

REQUEST FOR PROPOSAL

RFP REFERENCE NUMBER.: GMA/001/24

**THE APPOINTMENT OF THE GAUTRAIN MANAGEMENT AGENCY'S PANEL OF ATTORNEYS
FOR THE PERIOD OF FIVE(5) YEARS**

The GMA seeks:

to appoint suitably qualified law firms to form a panel of attorneys to assist the Compliance and Legal unit for the period of five years.

DATE OF ISSUE:	16 JULY 2024
BRIEFING SESSION DATE:	NONE
CLOSING DATE FOR SUBMITTING QUESTIONS:	02 AUGUST 2024
CLOSING DATE FOR TENDER SUBMISSION:	08 AUGUST 2024
CLOSING TIME:	11H00

CONTENTS

GAUTRAIN MANAGEMENT AGENCY – REQUEST FOR PROPOSAL

	Page
Definitions.....	5
Interpretations.....	6
RFP PART A	
Introduction.....	7
RFP Objectives.....	8
Indicative project timetable.....	8
Submission of tenders.....	9
Rules governing this RFP and the Tendering Process	
Application of rules.....	10
REQUEST FOR PROPOSAL	
Status.....	10
Accuracy.....	11
Additions and amendments to RFP.....	11
Representations.....	12
Confidentiality.....	12
Communication during the tender process	
Requests for clarification and further information.....	12
Unauthorized communications.....	13
Improper assistance, fraud and corruption.....	13
Anti-competitive conduct.....	14
Complaints about the tendering process.....	14
Conflict of interest.....	15
Late Tenders.....	15

Tender documents

Bidders Responsibilities.....	15
Preparation of tenders.....	16
Illegible content, alterations and erasures.....	16
Obligation to notify errors.....	17
Responsibility for tendering costs.....	17
Disclosure of tender contents and tender information.....	17
Use of tenders.....	18
Period of validity.....	18
Status of tender.....	18

Tender Response

Compliance with Specification.....	19
General.....	20
Alternative tender.....	20
Innovative Solutions.....	21

Contract Disclosure Requirements

Disclosure of information.....	21
Trade secrets.....	21
Unreasonable disadvantage.....	22

Evaluation of tenders

Evaluation process.....	22
Evaluation criteria format.....	23
Functionality evaluation.....	24
Price evaluation.....	24
B-BBEE evaluation.....	25

Total Points Awarded	25
Clarification of tenders.....	25
Discussion with Bidders.....	26
Best and final offers.....	26
Successful Tenders	
No legally binding contract.....	27
Pre-contractual negotiations.....	27
No obligation to enter into contract.....	27
Additional rules.....	28
Bidder Warranties.....	28
GMA's Rights.....	28
Governing Laws.....	29
Inconsistency.....	29
RFP PART B – TENDER TERMS OF REFERENCE.....	30
RFP PART C – BIDDERS DECLARATION AND RESPONSE.....	64
CSD Central Supplier Database report.....	67
SBD1(A) Bidding submission	68
SBD1(B) Bidding submission	70
SBD 3.1 Pricing Schedule.....	71
SBD 3.2 Pricing Declaration.....	72
SBD 4 Declaration of Interest.....	74
SBD 6.1 Preferential Points Claim Form.....	77
SHE Safety, Health and Environment.....	84
RFP PART - D SUPPLIER CODE OF CONDUCT	86

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 supply, deploy and maintain a Public Transport Contact Centre Management System.

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 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.

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/001/24) in order to appoint a suitably qualified and experienced panel of attorneys for the period of five (5) years as specified in this RFP PART B – Terms of Reference.
4. The appointment of a successful service provider is subject to conclusion of a service level agreement between the GMA and the service provider.

RFP OBJECTIVES

The objective of the tender is to appoint a list of qualified and experienced law firms to the Gautrain Management Agency's panel of attorneys for a period of five (5) years.

INDICATIVE PROJECT TIMETABLE

ACTIVITY	DATE
Issue of RFP	16 July 2024
Briefing Session Date	N/A
Closing Date for submitting questions	02 August 2024
Closing Date and Time	08 August 2024 at 11h00
Intended completion of evaluation of tenders	31 October 2024
Intended formal notification of successful Bidders	02 December 2024
Effective date of contract	01 February 2025

**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>24hours/7days. Submission of bid proposal will t 11h00 on 08th of August 2024</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>

	Bids that are in draft status at the closing date and time shall be considered as non-submission.
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RULES GOVERNING THIS RFP AND THE TENDERING PROCESS

APPLICATION OF RULES

5. Participation in the tender process is subject to compliance with the rules contained in this RFP Part A.
6. 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.
7. All Bidders are deemed to accept the rules contained in this RFP Part A.
8. 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

9. This RFP is an invitation for service provider/s to submit a proposal(s) for the provision of the services as set out in the Specification contained in this RFP Part B. Accordingly, this RFP must not be construed, interpreted, or relied upon, whether expressly or implied, as an offer capable of acceptance by any person(s), or as creating any form of contractual, promissory or other rights.

10. No binding contract or other understanding for the supply of the Services will exist between the GMA and any Bidder unless and until the Agency has executed a formal written contract with the successful Bidder.

ACCURACY OF REQUEST FOR PROPOSAL

11. 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.
12. 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).
13. 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

14. 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.
15. If the GMA exercises its right to change information in terms of clause 22, it may seek amended Tenders from all Bidders.

REPRESENTATIONS

16. 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

17. 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

18. 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 .
19. 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).
20. 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.
21. 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.
22. 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).

23. 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

24. Bidders may not contact (including promotional or advertising activities) any GMA staff or Advisors of GMA except through the channel in clause 21 above on any matter pertaining to the bid from the time when the bid is advertised to the time the bid is awarded. Communicating with any GMA staff or Advisors of GMA except through the channel in clause 21 above will be perceived as an effort by a bidder to influence bid evaluation, bid comparisons or bid award decisions in any manner, and will result in rejection of the bid concerned. Nothing in this clause is intended to prevent communications with staff of, or advisors of the GMA to the extent that such communications do not relate to this RFP or the Tendering Process.
25. 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

26. 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.
27. The GMA may in its absolute discretion, immediately disqualify a Bidder that it believes has sought or obtained such improper assistance.
28. 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.
29. 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

30. 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.
31. 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.
32. 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

33. 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.
34. 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.

35. 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

36. 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.
37. 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.
38. 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.
39. 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

40. 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.
41. 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 the National Treasury Instruction Note on *Enhancing Compliance Monitoring and Improving Transparency and Accountability in Supply Chain Management*, publish (on the internet or otherwise):
 - a. The names of all Bidders that submitted bids in relation to this RFP within 10 (Ten) working days after the closing date of this RFP, if the bid is above the threshold value of R1 million; and
 - b. on award of the bid, the name of the successful Bidder, the contract price, B-BEE 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, 2000 (Act No. 5 of 2000), Preferential Procurement Regulations 2022 and the approved GMA SCM Policy.
93. Evaluation will be based on a point system and three-stage evaluation process. As a pre-requisite, a bid must comply with the requirements of the bid solicitation and meet the pre-qualification/mandatory requirements (if any) before being evaluated further to the second stage. The minimum threshold of the functionality evaluation criteria must also be met in order for the bid to be declared responsive and acceptable and qualify to the third evaluation stage.
94. The value of this bid is estimated to be above R 50,000,000 and therefore the 90/10 preference point system shall apply. The following is the weighting awarded for each element, and the threshold score.

Evaluation element	Weighting	Threshold score
Technical proposal	100	75 Points
Specific goals	10	N/A
Price proposal	90	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, Paragraph 6 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. The minimum threshold for functionality is indicated in clause 94. Bids that do not meet this threshold will be disqualified from further evaluation.

97. Thereafter, only the qualifying bids will be evaluated in terms of the 90/10 preference point system, where a maximum of 90 points are allocated for price and a maximum of 10 points are allocated in respect of Specific Goals.

PRICE EVALUATION

98. Price points will be calculated on the total price proposed solution as per terms of reference, using the following formula:

$$Ps = 90 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where:

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

PREFERENCE EVALUATION

99. Ten (10) points are allocated for preference (Specific Goals). B-BBEE rating certificates and affidavits signed under oath are the Specific Goals applicable for this tender. Preference points will be allocated in terms of the BBEE Codes of Good Practice guideline as indicated in the following table.
100. To claim Preference points, Bidders must submit the duly completed and signed SBD6.1 and a valid BBEE Certificate or affidavit signed under oath which will be verified.

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

TOTAL POINTS AWARDED

101. The total points scored by a bidder to determine the winning Bidder will be calculated by adding the points attained for preference (Specific Goals) 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.

TERMS OF REFERENCE

1. PURPOSE

The purpose of this Request for Proposal ("RFP") is to solicit proposals from suitably qualified and resourced law firms to be appointed on the Gautrain Management Agency panel of attorneys to render legal services on an ad hoc basis for a period of five (5) years.

2. BACKGROUND INFORMATION OF THE GAUTRAIN

2.1. GENERAL DESCRIPTION OF THE GMA

2.1.1 The main objective of the GMA in terms of the GMA Act is to manage, coordinate and oversee the Gautrain. In order to do so, the GMA must:

- a) assist the Gauteng Provincial Government ("GPG") in implementing Gautrain and achieving its objectives;
- b) 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;
- c) enhance the integration of Gautrain with other transport services and Public Transport Plans;
- d) promote and maximize the Socio-Economic Development ("SED") and BBBEE
- e) objectives of the GPG in relation to Gautrain;
- f) liaise with and promote co-operation between government structures in all three spheres of Government in relation to Gautrain;
- g) manage assets relating to Gautrain and promote their preservation and maintenance;
- h) manage the finances of the Gautrain and the financial securities provided by the Concessionaire;
- i) monitor the policy and legislative environment of the Gautrain; and
- j) assist or act on behalf of any organ of state, when so requested, in realising its integrated public transport and rail-related objectives and in protecting its interests and managing the assets, finance and financial

securities of such organ of state.

2.1.2 The GMA must conduct its function in terms of the act by:

- a) carrying out the duties assigned to it by this Act, the National Railway Safety Regulator Act, 2002 (Act 16 of 2002) or any applicable law;
- b) exercising the rights and perform the duties of the Province in terms of concession agreements;
- c) managing and overseeing concession agreements on behalf of the Province;
- d) acting as agent of the Gauteng MEC of Transport and Logistics ("MEC") under section 56(2) of the Gauteng Transport Infrastructure Act, 2001 (Act 8 of 2001) in relation to protection of the rail reserve and other provincial transport infrastructure involved in the Project;
- e) establishing and operating information and management systems for the Project;
- f) liaising and exchanging information with institutions, authorities or professional bodies regarding rail matters in South Africa or in other countries; and
- g) performing any other function related to transport service that may be assigned to the GMA by the MEC from time to time.

3. SCOPE OF SERVICES REQUIRED

3.1. The GMA Compliance and Legal Services Unit ("the Unit") is responsible for rendering sound, practical, objective, and cost-effective legal services to the GMA. The Unit is responsible for ensuring that the GMA's legal risks are proactively managed, for implementing measures aimed at reducing the risk of litigation, and for managing litigious and non-litigious matters involving the GMA and the Gauteng Province, relating to the Gautrain System. The Unit is also responsible for assisting the GMA with projects relating to, amongst others, the Gautrain Rapid Rail System, as well as public transport and rail related projects pertaining to the Gauteng Province.

3.2. The GMA requires service providers to render legal services to it, as and when required

by the GMA for a period of five (5) years.

- 3.3. Bidders must indicate in their proposals which service category/ categories, stipulated in Table 1 below, they are bidding for. Failure to indicate the service category/categories which bidders are bidding for, such bids will not be considered.

Table 1: Service Categories

SERVICE CATEGORIES	
1.	Public Private Partnerships
2.	Structured Finance Transactions
3.	Project Finance Transactions
4.	Corporate Law and Corporate Finance Transactions
5.	Public Law
6.	Construction and Engineering Law
7.	Intellectual Property Law
8.	Labour Law
9.	Commercial Law
10.	Environmental Law
11.	Planning and Property Law
12.	Litigation and Dispute Resolution

- 3.4. The bidder must provide the required response/ information to the evaluation criteria for each service category the bidder is bidding for.
- 3.5. Successful bidders will be expected to enter into individual Service Level Agreements with the GMA, in terms of which they will render legal services to the GMA.
- 3.6. The GMA is desirous of promoting broad-based black economic empowerment, and development of EMEs and QSEs in the industry within which it operates. Within the context of supplier development, the GMA may consider facilitating twinning arrangements between law firms. The GMA shall, where necessary, request Category 2 law firms to twin with Category 1 law firms, Category 3 law firms to twin with Categories 1 and/or 2 law firms. The terms and conditions of the twinning arrangement will be determined by the GMA after/in consultation with the relevant law firms. The GMA, thus seeks to appoint firms in the following categories:

Table 2: Law Firms Category

FIRM CATEGORY	DEFINITION
---------------	------------

Category 1: Exempted Micro Enterprise	Firm with annual turnover of less than R10 million
Category 2: Qualifying Small Medium Enterprise	Firm with annual turnover greater than R10 million but below R50 million
Category 3: Large Enterprise	Firm with annual turnover greater than R50 million

- 3.7. The bidder must indicate, in its proposal, the relevant category within which it falls.
- 3.8. For the purpose of achieving the object expressed in paragraph 3.5 above, the evaluation criteria, outlined in paragraph 6.3.5.1 below, will be used for category 1 and 2 law firms; and evaluation criteria outlined in paragraph 6.3.5.2 below, will be used for category 3 law
- 3.9. The law firms must sign a declaration form (Annexure 3) confirming commitment and acceptance of the twinning arrangement.

4. PROJECT TIMELINES

Successful bidders will, subject to their adherence to the Service Level Agreement, be on the GMA's panel of attorneys for a period of five (5) years, from the effective date of appointment. Despite any termination/ expiry of the Service Level Agreement between a particular law firm and the GMA, a successful bidder shall be expected to finalise all matters relating to an instruction issued, prior to such termination/expiry.

5. SUBMISSION CRITERIA

Bidders must demonstrate understanding of the services required by this RFP by returning their bid proposals inclusive of the following information that forms part of the bid evaluation:

5.1. Company Experience

5.1.1. Categories 1 and 2 Law Firms -

Bidders should demonstrate five (5) or more years of the law firm's experience to provide legal services in the service category that a bidder is bidding for.

5.1.2. Category 3 Law Firm -

Bidders should demonstrate ten (10) or more years of the law firm's experience to provide legal services in the service category that a bidder is bidding for.

5.1.3. Bidders must submit reference letters demonstrating relevant transactions/matters (attested to through letter(s) of reference on client's letterhead not older than three (3) years and signed by authorised person of such client/s) that the bidder has handled, in the format outlined in **Annexures 1 (A-L)** of this document, which is relevant to the category a bidder is bidding for. The letter(s) from clients should reflect services rendered in each category relevant to what the bidder is bidding for. Should the reference letter/s not comply with the aforesaid requirements, such letter/s will not be considered.

5.1.4. **Categories 1 and 2 Law Firms -**

Three (3) matters/ transactions supported by reference letters are required to be submitted per category.

5.1.5. **Category 3 Law Firm -**

Five (5) matters/transactions supported by reference letters are required to be submitted per category.

5.1.6. The matters referred to in paragraphs 5.1.4 and 5.1.5 may refer to one or multiple clients, including the reference letters.

5.1.7. The GMA reserves the rights to verify the supplied reference letters.

5.2. Personnel Experience

5.2.1. Bidders must provide experience of the individuals that will be responsible for providing the legal services in the service category that a bidder is bidding for.

5.2.2. **Categories 1 and 2 Law Firms -**

Bidders should demonstrate:

- a) six (6) or more years of their Leads' experience to provide legal services in the service category that a bidder is bidding for; and
- b) three (3) years or more of the individual team members, in the format outlined in **Annexures 2A and 2B**.

5.2.3. **Category 3 Law Firm –**

Bidders should demonstrate:

- a) ten (10) or more years of their Leads' experience to provide legal services in the service category that a bidder is bidding for; and
- b) five (5) years or more of the individual team members, in the format outlined in **Annexures 2A and 2B**.

5.2.4. Bidders must provide details of relevant transactions/matters that the individuals

handled or are handling and specialist educational qualifications of individual lead attorney, with not less 3 months certified proof of qualifications upon bid submission, in each service category the bidder is bidding for in the format outlined in **Annexures 2A & 2B** of this RFP document.

5.3. Capacity of the Bidders

5.3.1. Bidders must demonstrate the following human resource capacity in the category that a bidder is bidding for, in the format outlined in **Annexures 2A & 2B** of this document, to support the provision of the services:

- 5.3.1.1. Lead Attorney who must be a Director/Partner/Senior Associate;
- 5.3.1.2. Attorneys; and/or
- 5.3.1.3. Candidate Attorneys

5.4. Skill Transfer

5.4.1. In instances where a twinning arrangement is required, the relevant law firms must submit Skills Transfer Plan methodology on how they will transfer the skills to the other law firms.

5.4.2. In addition, the relevant law firms must submit Skills Transfer Plan methodology on how they will transfer the skills to the GMA.

6. EVALUATION CRITERIA

6.1. Stage 1 Evaluation of Bids: Mandatory/ Disqualification Requirements

6.1.1. Bidders must provide the following mandatory documents with their bids, failure which will result in disqualification:

Table 3: Mandatory Requirements

MANDATORY REQUIREMENT	COMPLY	NOT COMPLY
Physical Office <ul style="list-style-type: none">- Bidders must submit proof in the form of municipal statements, or valid Lease Agreements, or duly commissioned affidavits.		

<p>Certificate of Good Standing</p> <ul style="list-style-type: none"> - Bidders must submit a valid Certificate of Good Standing from the Legal Practice Council of South Africa in respect of the directors, partners, associates, and attorneys to be assigned to attend to the GMA's matters. The Certificate of Good Standing should not be older than six (6) months on the closing date of this bid. 		
<p>Fidelity Fund Insurance</p> <ul style="list-style-type: none"> - Bidders must submit proof of Fidelity Fund Insurance in respect of the Individual directors/ partners to be assigned to attend to the GMA's matters. 		
<p>Declaration of Openness to Twinning Assignments</p> <ul style="list-style-type: none"> - The law firms must sign a declaration form (Annexure 3) confirming commitment to accept a twinning arrangement . 		

6.2. Stage 2 Evaluation of Bids: Administrative Compliance

- 6.2.1. Bidders must submit fully completed and signed Standard Bidding Documents ("SBDs") with their bids. If a bidder fails to provide the completed and signed SBD's on a specified given time, it will result in disqualification of the bid.
- 6.2.2. Bidders must provide latest CSD Report, valid tax certificate or SARS tax pin, valid B-BBEE certificate accredited by SANAS or sworn affidavits issued by the Department of Trade and Industry or Companies and Intellectual Property Commission("CIPC") or in a similar format complying with commissioner of oath Act, and must complete and sign the Supplier Code of Conduct which is Part D of this RFP document.

6.3. Stage 3 Evaluation of Bids: Functionality/Technical Evaluation

- 6.3.1. 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 per category and

scored out of 100 (one hundred) points, with a minimum threshold of seventy five (75) points.

6.3.2. The functionality of the bids will be evaluated based on the criteria indicated in Tables 4 and 5 below.

6.3.3. The weight of each sub-criteria represents total points obtainable, therefore if a Bidder submits as per the minimum requirements presented in Section 3 of the RFP, 75 points of the total weight indicated in Tables 4 and 5 will be applicable.

6.3.4. The maximum attainable points are 100.

6.3.5. Bids that do not meet or better the minimum threshold score of 75 points, in their respective category, will not be evaluated further.

6.3.5.1. The evaluation criteria for Exempted Micro-Enterprises and Qualifying Small Enterprises category is shown in Tabel 4 below:

Table 4: Evaluation Criteria for Categories 1 and 2 law firms (Exempted Micro-Enterprises and Qualifying Small Enterprises)

EVALUATION CRITERIA		SUB-CRITERIA	SUB-WEIGHT	WEIGHT
1. Bidder's Experience (Firm Experience)	Demonstrable Years of experience of the bidding firm in each service category that the bidder is bidding for	No experience or experience less than 1 year.	0	20
		Greater than or equal to 1 year, and less than 3 years	6	
		Greater than or equal 3 years, and less than 5 years	10	
		Greater than or equal to 5 years, and less than 6 years	15	
		Greater than or equal to 6 Years, and less than 8 years	16	
		Greater than or equal to 8 years and more	20	

	Details of relevant transactions/ matters (attested to through letter(s) of reference) that the bidder has handled, in the format outlined in Annexures 1 (A-L) of this document, are provided. The recommendation from clients should reflect services rendered in each category the bidder is bidding in past ten years:	0 matter & 0 letter	0	30
		1 matter with 1 letter	9	
		2 matters with 2 relevant letters	15	
		3 matters with 3 relevant letters	22,5	
		4 matters with 4 relevant letters	24	
		5 matters or more & 5 relevant letters or more	30	
2. Dedicated Team Qualifications and Experience	Specialist educational qualifications of individual lead attorney, with proof of qualifications, in each service category the bidder is bidding for:	No Post-Graduate Specialist qualifications	0	5
		Post-Graduate Specialist Diploma or equivalent	3	
		Masters/Doctorate Degree	5	
	Demonstrable years of experience of the individual lead attorney in each service category	No experience	0	20
		Greater than or equal to 2 years, and less than 4 years post-admission experience	6	

	the bidder is bidding for, in the format outlined in Annexure 2:	Greater than or equal to 4 years, and less than 6 years post-admission experience	10	
		Greater than or equal to 6 years, and less than 7 years post-admission experience	15	
		Greater than or equal to 7 Years, and less than 10 years post-admission experience	16	
		Greater than or equal to 10 Years and more, post-admission experience	20	
	Demonstrable years of experience of the individual team members in each service category the bidder is bidding for, in the format outlined in Annexure 2B:	No experience	0	15
		Greater than 1 year, and less than 2 years post-admission experience	4,5	
		Greater than 2 years, and less than 3 years post-admission experience	7,5	
		Greater than or equal to 3 years, and less than 4 years post-admission experience	11,5	
		Greater than or equal to 4 years, and less than 5 years post-admission experience	12	
		Greater than or equal to 5 years and more, post-admission experience	15	

3. Capacity	Human resource capacity in each category that a bidder is bidding for, as illustrated in Annexures 2A and 2B:	No Lead Attorney	0	10
		Only Lead Attorney	3	
		Lead Attorney and 1 Attorney	5	
		Lead Attorney and 2 Attorneys	7,5	
		Lead Attorney and 3 Attorneys	8	
		Lead Attorney and 4 or more Attorneys	10	
TOTAL POINTS				100
MINIMUM THRESHOLD				75

6.3.5.2. The evaluation criteria for Large Enterprises category is shown in Tabel 5 below:

Table 1: Evaluation Criteria for Category 3 law firms (Large Enterprises)

EVALUATION CRITERIA		SUB-CRITERIA	SUB-WEIGHT	WEIGHT
1. Bidder's Experience (Firm Experience)	Demonstrable Years of experience of the bidding firm in each service category that the bidder is bidding for	No experience	0	25
		Greater than or equal to 1 year, and less than 5 years	7,5	
		Greater than or equal 5 years, and less than 10 years	12,5	

		Greater than or equal to 10 years, and less than 12 years	18,75	
		Greater than or equal to 12 Years, and less than 15 years	20	
		Greater than or equal to 15 years and more	25	
	Details of a minimum of five relevant transactions/ matters that the bidder has handled in any service category that the bidders are bidding for, in the format outlined in Annexures 1 (A-L) of this document. The recommendation, in a form of letters, from clients should reflect services rendered in each category the bidder is bidding for	0 matter & 0 letter	0	25
		2 matters with 2 letters	7,5	
		3 matters with 3 relevant letters	12,5	
		4 matters with 4 relevant letters	18,75	
		5 matters with 5 relevant letters	20	
		6 matters or more & 6 relevant letters or more	25	
2. Dedicated Team	Specialist educational	No Post-Graduate Specialist qualifications	0	5

Qualifications and Experience	qualifications of individual lead attorney, with proof of qualifications, in each service category the bidder is bidding for	Post-Graduate Specialist Diploma or equivalent	3	
		Masters/Doctorate Degree	5	
	Demonstrable years of experience of the individual lead attorney in each service category the bidder is bidding for, in the format outlined in Annexure 2	No experience	0	20
		Greater than or equal to 1 year, and less than 5 years post-admission experience	6	
		Greater than or equal to 5 years, and less than 10 years post-admission experience	10	
		Greater than or equal to 10 years, and less than 12 years post-admission experience	15	
		Greater than or equal to 12 Years, and less than 15 years post-admission experience	16	
		Greater than or equal to 15 Years and more, post-admission experience	20	
		No experience	0	5

	Demonstrable years of experience of the individual team members in each service category the bidder is bidding for, in the format outlined in Annexure 2B	Greater than 1 year, and less than 3 years post-admission experience	1	
		Greater than 3 years, and less than 5 years post-admission experience	2	
		Greater than or equal to 5 years, and less than 6 years post-admission experience	3	
		Greater than or equal to 6 years, and less than 7 years post-admission experience	4	
		Greater than or equal to 7 years and more, post-admission experience	5	
3. Capacity	Human resource capacity in each category that a bidder is bidding for, as illustrated in Annexures 2A and 2B:	No Lead Attorney	0	15
		Lead Attorney and 1 Attorney	4,5	
		Lead Attorney and 2 Attorneys	7,5	
		Lead Attorney and 3 Attorneys	11,5	
		Lead Attorney and 4 Attorneys	12	
		Lead Attorney and 5 or more Attorneys	15	
4. Skills Transfer		No plan for skills transfer	0	5

	Submission of the bidder's Skills Transfer Plan to the GMA.	Detailed skills transfer plan.	5	
TOTAL POINTS				100
MINIMUM THRESHOLD				75

6.4. Stage 4 Evaluation of Bids: Price and Preference Point System

- 6.4.1. Bids that have met the minimum threshold of seventy-five points (75) on functionality evaluation shall be evaluated further on Price and Preference Point System.
- 6.4.2. The preference point system to be applied in this Tender is the 90/10 preference point system.
- 6.4.3. The bidders must submit their proposed hourly rates in respect of the individuals to be assigned to the GMA, using the format provided in **Annexure 4** of this RFP.

7. TASK/WORK ALLOCATION

- 7.1. Work will be distributed on a rotational basis and according to, inter alia, competencies and risk associated with the work to be carried.
- 7.2. The allocation of work will depend on the following:
 - 7.2.1. availability of work and budget; and
 - 7.2.2. GMA's risk assessment associated with the work to be carried out.
- 7.3. GMA reserves the right to go through a competitive open tender process in cases where it considers it to be the best sourcing option for that specific work or where there is insufficient number of shortlisted panel service providers in a specific category.

ANNEXURE 1(A):

BIDDERS' PAST AND CURRENT EXPERIENCE FOR SERVICE CATEGORY

Service Category	Public Private Partnerships
-------------------------	------------------------------------

Bidders must provide information in this Annexure for Public Private Partnership service category detailing the bidder's current and past experience, as it is necessary for bid evaluation in Section 6.3.5.1 and 6.3.5.2 of this RFP document.

Transaction/ Project Description	
Roles and Responsibility on the Project	
Transaction/Project Value	
Start Date	
End Date	
Name of Client	
Client Contact Details	Contact Name: Address: Telephone number: Email address:
Reference to supporting documentation:	

NB: Bidders must use **Annexure 1(A)** for Firms' experience only in Public Private Partnership service

ANNEXURE 1(B):

BIDDERS' PAST AND CURRENT EXPERIENCE FOR SERVICE CATEGORY

Service Category	Structured Finance Transactions
-------------------------	--

Bidders must provide information in this Annexure for Structured Finance Transactions service category detailing the bidder's current and past experience, as it is necessary for bid evaluation in Section 6.3.5.1 and 6.3.5.2 of this RFP document.

Transaction/ Project Description	
Roles and Responsibility on the Project	
Transaction/Project Value	
Start Date	
End Date	
Name of Client	
Client Contact Details	Contact Name: Address: Telephone number: Email address:
Reference to supporting documentation:	

NB: Bidders must use **Annexure 1(B)** for Firms' experience only in Structured Finance Transactions service

ANNEXURE 1(C):

BIDDERS' PAST AND CURRENT EXPERIENCE FOR SERVICE CATEGORY

Service Category	Project Finance Transactions
-------------------------	-------------------------------------

Bidders must provide information in this Annexure for Project Finance Transactions service category detailing the bidder's current and past experience, as it is necessary for bid evaluation in Section 6.3.5.1 and 6.3.5.2 of this RFP document

Transaction/ Project Description	
Roles and Responsibility on the Project	
Transaction/Project Value	
Start Date	
End Date	
Name of Client	
Client Contact Details	Contact Name: Address: Telephone number: Email address:
Reference to supporting documentation:	

NB: Bidders must use **Annexure 1(C)** for firms' experience only in Project Finance Transactions service

ANNEXURE 1(D):

BIDDERS' PAST AND CURRENT EXPERIENCE FOR SERVICE CATEGORY

Service Category	Corporate Law and Corporate Finance Transactions
-------------------------	---

Bidders must provide information in this Annexure for Corporate Law and Corporate Finance Transactions service category detailing the bidder's current and past experience, as it is necessary for bid evaluation in Section 6.3.5.1 and 6.3.5.2 of this RFP document.

Transaction/ Project Description	
Roles and Responsibility on the Project	
Transaction/Project Value	
Start Date	
End Date	
Name of Client	
Client Contact Details	Contact Name: Address: Telephone number: Email address:
Reference to supporting documentation:	

NB: Bidders must use **Annexure 1(D)** for Firms' experience only in Corporate Law and Corporate Finance Transactions service category.

ANNEXURE 1(E):

BIDDERS' PAST AND CURRENT EXPERIENCE FOR SERVICE CATEGORY

Service Category	Public Law
-------------------------	-------------------

Bidders must provide information in this Annexure for Public Law service category detailing the bidder's current and past experience, as it is necessary for bid evaluation in Section 66.3.5.1 and 6.3.5.2 of this RFP document.

Transaction/ Project Description	
Roles and Responsibility on the Project	
Transaction/Project Value	
Start Date	
End Date	
Name of Client	
Client Contact Details	Contact Name: Address: Telephone number: Email address:
Reference to supporting documentation:	

NB: Bidders must use **Annexure 1(E)** for Firms' experience only in Public Law service category.

ANNEXURE 1(F):

BIDDERS' PAST AND CURRENT EXPERIENCE FOR SERVICE CATEGORY

Service Category	Construction and Engineering Law
-------------------------	---

Bidders must provide information in this Annexure for Construction and Engineering Law service category detailing the bidder's current and past experience, as it is necessary for bid evaluation in Section 6.3.5.1 and 6.3.5.2 of this RFP document.

Transaction/ Project Description	
Roles and Responsibility on the Project	
Transaction/Project Value	
Start Date	
End Date	
Name of Client	
Client Contact Details	Contact Name: Address: Telephone number: Email address:
Reference to supporting documentation:	

NB: Bidders must use **Annexure 1(F)** for Firms' experience only in Construction and Engineering Law service category.

ANNEXURE 1(G):

BIDDERS' PAST AND CURRENT EXPERIENCE FOR SERVICE CATEGORY

Service Category	Intellectual Property Law
-------------------------	----------------------------------

Bidders must provide information in this Annexure for Intellectual Property Law service category detailing the bidder's current and past experience, as it is necessary for bid evaluation in Section 6.3.5.1 and 6.3.5.2 of this RFP document.

Transaction/ Description	Project	
Roles and Responsibility on the Project		
Transaction/Project Value		
Start Date		
End Date		
Name of Client		
Client Contact Details	Contact Name: Address: Telephone number: Email address:	
Reference to supporting documentation:		

NB: Bidders must use **Annexure 1(G)** for Firms' experience only in Intellectual Property Law service category.

ANNEXURE 1(H):

BIDDERS' PAST AND CURRENT EXPERIENCE FOR SERVICE CATEGORY

Service Category	Labour Law
-------------------------	-------------------

Bidders must provide information in this Annexure for Labour service category detailing the bidder's current and past experience, as it is necessary for bid evaluation in 6.3.5.1 and 6.3.5.2 of this RFP document.

Transaction/ Description	Project	
Roles and Responsibility on the Project		
Transaction/Project Value		
Start Date		
End Date		
Name of Client		
Client Contact Details	Contact Name: Address: Telephone number: Email address:	
Reference to supporting documentation: 		

NB: Bidders must use **Annexure 1(H)** for Firms' experience only in Labour Law service category.

ANNEXURE 1(I):

BIDDERS' PAST AND CURRENT EXPERIENCE FOR SERVICE CATEGORY

Service Category	Commercial Law
-------------------------	-----------------------

Bidders must provide information in this Annexure for Commercial Law service category detailing the bidder's current and past experience, as it is necessary for bid evaluation in Section 6.3.5.1 and 6.3.5.2 of this RFP document.

Transaction/ Description	Project	
Roles and Responsibility on the Project		
Transaction/Project Value		
Start Date		
End Date		
Name of Client		
Client Contact Details	Contact Name: Address: Telephone number: Email address:	
Reference to supporting documentation:		

NB: Bidders must use **Annexure 1(I)** for Firms' experience only in Commercial Law service category.

ANNEXURE 1(J):

BIDDERS' PAST AND CURRENT EXPERIENCE FOR SERVICE CATEGORY

Service Category	Environmental Law
-------------------------	--------------------------

Bidders must provide information in this Annexure for Environmental Law service category detailing the bidder's current and past experience, as it is necessary for bid evaluation in Section 6.3.5.1 and 6.3.5.2 of this RFP document.

Transaction/ Project Description	
Roles and Responsibility on the Project	
Transaction/Project Value	
Start Date	
End Date	
Name of Client	
Client Contact Details	Contact Name: Address: Telephone number: Email address:
Reference to supporting documentation:	

NB: Bidders must use **Annexure 1(J)** for Firms' experience only in Environmental Law service category.

ANNEXURE 1(K):

BIDDERS' PAST AND CURRENT EXPERIENCE FOR SERVICE CATEGORY

Service Category	Litigation and Dispute Resolution
-------------------------	--

Bidders must provide information in this Annexure for Litigations service category detailing the bidder's current and past experience, as it is necessary for bid evaluation in Section 6.3.5.1 and 6.3.5.2 of this RFP document.

Transaction/ Description	Project	
Roles and Responsibility on the Project		
Transaction/Project Value		
Start Date		
End Date		
Name of Client		
Client Contact Details	Contact Name: Address: Telephone number: Email address:	
Reference to supporting documentation:		

NB: Bidders must use **Annexure 1(K)** for Firms' experience only in Litigations service category.

ANNEXURE 1 (L):

BIDDERS' PAST AND CURRENT EXPERIENCE FOR SERVICE CATEGORY

Service Category	Planning and Property Law
-------------------------	----------------------------------

Bidders must provide information in this Annexure for Planning and Property Law category detailing the bidder's current and past experience, as it is necessary for bid evaluation in Section 6.3.5.1 and 6.3.5.2 of this RFP document.

Transaction/ Project Description	
Roles and Responsibility on the Project	
Transaction/Project Value	
Start Date	
End Date	
Name of Client	
Client Contact Details	Contact Name: Address: Telephone number: Email address:
Reference to supporting documentation: 	

NB: Bidders must use **Annexure 1 (L)** for Firms' experience only in Planning and Property Law

ANNEXURE 2 (A):

BIDDERS' PROPOSED LEAD ATTORNEY PER SERVICE CATEGORY.

In this Annexure bidders are required to provide information on the proposed Lead Attorneys to be assigned to the GMA, as it is necessary for bid evaluation in Section 6.3.6.1 and 6.3.6.2 of this RFP Part B.

Lead Attorney	Service Category	Qualifications	Years of Experience	Relevant Experience	
				Matters Worked on:	Client's Details:

ANNEXURE 2 (B):

BIDDERS' PROPOSED TEAM OF ATTORNEYS.

In this Annexure bidders are required to provide information on the proposed team of lawyers to be assigned to the GMA, as it is necessary for bid evaluation in Section 6.3.6.1 and 6.3.6.2 of this RFP document.

Name	Position/De signation	Qualifications	Years of Experience	Relevant Experience	
				Matters Worked on:	Client's Details:

ANNEXURE 3

DECLARATION OF OPENNESS TO TWINNING ASSIGNMENTS

The bidder hereby agrees that it is open to accepting twinning assignments where the GMA deems appropriate and practical to achieve transformation imperatives in line with its supplier development programme.

SIGNED at _____ on this _____ day of _____ 20____

SIGNATURE OF BIDDER'S DULY AUTHORISED REPRESENTATIVE

NAME OF THE BIDDER: _____

ANNEXURE 4

FEE RATES (EXCL. VAT)

FIXED HOURLY RATES (SUBJECT TO CPI ANNUAL INCREASE)				
(Any uncompleted part of an hour to be charged on a <i>pro rata</i> basis)				
Name	Position	Years post-admission	Hourly Rate	Maximum Daily Rate

DISBURSEMENTS AND COST-RECOVERY		
ITEM CATEGORY	AMOUNT	
Emails		
Telephone calls	Within South Africa	R
	Outside South Africa	R
Printing/ Copies	Black and white	R
	Colour	R
Couriers	Actual fare	
Travel	Own car	Prevailing AA per kilometre charge
	Gautrain	Actual fare
	E-hailing service provider	
	Car Hire	Class B prevailing rates
	Air travel	Actual economy class ticket fare
	Accommodation	Three-star accommodation
	Breakfast/ Dinner	Actual costs, excluding alcoholic beverages, capped at R200 per person per seating
	Travel time	Half of applicable hourly rates specified above

8. CONTRACT PERIOD

The appointed panel of law firms will enter into a Memorandum of Agreement for the services to be rendered on an as-and-when-required basis for a period of five (5) years.

9. CONFIDENTIALITY

- 9.1. The Bidder acknowledges and/or undertakes that through occupying the positions required by this RFP, the Bidder 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.
- 9.2. The Bidder shall maintain the strictest confidentiality for:
 - 9.2.1. 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
 - 9.2.2. 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.

10. DECLARATION OF INTEREST

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. Any party who participated in the design or development of the specification will not

be allowed to participate in this tender. When a bid proposal is submitted, it will not be considered.

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

11.1 Definitions

- 11.1.1. **"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;
- 11.1.2. **"Data Subject"** means any persons to whom personal information relates;
- 11.1.3. **"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;
- 11.1.4. **"POPI Act"** means the Protection of Personal Information Act 4 of 2013, as amended from time to time; and
- 11.1.5. **"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.

11.2 Bidders' Consent

- 11.2.1. 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.

- 11.2.2. 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.
- 11.2.3. 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.
- 11.2.4. 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.
- 11.2.5. 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.
- 11.2.6. 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.
- 11.3 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.
- 11.4 The GMA undertakes that it has adequate controls in place to protect/safeguard the Data Subject's Personal Information it receives from the Bidders.

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

SBD 1 (A)

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE GAUTRAIN MANAGEMENT AGENCY					
BID NUMBER:	GMA/001/24		CLOSING DATE:	08 AUGUST 2024	
			CLOSING TIME:	11H00	
DESCRIPTION	THE APPOINTMENT OF THE GAUTRAIN MANAGEMENT AGENCY'S PANEL OF ATTORNEYS FOR THE PERIOD OF FIVE (5) YEARS.				
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	SABELO MKWAE		CONTACT PERSON	SABELO MKWAE	
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													
<table border="0"> <tr> <td>IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?</td> <td><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>DOES THE ENTITY HAVE A BRANCH IN THE RSA?</td> <td><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?</td> <td><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?</td> <td><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?</td> <td><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> </table> <p>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.</p>				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?	<input type="checkbox"/> YES <input type="checkbox"/> NO
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?	<input type="checkbox"/> YES <input type="checkbox"/> NO												

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 PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, 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:

PRICING SCHEDULE

Name of Bidder:	Ref Number: GMA/001/24
Closing Time: 11H00 AM	Closing Date: 08 August 2024

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

Bidders are required to submit FEES or Rates per hour using **Annexure 4** of this RFP.

PRICING DECLARATION

Dear Sir/Madam

After having carefully read through and examined this RFP Reference Number GMA/001/24 in its entirety together with all the provisions contained in each section of the RFP document,

We hereby offer rates/fees in Annexure 4 to provide the legal services we have applied for to the GMA panel of attorneys as per requirements stated in the Terms of Reference (TOR) section of the REQUEST FOR PROPOSAL document:

IN AMOUNT: R

PLEASE COMPLETE ANNEXURE 4 WITH YOUR RATES/FEES
--

 (including VAT)

IN WORDS:

PLEASE COMPLETE ANNEXURE 4 WITH YOUR RATES/FEES
--

We confirm that this supplied rates covers all costs associated with indicated legal services we have applied for to the GMA panel of attorneys for a period of five years as per the requirements in the TOR.

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

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

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

We understand that you are not bound to accept the lowest or any offer and that we must bear all costs which we have incurred in connection with preparing and submitting this tender. We hereby undertake for the period during which this tender remains open for acceptance not to divulge to any persons, other than the persons to which the tender is submitted, any

information relating to the submission of this tender or the details therein except where such is necessary for the submission of this tender.

PRICE DECLARATION (MANDATORY INFORMATION)	
<p>I the undersigned _____ (full name) hereby certify that:</p> <p><input type="checkbox"/> I have read, understood and unconditionally accept that the conditions contained in above Section of this RFP.</p> <p><input type="checkbox"/> I have supplied all the required information, and all the information submitted as part of the Pricing Section of this RFP is true and correct.</p>	
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 institution?

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

- 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 contract?

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

- 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,

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.

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.

.....

Signature

Date

.....

Position

Name of bidder representative

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all bids invited. It contains general information and serves as a claim form for specific goal 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 BID AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022.

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 The value of this bid is estimated to exceed R50 000 000 (all applicable taxes included) and therefore the 90/10 preference point system shall be applicable; or
- 1.3 Points for this bid shall be awarded for:
- (a) Price; and
 - (b) Specific Goal (B-BBEE Status Level of Contributor).
- 1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	90
SPECIFIC GOALS (B-BBEE STATUS LEVEL OF CONTRIBUTOR)	10
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 90/10 PREFERENCE POINT SYSTEMS

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

90/10

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

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 Specific goal 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 (90/10 system)
1	10
2	9
3	8
4	5
5	4
6	3
7	2
8	1
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 10 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, 2022:

Designated Group: An EME or QSE which is at least 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.

.....

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

SAFETY, HEALTH AND ENVIRONMENT

REQUEST FOR INFORMATION

1. SAFETY, HEALTH AND ENVIRONMENT

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

2. TECHNICAL AND QUALITY ASSURANCE STANDARDS

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

NAME OF BIDDER	
POSITION	
AUTHORISED SIGNATORY	
DATE	

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 behaviours 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 behaviour, 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.

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 2022/23.

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	
POSITION	
AUTHORISED SIGNATORY	
DATE	