audit services including a brief profile of the probity advisory and audit services previously undertaken.

6.2 Team (Proposed Individuals) Experience

6.2.1 Qualifications and certifications of proposed individuals

- 6.2.1.1. Bidders must submit CVs and copies of qualifications and applicable certifications for all proposed individuals who will be made available for probity advisory and audit services as required in this RFP.
- 6.2.1.2. The team to be assembled by the bidder must as a minimum, consist of the following key individuals:
 - 6.2.1.2.1. Probity advisory and audit manager
 - 6.2.1.2.2. Probity advisor
 - 6.2.1.2.3. Probity auditor
- 6.2.1.3. The successful bidder may not substitute the proposed individuals without prior written approval of the GMA.
- 6.2.1.4. CVs must explicitly demonstrate each proposed individual's relevant qualifications, certifications, and specific work experience to demonstrate the required level of expertise required in this RFP including the following minimum requirements:

6.2.2 Probity Advisor

- 6.2.3.1. Post-Graduate Qualification in Accounting/ Auditing/ Finance (NQF level 8);

- 6.2.3.2. Minimum of 8 years' experience in public sector Supply Chain Management and minimum 5 years' experience in PPP advisory services or advisory in Independent Power Producer (IPP) projects ;
- 6.2.3.3. Registration with the relevant professional body – e.g., IRBA or IIASA or SAICA or CIPS or equivalent; and
- 6.2.3.4. All qualifications must be accredited by the South African Qualifications Authority (SAQA).

6.2.4. Probity Audit Manager

- 6.2.4.1. Post-Graduate Qualification in Accounting/ Auditing (NQF level 8);
- 6.2.4.2. Minimum of 5 years' experience in public sector Supply Chain Management Auditing and demonstrated experience in auditing PPP or IPP projects ;
- 6.2.4.3. Registration with the relevant professional body – e.g., IRBA or IIASA or SAICA or equivalent; and
- 6.2.4.4. All qualifications must be SAQA accredited.

6.2.5. Probity Auditor

- 6.2.5.1. Degree or equivalent qualification in Accounting/Auditing (NQF level 7);
- 6.2.5.2. Minimum of 5 years working experience in public sector Supply Chain Management auditing; and
- 6.2.5.3. Registration with the Independent Regulatory Board for Auditors (IRBA) or Institute of Internal Auditors of South Africa (IIASA) or equivalent.

6.3. Methodology

- 6.3.1. Bidders must submit a methodology detailing the manner in which the required scope of work will be executed and must outline the approach that will be adopted in the execution of the services required by this RFP and must include the following:
 - 6.3.1.1. Understanding terms of reference and brief;
 - 6.3.1.2. Technical auditing methodology;
 - 6.3.1.3. Approach that will be adopted to execute this project in a PPP transaction;
 - 6.3.1.4. A risk management approach detailing the development and implementation thereof, including the quality control, measures and assurance throughout the duration of the project.

7. EVALUATION CRITERIA

7.1. Stage 1 Evaluation of Bids: Mandatory administrative compliance requirements

- 7.1.1. Bidders must submit fully completed and signed Standard Bidding Documents ("SBDs") with their bids. Submitting incomplete and/or unsigned SBDs may result in disqualification of the bid in line with applicable prescripts.

7.2. Stage 2 Evaluation of Bids: Functionality/Technical Evaluation

- 7.2.1. Bidders will be evaluated on the contents of their bid submission that must demonstrate full understanding and alignment to the requirements of this RFP. The functionality (technical proposal) will be evaluated and scored out of one hundred (100) points, with a minimum qualifying threshold of seventy (70) points.

- 7.2.2. Bids that do not meet or better this minimum threshold score shall not be evaluated further.

Table 1 and 2 below lists the criteria for evaluating the functionality of the bids. Each requirement will be scored individually. It is the bidder's responsibility to ensure that sufficient evidence or information is provided for the evaluation panel to score each functional requirement. A failure to do so could result in the applicable requirement receiving a low or no score.

- 7.2.3. Submitted information will be evaluated against the criteria and weights for functionality as indicated in Table 3 below on a scale of 0% to 100%; where 35% is "poor" and will receive the lowest number of points in that criterion; and 100% is "excellent" and will receive the highest number of points in that criterion. Irrelevant information provided or no information provided will attain a score of zero.

- 7.2.4. The weight of each sub-criteria represents total points obtainable, therefore if a Bidder submits as per the minimum requirements presented in Section 6 of the RFP, 70% of the total weight indicated in Table 1 and 2 will be applicable.

- 7.2.5. The maximum attainable points are 100.

Table 1: Functional/Technical Evaluation Criteria – Probity Advisory Service

EVALUATION CRITERIA	WEIGHT
1. Company Experience and Track Record <i>(As per section 6.1)</i>	35
a. Proof of company registration with the relevant professional body (5)	

<ul style="list-style-type: none"> b. Demonstrated experience in probity advisory services in a PPP transaction (20) c. Contactable references (10) 	
2. Project Team Qualifications and Experience (As per section 6.2) <ul style="list-style-type: none"> a. Probity advisor <ul style="list-style-type: none"> i. Qualifications (10) ii. Certifications (5) iii. Experience (20) 	35
3. Methodology (As per section 6.3) <ul style="list-style-type: none"> a. Understanding the terms of reference and brief (10) b. Approach that will be adopted to execute this project in a PPP transaction (15) c. Risk management approach risk (5) 	30
Total Points	100
Minimum Threshold Points	70

Table 2: Functional/Technical Evaluation Criteria – Probity Audit Service

EVALUATION CRITERIA	WEIGHT
1. Company Experience and Track Record (As per section 6.1) <ul style="list-style-type: none"> a. Proof of company registration with the relevant professional body (5) b. Demonstrated experience in probity and SCM audit in the Public Sector (20) c. Contactable references (10) 	35
2. Project Team Qualifications and Experience (As per section 6.2) <ul style="list-style-type: none"> a. Probity auditor <ul style="list-style-type: none"> i. Qualifications (3) ii. Certifications (2) iii. Experience (10) b. Probity audit manager <ul style="list-style-type: none"> i. Qualifications (3) ii. Certifications (2) 	35

iii. Experience (15)	
3. Methodology (As per section 6.3) <ul style="list-style-type: none"> a. Understanding the terms of reference and brief (5) b. Technical auditing methodology (10) c. Approach that will be adopted to execute this project in a PPP transaction (10) d. Risk management approach risk (5) 	30
Total Points	100
Minimum Threshold Points	70

7.2.6. Functionality Evaluation Scale

7.2.6.1. The scoring methodology for Evaluation Criteria 1 (a), 2 (a) (i) and (ii), 2 (b) (i) and (ii); and 2 (c) (i) and (ii) related to qualifications and certifications as per requirements in Table 1 and 2 will be scored as follows:

- 7.2.6.1.1. where proof of qualifications or certification is not submitted or does not meet the requirement, the score allocation will be zero (0); and
- 7.2.6.1.2. where proof of qualifications or certifications is submitted and meets the requirement, the score allocation will be 5 and qualifies for maximum points allocated.

7.2.6.2. The following scoring scale will be used in evaluating the rest of the criteria:

Table 3: Functional/Technical Evaluation Criteria

Rating (as % weight of criterion)	Score criteria
0% (No Response)	Does not meet the criterion. Does not comply and/or insufficient information provided to demonstrate that the Bidder has the qualifications, ability, understanding, experience, skills, resources, and methodology/quality measures required to meet the criterion, with little or no supporting evidence.
35% (Very poor)	Bidder's response is majorly deficient with a significant lack in meeting the criterion; Considerable reservations of the Bidder's relevant qualifications, ability,

Rating (as % weight of criterion)	Score criteria
	understanding, experience, skills, resources, and methodology/quality measures required to meet the criterion, with little or no supporting evidence.
50% (Poor)	Bidder's response is marginally deficient; Deficiency of the Bidder's relevant qualifications, ability, understanding, experience, skills, resources, and methodology/quality measures required to meet the criterion, with little or no supporting evidence.
70% (Good)	Bidder's response meets the criterion in full, but at a minimal level; demonstration by the Bidder of the relevant qualifications, ability, understanding, experience, skills, resources, and methodology/quality measures required to meet the criterion, with supporting evidence.
85% (Very good)	Bidder's response exceeds the criterion in some aspects with minor additional benefits. Above-average, a demonstration by the Bidder of the relevant qualifications, ability, understanding, experience, skills, resource, and methodology/quality measures required to meet the criterion, with supporting evidence
100% (Excellent)	Bidder's response significantly exceeds the criterion; demonstration by the Bidder of the relevant qualifications, ability, understanding, experience, skills, resources, and methodology/quality measures required to meet the criterion, The proposal identifies factors that will offer potential added value, with supporting evidence.

7.2.7. Stage 3: Evaluation of Bids: Price and Preference Point System

7.2.7.1. Bids that have met the minimum threshold of seventy points (70) on functionality evaluation for each service shall be evaluated further on Price and Preference Point System.

7.2.7.2. The preference point system to be applied in this tender is 80/20.

7.2.10 Stage 4: Award Criteria

7.2.10.1 Given the strategic nature of this project to the overall mandate of the GMA, objective criteria as envisaged in the Preferential Procurement Policy Framework Act (PPFA) 2000 s2(1)(f) and GMA Supply Chain management Policy (2022) may be applied as award criteria for this tender.

- 7.2.10.2 PPPFA s 2(1)(f), reads: "the contract must be awarded to the tenderer who scores the highest points, unless objective criteria in addition to those contemplated in paragraphs (d) and (e) justify the award to another tenderer".
- 7.2.10.3 GMA Supply Chain Management Policy (2022) reads: "If there is an intention to apply objective criteria in terms of section 2(1)(f) of the PPPFA, the tender documents should have stated the objective criteria that would be applied"
- 7.2.10.4 Any of the following objective criteria may be applied as award criteria for this tender:
- 7.2.10.4.1 **Discrepancy in value for money** - where the difference between final scores is relatively low and the difference in functional scores is high, the award may be made to the bidder that did not score the highest total points.
- 7.2.10.4.2 **Risk of reduction of scope** – where the bidder with the highest points has quoted an abnormally low-priced bid, the award may be made to the bidder that did not score the highest total points.
- 7.2.10.4.3 **Risk of GMA incurring irregular, fruitless, and wasteful expenditure** – where results of a risk-based due diligence check on the bidder with the highest total points reveal findings that may impact successful delivery of the project, in turn, strategic objectives of the GMA, the award may be made to the bidder that did not score the highest total points.

8. COSTING INSTRUCTION

- 8.1. The successful Bidder must execute the required services as articulated in Section 3 of this RFP optimally such that the time and resources are planned, deployed, and monitored to maximum efficiency and minimum costs.
- 8.2. The successful bidder shall at their own cost; provide any tools, resources, and equipment required to execute the scope of services as per the requirements articulated in Section 3 of this RFP.
- 8.3. Bidders are required to return their proposals inclusive of a pricing schedule with their submissions and pricing shall be based on rate per hour. Remuneration will be payable in South African Rand (ZAR), for hours spent on an actual and approved time-based invoice. The rates and price tendered for this RFP shall include compensation for personnel, materials, reports, and any other costs for completing the required activities and deliverables. The rates provided shall be fixed for the initial duration of the contract.

In the event of the contract being extended beyond the initial 36 period, the pricing could be reviewed subject it to not exceeding the CPI.

- 8.4. The successful bidder will be required to submit timesheets as evidence of time spent on project.

9. COMPLIANCE TO THE PROTECTION OF PERSONAL INFORMATION ACT ("POPI ACT")

Definitions

- 9.1. "Data" means all data, information, texts, drawings, and other records, which are embodied in any medium, and will include, but not be limited to, Personal Information and Electronic Data;
- 9.2. "Data Subject" means any persons to whom personal information relates;
- 9.3. "Personal Information" shall mean the race, gender, sex, pregnancy, marital status, national or ethnic origin, colour, sexual orientation, age, physical or mental health, disability, religion, conscience, belief, culture, language and birth of a person; information relating to the education or the medical, financial, criminal or employment history of the person; any identifying number, symbol, email address, physical address, telephone number, location information, online identifier or other particular assignment to the person; the biometric information of the person; the personal opinions, views or preferences of the person; correspondence sent by the person that is implicitly or explicitly of a private or confidential nature or further correspondence that would reveal the contents of the original correspondence; the views or opinions of another individual about the person whether the information is recorded electronically or otherwise;
- 9.4. "POPI Act" means the Protection of Personal Information Act 4 of 2013, as amended from time to time; and
- 9.5. "Processing" means any operation or set of operations, including collecting, recording, organising, storing, updating, modifying, retrieving, consulting, using, disseminating, analysing, or studying data, including the copying, transmission, distribution or making available to any third party in any form, merging, linking, as well as blocking, erasing or destroying any such data; and the words: "Process" and "Processed" will have corresponding meanings.

Bidders' Consent

- 9.6. The Gautrain Management Agency ("GMA") collects information directly from the bidders when submitting the Personal Information of the Data Subject during the submission of the bids. The bidders understand and agree that all information provided, whether personal or otherwise, may be used and processed by the GMA.
- 9.7. The bidders consent to the GMA collecting and processing the Personal Information pursuant to any of the GMA's ICT policies in place insofar as Personal Information of the Data Subject is contained in relevant electronic communications.
- 9.8. The GMA respects the right to privacy and therefore aims to ensure that it complies with the legal requirement of the POPI Act in collecting, processing, storing, sharing and destroying any personal information which is provided to the GMA.
- 9.9. The GMA will only collect Personal Information submitted by the bidders, for the purposes of evaluating the submitted proposals for the relevant advertised tender, the awarding of the tender to the preferred bidder and for the purposes of fulfilling its obligations in terms of the awarded contract.
- 9.10. The bidders further agree to the disclosure of the Personal Information for any reason enabling the GMA to carry out or to comply with its business obligation insofar as it is relevant to the tender.
- 9.11. The GMA agrees that it will not transfer or disclose the Data Subject's Personal Information to a third party, unless where the GMA has a legal or contractual duty to disclose such information, or it is required for its legitimate business requirements and shall comply strictly with legislative stipulations in this regard. where the GMA has a legal or contractual duty to disclose such information.
- 9.12. The Bidders are required to comply with the provisions of the POPI Act fully. Furthermore, where applicable, the GMA expects that the Bidders should have obtained consent from Data Subjects to release their personal information to third parties.
- 9.13. The GMA undertakes that it has adequate controls in place to protect/safeguard the Data Subject's Personal Information it receives from the Bidders.

10. CONFIDENTIALITY

- 10.1. The Service Provider acknowledges and/or undertakes that through occupying the positions required by this RFP, the Service Provider shall have access to confidential information; that includes but is not limited to information, documents, data, and materials of whatever nature of the parties provided in writing.

10.2. The Service Provider shall maintain the strictest confidentiality for:

- 10.2.1. all information that may reasonably be regarded as confidential, being information not in the public domain, whether such information is oral or written, recorded or stored by electronic, magnetic, electro-magnetic or other form or process, or otherwise in a machine readable form, translated from the original form, recompiled, made into a compilation, wholly or partially copied, modified, updated or otherwise altered, originated or obtained by, or coming into the possession, custody or knowledge of either party; or
- 10.2.2. any information relating to either GMA's, present and future research, analysis, compilations and studies, development of any system, business or financial activity, product, services, market opportunities, existing and potential customers and clients, marketing or promotion of any products, product pricing, contractual arrangements, technical knowledge, strategic objectives and planning, data, plans, designs, drawings, software or hardware, know-how, methods, trade secrets, trademarks, techniques, functional and technical requirements and specifications, financial statements, budgets, costs and financial projections, accounting procedures or financial information, including know how and Trade Secrets relating to the operation of the GMA.

11. DECLARATION OF INTEREST

- 11.1. Bidders must submit a declaration of any conflict of interest, any other involvement in the GMA and the Department of Roads and Transport, as well as any other conflicts arising from awarding of pending bids that may affect the discharge of their responsibilities in this RFP. This declaration must be completed in **Annexure 1** of this RFP.

12. COMPLIANCE TO THE PROTECTION OF PERSONAL INFORMATION ACT (“POPI Act”)

12.1. Definitions

12.1.1 **“Data”** means all data, information, texts, drawings, and other records, which are embodied in any medium, and will include, but not be limited to, Personal Information and Electronic Data;

12.1.2 **“Data Subject”** means any persons to whom personal information relates;

12.1.3 **“Personal Information”** shall mean the race, gender, sex, pregnancy, marital status, national or ethnic origin, colour, sexual orientation, age, physical or mental health, disability, religion, conscience, belief, culture, language and birth of a person; information relating to the education or the medical, financial, criminal or employment history of the person; any identifying number, symbol, email address, physical address, telephone number, location information, online identifier or other particular assignment to the person; the biometric information of the person; the personal opinions, views or preferences of the person; correspondence sent by the person that is implicitly or explicitly of a private or confidential nature or further correspondence that would reveal the contents of the original correspondence; the views or opinions of another individual about the person whether the information is recorded electronically or otherwise;

12.1.4 **“POPI Act”** means the Protection of Personal Information Act 4 of 2013, as amended from time to time; and

12.1.5 **“Processing”** means any operation or set of operations, including collecting, recording, organising, storing, updating, modifying, retrieving, consulting, using, disseminating, analysing, or studying data, including the copying, transmission, distribution or making available to any third party in any form, merging, linking, as well as blocking, erasing, or destroying any such data; and the words: "Process" and "Processed" will have corresponding meanings.

12.2 Bidders' Consent

12.2.1 The Gautrain Management Agency ("GMA") collects information directly from the bidders when submitting the Personal Information of the Data Subject during the submission of the bids. The bidders understand and agree that all information provided, whether personal or otherwise, may be used and processed by the GMA.

12.2.2 The Bidders' consent to the GMA collecting and processing the Personal Information pursuant to any of the GMA's ICT policies in place insofar as Personal Information of the Data Subject is contained in relevant electronic communications.

12.2.3 The GMA respects the right to privacy and therefore aims to ensure that it complies with the legal requirement of the POPI Act in collecting, processing, storing, sharing, and destroying any personal information which is provided to the GMA.

12.2.4 The GMA will only collect Personal Information submitted by the bidders, for the purposes of evaluating the submitted proposals for the relevant advertised tender, the awarding of the tender to the preferred bidder and for the purposes of fulfilling its obligations in terms of the awarded contract.

12.2.5 The bidders further agree to the disclosure of the Personal Information for any reason enabling the GMA to carry out or to comply with its business obligation insofar as it is relevant to the tender.

12.2.6 The Bidders are required to comply with the provisions of the POPI Act fully. Furthermore, where applicable, the GMA expects that the Bidders should have obtained consent from Data Subjects to release their personal information to third parties.

12.3 The GMA agrees that it will not transfer or disclose the Data Subject's Personal Information to a third party, unless where the GMA has a legal or contractual duty to disclose such information, or it is required for its legitimate business requirements and shall comply strictly with legislative stipulations in this regard.

12.4 The GMA undertakes that it has adequate controls in place to protect/safeguard the Data Subject's Personal Information it receives from the Bidders.

13. INTELLECTUAL PROPERTY

13.1. Commercials produced in this project will be sole property of GMA to be used as it see fit. Any trademarks, name, copyright, and any intellectual property rights thereto, including, but not limited to, any process, know-how, formula, composition, characteristic, technology, idea, right of invention, right of design, patent, patent application rights, rights of copyright subsisting in or relating to any product, formula, composition, product packaging, container, art work, design, or package insert, and any documentation and/or material featuring or embodying a registered trademark, whether existing at the time of this contract or which may come into existence pursuant to the contract shall remain the property of the GMA.

14. BUSINESS CONTINUITY AND DISASTER RECOVERY PLAN

14.1. Service Provider shall, for the duration of the contract, have in place a Business Continuity and Disaster Recovery Plan (BCDR Plan) in the event of a disaster or other service delivery interruptions specifically with reference to resources management, data, storage and process management and product or service delivery in terms of the contractual obligations.

14.2. In the event that Service Provider invokes its BCDR Plan in relation to an incident that could impact on its ability to discharge its contractual obligations as agreed, it shall notify Service Recipient as soon as reasonably practicable following such invocation and shall at all times keep the Service Recipient abreast of developments pertaining to such disaster.

14.3. The Service Provider shall ensure that the BCDR Plan is tested on a regular basis, and at least annually. The Service Provider shall provide the Service Recipient with a report following each test that summarizes the tests

conducted and its outcomes. Where gaps or issues were identified during the BCDR testing, the service provider shall provide the Service Recipient with a corrective plan on how and by when the gaps / issues will be addressed.

- 14.4. The Service Provider shall provide the Service Recipient with a monthly report on the progress of the remediation plan. GMA reserves the right to, at any given time and with due cause, request the Service Provider to conduct a BCDR test, or include the Service Provider in GMA's own BCDR test.

ANNEXURE 1:

DECLARATION OF INTEREST

1. For any possible conflict of interest, any other involvement with the State, as well as any other conflict of interest that may arise from the awarding of pending bids that may affect the discharge of the Bidder's responsibilities in this RFP, it is required that the Bidder or his/her authorized representatives declare to the evaluating/adjudicating authority where the Bidder is aware of any possible conflict of interest that may arise through the adjudicating authority's acceptance of the Bidder's offer.

"State" means-

- (a) any national or provincial department, national or provincial public entity or constitutional within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
 - (b) any municipality or municipal entity;
 - (c) provincial legislature;
 - (d) national Assembly or the national Council of provinces; or
 - (e) Parliament
2. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Note :

- i. Tick in the appropriate box in 2.1 below
- ii. Provide a supplementary sheet to indicate any additional information if necessary

2.1 I/We (name of bidder) _____
hereby declare that my/our company :

- ☐ has no interests (interests in terms of any other involvement with the State; as well as any other conflict of interest that may arise from the awarding of

pending bids) that could be prejudicial to our independence and/or our ability to discharge the responsibilities required by this RFP

- has interests (interests in terms of any other involvement with the State; as well as any other conflict of interest that may arise from the awarding of pending bids) that could be prejudicial to our independence and/or our ability to discharge the responsibilities required by this RFP. The particulars are as stated below :

3. I/We also acknowledge that I/we shall make another declaration to state any change in any matter contained in this declaration within one month after the change occurs and shall provide further information on the particulars contained in this declaration if so required by the Transport Authority for Gauteng.

SIGNED at _____ on this ____ day of _____ 20__

SIGNATURE OF WITNESS

SIGNATURE OF RESPONDENT

RFP - PART C:

BIDDERS DECLARATION

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

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

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

SIGNATURE OF AUTHORISED SIGNATORY	
DATE OF SIGNATURE	
ALTERNATIVE TENDER	<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.	
CONFLICT OF INTEREST	
Provide details of any interests, relationships or clients which may give rise to a conflict of interest and the area of expertise in which that conflict of interest may arise.	<i>Complete as attached in SBD 4</i>

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

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

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

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

Access the CSD site on www.csd.gov.za

Contact National Treasury for further clarity on the process:

Email: csd@treasury.gov.za

Telephone: 012 315 5509

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

- CSD Supplier Number
- CSD Unique RRN

BID NO. GMA/005/22 PROVISION OF PROBITY ADVISORY AND AUDIT SERVICES FOR THE PROCUREMENT OF GAUTRAIN POST 2026 CONCESSION

SBD 1 (A)

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE GAUTRAIN MANAGEMENT AGENCY							
BID NUMBER:	GMA/005/22		CLOSING DATE:	13 December 2022		CLOSING TIME:	11H00
DESCRIPTION	PROVISION OF PROBITY ADVISORY AND AUDIT SERVICES FOR THE PROCUREMENT OF GAUTRAIN POST 2026 CONCESSION						
BID RESPONSE DOCUMENTS MAY BE SUBMITTED THROUGH A WEB-BASED AUTOMATED TENDER SYSTEM (ATS)							
Link address: https://eprocurement.gautrain.co.za/							
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO				TECHNICAL ENQUIRIES MAY BE DIRECTED TO:			
CONTACT PERSON	KHUTSO LEDWABA			CONTACT PERSON	KHUTSO LEDWABA		
TELEPHONE NUMBER	011 086 3500			TELEPHONE NUMBER	011 086 3500		
FACSIMILE NUMBER				FACSIMILE NUMBER			
E-MAIL ADDRESS	tenderenquiries@Gautrain.co.za			E-MAIL ADDRESS			
SUPPLIER INFORMATION							
NAME OF BIDDER							
POSTAL ADDRESS							
STREET ADDRESS							
TELEPHONE NUMBER	CODE			NUMBER			
CELLPHONE NUMBER							
FACSIMILE NUMBER	CODE			NUMBER			
E-MAIL ADDRESS							
VAT REGISTRATION NUMBER							
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA		
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No			B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]							
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]			ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS							
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?						<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?						<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?						<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?						<input type="checkbox"/> YES <input type="checkbox"/> NO	

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

SBD 1 (B)

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE APPROVED GMA SUPPLY CHAIN MANAGEMENT POLICY. IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT.**

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

(Proof of authority must be submitted e.g. company resolution)

.....

DATE:

.....

SBD 3.1

PRICING SCHEDULE

Name of Bidder:	Ref Number: GMA/005/22
Closing Time: 11H00 AM	Closing Date: 13 December 2022

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

Bidders are required to submit a separate detailed price proposal.

SBD 3.2

PRICING DECLARATION

Dear Sir/Madam

After having carefully read through and examined this RFP Reference Number GMA/005/22 in its entirety together with all the provisions contained in each section of the RFP document,

We hereby offer to provide probity advisory and audit services for Gautrain Post 2026 project on behalf of GMA as per requirements stated in the Terms of Reference(TOR) section of the REQUEST FOR PROPOSAL document:

IN AMOUNT: R _____ (including VAT)

IN WORDS: R _____ (including VAT)

We confirm that this price covers all costs associated with the probity advisory and audit services for Gautrain Post 2026 project as per the requirements in the TOR.

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

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

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

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

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

**PRICE DECLARATION
(MANDATORY INFORMATION)**

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

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

NAME OF BIDDER	
IDENTITY NUMBER	
POSITION	
SIGNATURE OF AUTHORISED SIGNATORY	

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state?

YES		NO	
-----	--	----	--

- 2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring

YES		NO	
------------	--	-----------	--

 institution?

2.2.1 If so, furnish particulars:
.....
.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this

YES		NO	
------------	--	-----------	--

 contract?

2.3.1 If so, furnish particulars:
.....
.....

3 DECLARATION

I, the undersigned, (full name) in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

3.1 I have read, and I understand the contents of this disclosure,

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect,

- 3.3 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 consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements, or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 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.
- 3.5 There have been no consultations, communications, agreements, or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 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.

**I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF
PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING
ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO
BE FALSE.**

² 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.

.....

Signature

.....

Date

.....

Position

.....

Name of bidder representative

SBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

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

- 1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together

with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

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

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{\min} = Price of lowest acceptable bid

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

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

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

5. BID DECLARATION

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

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

- 6.1 B-BBEE Status Level of Contributor: = (maximum of 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

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

(Tick applicable box)

YES		NO	
-----	--	----	--

7.1.1 If yes, indicate:

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

(Tick applicable box)

YES		NO	
-----	--	----	--

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

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

Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

☐ Partnership/Joint Venture / Consortium

☐ One person business/sole propriety

☐ Close corporation

☐ Company

☐ (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

☐ Manufacturer

☐ Supplier

☐ Professional service provider

☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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

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

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary

proof to the satisfaction of the purchaser that the claims are correct;

iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

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

WITNESSES	
NAME OF BIDDER	
IDENTITY NUMBER	
POSITION	
AUTHORISED SIGNATORIES OF BIDDERS	
WITNESS 1	
WITNESS 2	
DATE	
ADDRESS	

--	--

SBD 8

DECLARATION OF BIDDERS PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

NO.	QUESTION	YES	NO
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		

4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.		
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?		
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?		
4.4.1	If so, furnish particulars:		

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Standard Bidding Document must form part of all bids¹ invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.
3. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
4. This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination must be completed and submitted with the bid:

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

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

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

I, the undersigned, in submitting the accompanying bid:

_____ (Bid Number and Description)

In response to the invitation for the bid made by:

_____ (Name of Institution)

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

I certify, on behalf of: _____ that:
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorised by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorised by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organisation, other than the bidder, whether or not affiliated with the bidder, who:

(a) has been requested to submit a bid in response to this bid invitation;

(b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and

(c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However

communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation);
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid;
- or
- (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

NAME OF BIDDER	
POSITION	
AUTHORISED SIGNATORY	

DATE	
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SHE

SAFETY, HEALTH AND ENVIRONMENT

REQUEST FOR INFORMATION

1. SAFETY, HEALTH AND ENVIRONMENT

1.1	Do you have a Safety, Health and Environment (SHE) policy statement?	YES/NO Please provide a copy of the policy statement
1.2	Is your SHE programme aligned or certified to comply with the OHSAS 18001 and ISO 14001 standards?	YES/NO Please provide details
1.3	Would you be prepared to have your SHE standards audited or modified according to requirements?	YES/NO Please give reasons if applicable
1.5	How do you record and classify injuries sustained during operations?	Please provide details
1.6	How do you record and classify incidents both safety and environmentally related?	Please provide details
1.9	Does your company have any Health and Safety agreements with any major unions?	Please provide details
1.10	Is your company in good standing with a Workman's Compensation Authority	Please provide a copy of the Letter of Good Standing which includes the registration number
1.12	Does your company employ a SHE/Q Manager and who does he/she report to?	YES/NO Please provide details of experience and qualifications of this individual
1.13	What ongoing training is conducted with regard to SHE?	Please provide details
1.14	Does your company have an active Safety Committee?	Please provide details
1.15	How does your company communicate issues/targets to the employees regarding SHE?	Please provide details
1.16	Does your company have a medical surveillance programme in place?	YES/NO Please provide details,
1.17	Have the management duties in terms of the OHSAS been assigned by written appointment to specific individuals within your company?	YES/NO Please provide details of appointments in place.

2. TECHNICAL AND QUALITY ASSURANCE STANDARDS

2.1	Do you have a quality policy statement and Quality manual?	YES/NO Please provide a copy of the policy statement
2.2	Is your Quality Management aligned or certified to comply with the ISO 9001:2008?	YES/NO Please provide details
2.3	Would you be prepared to have your Quality Management system audited or modified according to requirements?	YES/NO Please give reasons if applicable
2.5	How do you record and classify incidents and non-conformances related to quality?	Please provide details
2.6	Does your company employ a Quality Manager and who does he/she report to?	YES/NO Please provide details of experience and qualifications of this individual
2.7	What ongoing training is conducted with regard to Quality?	Please provide details
2.10	Are you prepared to allow personnel to access your premises to perform a technical assessment of your capabilities?	YES/NO
2.11	How many different inspection agencies have visited your premises in the last 12 months	Please provide details
2.12	Do you have dedicated quality management resources and transparent processes to ensure quality in procured materials and equipment?	YES/NO Please provide a list of the dedicated resources and a description of the quality management processes.

NAME OF BIDDER	
POSITION	
AUTHORISED SIGNATORY	
DATE	

RFP - PART D

SUPPLIER CODE OF CONDUCT

ABBREVIATIONS, TERMINOLOGIES AND DEFINITIONS

ABBREVIATIONS	DEFINITIONS
B-BBEE	Broad-Based Black Economic Empowerment Act No 53 of 2003 as amended
CEO	Chief Executive Officer
CFO	Chief Financial Officer
GMA	Gautrain Management Agency
MANCO	GMA Management Committee
PFMA	Public Finance Management Act No. 1 of 1999 as amended
PPPFA	Preferential Procurement Policy Framework Act No. 5 of 2000
SCM	Supply Chain Management

TERMINOLOGIES	DEFINITIONS
---------------	-------------

Brand Identity	Means the outward expression of a brand (which is the Gautrain) which includes its name, trademark, communication and visual appearance.
Conflict of Interest	Means a situation where a GMA official or Service Provider or Bidder is in a position of authority which requires him/her to exercise judgment or make decisions, or to participate in a body such as a committee which makes decisions, on behalf of GMA and also has (personal, financial or other) interests or obligations that might interfere with or influence the exercise of his/her judgement.
Five Pillars of Procurement	Means the holding foundation of a procurement system which are - fair, equitable, transparent, competitive and cost effective as mentioned in the Constitution of the Republic of South Africa, Act 108 of 1996, Section 217.
Purchase Order	Means a legally binding document between a GMA and a Supplier, detailing the items/services that GMA agrees to purchase at a certain price point. It also outlines the delivery date and terms of payment.
Suppliers	GMA suppliers and service providers, and their employees, agents, and subcontractors, including prospective suppliers and service providers, as well as their employees, agents, and subcontractors. (Collectively referred to as "Suppliers").
Visual Elements	Means the logo and framework or architecture which specifies how it is used.

PURPOSE OF SUPPLIER CODE OF CONDUCT

The purpose of this code of conduct is to define behaviors and actions which GMA suppliers must commit to abide by during SCM processes, and, where applicable, the discharge of their contractual obligations towards the GMA.

APPLICABILITY/SCOPE

This code of conduct is applicable to all GMA Suppliers.

PREAMBLE

Whereas the GMA is committed to SCM processes that are fair, equitable, transparent, competitive, and cost effective, and to receiving value for money from all its Suppliers; the GMA desires to outline standards to which its Suppliers are required to adhere to. The GMA further expects its Suppliers to replicate these standards further down their supply chains.

5 INTRODUCTION

The GMA aims to conduct its business in a manner that is fair, equitable, transparent, competitive and cost effective (five pillars) as underpinned by Section 217 of Constitution of the Republic of South Africa, and its core values. The five pillars are not only a prescription of standards of behavior, ethics and accountability but are a statement of GMA's commitment to a procurement system which would enable the emergence of sustainable small, medium and micro business and sustainable environment, consequently adding to the common wealth of GMA and its stakeholders.

This Code of Conduct captures the principles that the GMA expects its Suppliers to uphold. It contains globally aligned standards and guidance in each of the following areas:

- Ethics
- Labour
- Safety, Health, Environment and Quality; and
- Management Systems

6 ETHICS

Suppliers are expected to conduct their business in an ethical manner and act with integrity. Where unethical practice comes to light, a Supplier commits to taking appropriate action to report and remedy it. Ethical requirements include the following aspects without limitation:

6.1 Business Integrity

Suppliers are expected not to practice or tolerate any form of corruption, extortion, embezzlement, dishonesty, or unethical conduct of any kind. Consequently, Suppliers commit not offer or accept bribes or any other incentives that may nullify the Five Pillars of Procurement. A Supplier is expected not to donate, on behalf of the GMA, the GMA's employees/ agents/ board members, or offer or accept any gratification that may appear to be aimed at influencing a decision of the GMA or the GMA's current and potential business partners in the Supplier's favour. Suppliers are, furthermore, required to comply with all legal requirements applicable to them.

6.2 Conflict of Interest

Suppliers must avoid potential or actual conflict of interest. GMA must not deal directly or indirectly, with any Supplier with a conflict of interest that has been established. In the event of a Supplier becoming aware of any potential interest, during the course of a procurement process, negotiating the Supplier agreement or performing the Supplier's contractual obligations, the Supplier shall declare the interest to the GMA's management who shall take appropriate action to conduct a materiality assessment of the declared interest depending on the

particular circumstances of each case. Where conflict is established management shall continue to give effect to the foregoing principle.

Failure to disclose known interest by the Supplier or submitting a false declaration shall be perceived as an attempt by the Supplier to abuse GMA SCM policies and result in disqualification from the procurement process or cancellation of contract.

6.3 Fair Competition

Suppliers shall not engage in collusive bidding, price fixing, price discrimination, or other unfair trade practices not in line with fair competition and in accordance with all applicable anti-competition laws that govern the jurisdiction in which it conducts business.

6.4 Privacy and Intellectual Property

Suppliers must safeguard and maintain confidential and proprietary information or trade secrets of the GMA and use such information only for the authorised purpose. Suppliers shall, to the foregoing end, implement measures aimed at restricting access to the GMA's confidential and proprietary information to persons requiring such access for the purpose of discharging the Supplier's obligations towards the GMA.

6.5 Reputation Management

Suppliers must acknowledge the importance and relevance of the Gautrain Brand Identity (the Brand) and visual identity. Suppliers shall, to the foregoing end, follow relevant GMA policies, procedures, directions and guidelines to ensure that the Brand and corporate visual elements is reflected positively and appropriately in order to maintain a good reputation of the GMA.

7 LABOUR AND HUMAN RIGHTS

Suppliers are expected to give effect to the human rights of their employees and treat them with dignity and respect. This includes the following aspects without limitation:

7.1 Diversity and Inclusion

The GMA encourages Suppliers to provide an inclusive and supportive working environment and to exercise diversity when it comes to their employees as well as their decisions to select subcontractors. Suppliers are expected to act lawfully in this regard.

7.2 Child Labour Avoidance

The GMA does not subscribe to child labour. Suppliers must, therefore, comply with all minimum working age laws or regulations and not use child labour. Suppliers cannot employ anyone under the legal minimum working age for employment. The GMA only supports the development of legitimate workplace apprenticeship programs, for the educational benefit of young people, and will not do business with those who abuse such systems. Workers under the legal working age cannot perform hazardous work and may be restricted from night work, with consideration given to educational needs.

7.3 Freedom of Association

Suppliers must comply with all applicable laws that pertain to freedom of association and collective bargaining and will not discriminate on the basis of affiliation or non-affiliation. Suppliers will respect employees' rights to seek representation and will not disadvantage employees who act as workers' representatives.

7.4 Abuse/Harassment/Disciplinary Action

While the GMA recognizes and respects cultural differences, Suppliers are required to provide their employees a workplace free of harsh and inhumane treatment, without any sexual harassment, sexual abuse, corporal punishment or

torture, mental or physical coercion or verbal abuse of employees or threat of any such treatment. Suppliers must treat all employees with respect and dignity and comply with applicable legislation on disciplinary practices.

7.5 Fair and Equal Treatment

Suppliers' terms and conditions of employment, including hiring, training, working conditions, compensation, benefits, promotions, discipline, termination or retirement are based on the individual's qualifications, performance, skills and experience.

7.6 Forced Labour

Suppliers will employ all employees on a voluntary basis and do not use any prison, slave, bonded, forced labour or engage in any other forms of slavery or human trafficking.

7.7 Working Hours

Suppliers commit to complying with all applicable laws regarding regular working hours, rest periods and overtime hours. Suppliers will not force employees to work overtime and employees will not be punished, penalised or dismissed for refusing to work overtime.

7.8 Compensation and Benefits

Suppliers will fairly compensate all employees by providing wages and benefits in accordance with all applicable laws.

8 SAFETY, HEALTH, ENVIRONMENT AND QUALITY

Suppliers are expected to provide a safe and healthy working environment and, if applicable, safe and healthy company living quarters, and to operate in an environmentally responsible and efficient manner. Suppliers will comply with all applicable laws and regulations pertaining to health, safety, environment and quality in the workplace. GMA recognizes its social responsibility to protect the environment and

expects its Suppliers to share its commitment by responding to challenges posed by climate changes and working toward protecting the environment. Suppliers commit to continuously strive to improve performance in all these areas by integrating sound safety, health and quality management practices into all aspects of business without limitation:

8.1 Occupational Health and Safety

Suppliers will protect their employees from any chemical, biological and physical hazards and physically demanding tasks in the workplace as well as from risks associated with any infrastructure used by their employees. Suppliers will provide appropriate controls, safe working procedures and preventative maintenance and necessary technical protective measures to mitigate health and safety risks in the workplace.

8.2 Product Safety

Suppliers will make available material safety data sheets containing all necessary safety-relevant information for all hazardous substances and will be provided to GMA and other parties in case of legitimate need.

8.3 Resource Conservation and Climate Protection/Waste and Emissions

Suppliers will minimise or eliminate negative impact on the environment and climate at their source or by practices such as the modification of production, maintenance and facility processes, material substitution, conservation, recycling, material reutilisation, use of climate-friendly products, processes to reduce power consumption and greenhouse gas emissions. Suppliers will have systems in place to ensure safe handling, movement, storage, recycling, reuse and management of waste, air emissions and wastewater discharges. Suppliers will have systems in place to prevent or mitigate accidental spills and releases into the environment.

8.4 Quality Requirements

Suppliers will meet generally recognised or contractually agreed quality requirements in order to provide goods and services that consistently meet GMA's needs, perform as warranted and are safe for their intended use.

9 MANAGEMENT SYSTEMS

Suppliers are encouraged to fulfil the expectations set forth in this Supplier Code of Conduct by implementing management systems to facilitate compliance with all applicable laws and to promote continuous improvement and sustainability performance. Suppliers must communicate the principles set forth in this Supplier Code of Conduct to their employees and supply chains, and are expected to take disciplinary action against any of its employee or business partner, involved in discharging the Supplier's obligations towards the GMA, who acts contrary to the letter or spirit of this Code of Conduct.

Suppliers are expected to self-monitor and demonstrate their compliance with this Code of Conduct. Where non-compliance is detected, the GMA may, at its sole discretion:

- immediately remove from GMA premises, a Supplier who behaves in a manner that is inconsistent with this Code of Conduct or any GMA policy; or
- suspend any Purchase Order from the Supplier until satisfactory corrective action is implemented;
- terminate its relationship with the Supplier;
- facilitate the listing of the Supplier in the National Treasury Register of Restricted Suppliers or its equivalent; and/or
- report the Supplier to appropriate authorities or associations.

Suppliers are responsible for prompt reporting of actual or suspected fraud, corruption, theft, financial misconduct, dishonesty, or unethical conduct, relating to SCM processes in which they are involved, or the discharge of their contractual obligations towards the GMA, to the GMA's management, or the GMA's Fraud Hotline.

10 ROLES AND RESPONSIBILITIES

Responsibility	Designation	Level of Responsibility / Accountability
Accounting Officer	Chief Executive Officer (CEO)	<ul style="list-style-type: none"> The Chief Executive Officer is responsible for articulating the core values for the GMA.
Responsible Authority	Chief Financial Officer (CFO)	<ul style="list-style-type: none"> Responsible for communicating this code to the Suppliers and providing guidance on the management of exceptions to this code. Responsible for implementing suitable systems to support the implementation of this code of conduct.
Executing Authorities	All GMA employees and Suppliers	<ul style="list-style-type: none"> Responsible for upholding and putting into action this code of conduct. Responsible for ensuring compliance and reporting non-compliance to this code of conduct.
Administrative/Revisions/ Amendments Responsibility	Executive Manager: SCM	<ul style="list-style-type: none"> Responsible for the annual review of the code and/or amending of the code as necessary.
Enquiries	Chief Financial Officer (CFO)	<ul style="list-style-type: none"> Responsible for the overall management and implementation of GMA SCM policies. Proposed Corrections and/or amendments to this document must be forwarded to

		the Executive Manager: SCM in the Finance Department.
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11 RELATED DOCUMENTS

Content of this Code of Conduct is informed by the following legal standards:

- i. The Constitution of the Republic of South Africa, act 108 of 1996, Section 217;
- ii. Occupational Health and Safety Act, 1993;
- iii. Public Finance Management Act (PFMA) of 1999;
- iv. Preferential Procurement Policy Framework Act (PPPFA) of 2000 and its related Regulations;
- v. Construction Industry Development Board Act of 2000 and its related Regulations;
- vi. Prevention and Combating of Corrupt Activities Act of 2004;
- vii. Gautrain Management Act of 2006;
- viii. Broad-Based Black Economic Empowerment Act (B-BBEE) and Codes of Good Practice of 2013 and its related Regulations;
- ix. GMA Supply Chain Management Policy;
- x. GMA Fraud Prevention and Whistle Blowing Policy;
- xi. GMA Brand Policy; and
- xii. GMA Strategic Plan for 2018/19 to 2020/21.

12. REVIEW OF THE SUPPLIER CODE OF CONDUCT

This will be reviewed as and when there are regulatory or GMA business changes which impact on the principles articulated in this document.

The bidder hereby declares to comply with the GMA Supplier Code of Conduct.

NAME OF BIDDER	
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POSITION	
AUTHORISED SIGNATORY	
DATE	