

REQUEST FOR PROPOSAL

RFP REFERENCE No.: GMA/008/21

PROVISION OF GAUTRAIN SYSTEM ASSETS CONDITION ASSESSMENT

The GMA seeks:

to appoint a suitably qualified and experienced service provider to provide Gautrain System Assets condition assessment.

DATE OF ISSUE: 19 NOVEMBER 2021

VIRTUAL NON-COMPULSORY BRIEFING SESSION DATE: 25 NOVEMBER 2021 AT 12H00

CLOSING DATE FOR SUBMITTING QUESTIONS: 07 DECEMBER 2021

CLOSING DATE FOR TENDER SUBMISSION: 10 DECEMBER 2021

CLOSING TIME: 11H00

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DEFINITIONS

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

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

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

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

Bidder means a person or organisation that submits a Bid

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

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

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

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

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

Member means an employee of the GMA.

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

Project means Provision of Gautrain System Assets Condition Assessment

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.

RFP - PART A

INTRODUCTION

1. The Gautrain Management Agency (GMA) is a PFMA Schedule 3(C) listed provincial public entity which has been established in terms of the GMA Act No. 5 of 2006. The GMA is substantially funded from the Provincial Revenue Fund in order to carry out the following strategic objectives:
 - Assist the Gauteng Provincial Government (GPG) in implementing Gautrain and achieving the Project's objectives.
 - Act on behalf of GPG in managing the relationship between Province and the Concessionaire in terms of the Concession Agreement and ensure that the interests of Province are protected.
 - Enhance the integration of Gautrain with other transport services and Public Transport Plans.
 - Promote and maximise the Socio-Economic Development and B-BBEE objectives of the GPG in relation to Gautrain.
 - Liaise with and promote co-operation between government structures in all three spheres of Government in relation to Gautrain.
 - Liaise with persons having an interest in the project.
 - Manage assets relating to Gautrain and promote their preservation and maintenance.
 - Manage the finances of the Gautrain Project and the financial securities provided by the Concessionaire.
 - Monitor the policy and legislative environment of the Gautrain Project
2. The Bombela Concession Company (RF) (Pty) Ltd (BCC or the Concessionaire) entered into a Concession Agreement with the Gauteng Province (Province) for the design, partial finance, construction, operation, and maintenance of the Gautrain Rapid Rail Link until 27 March 2026. The Operations Commencement Date (OCD) 1 started on 08 June 2010 for the section between Sandton station and ORTIA station. Extended Phase (EP) 1 services commenced on 02 August 2011 between Hatfield and Rosebank stations. The Operations Commencement Date 2 services commenced on 07 June 2012 between Rosebank and Park stations, in so doing providing a complete service between Park and Hatfield stations. At the end of the concession period, the Concessionaire shall transfer the Gautrain System to the GMA.

3. The GMA is inviting responses to this Request for Proposal (reference number GMA/008/21) in order to appoint a suitably qualified and experienced service provider to provide Gautrain System Assets Condition Assessment for the GMA 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

5. The objective of the tender is to find suitably qualified and experienced service provider to provide Gautrain System Assets Condition Assessment for a period twenty-one months.

INDICATIVE PROJECT TIMETABLE

ACTIVITY	DATE
Issue of RFP	19 November 2021
Non-compulsory virtual briefing session date and time	25 November 2021 at 12h00
Closing date for submitting questions	07 December 2021
Closing date and time	10 December 2021 at 11h00
Intended completion of evaluation of tenders	31 January 2022
Intended formal notification of successful Bidder	15 February 2022
Effective date of contract	01 March 2022

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

SUBMISSION OF TENDERS

Web-based Online Submission (Compulsory)

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

Proposal submission	<p>All bids must be submitted through a secure web-based Automated Tender System ("ATS").</p> <p>To avoid any challenges that may affect submitting a bid on time, Bidders should at least ensure that they <u>are registered in the ATS and ready to submit bid documents 48hours before closing date and time; and after registration, complete submission of all bid documents at least 5 hours before closing date and time.</u> GMA takes no responsibility for any Bidder's failure to successfully submit a bid by closing date and time.</p> <p>NO BIDS MAY BE PHYSICALLY SUBMITTED AT GMA OFFICES.</p>
Access to the ATS	<p>https://eprocurement.gautrain.co.za/</p> <p>PLEASE NOTE: THE MAXIMUM SIZE FOR SUBMIT BIDS IS 50MB PER ATTACHMENT</p>
Hours of access to ATS	24/7 submission of bid proposal will close at 11h00 on the 10 th of December 2021
Data format	PDF files only may be uploaded
Enquiries	<p>For ATS system related problems contact IT Helpdesk on ats_helpdesk@gautrain.co.za</p> <p>For Tender Queries contact SCM on tenderenquiries@gautrain.co.za</p>
ATS bid submission status (Draft or Submitted)	<p>Bidders must ensure that all their tender documents are uploaded on the ATS before closing date and time by clicking the "submit" button for the bids to reflect submitted status.</p> <p>Bids that are in draft status at the closing date and time shall be considered as non-submission.</p>

RULES GOVERNING THIS RFP AND THE TENDERING PROCESS**APPLICATION OF RULES**

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

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

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

ACCURACY OF REQUEST FOR PROPOSAL

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

ADDITIONS AND AMENDMENTS TO THE RFP

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

REPRESENTATIONS

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

CONFIDENTIALITY

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

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

COMMUNICATIONS DURING THE TENDERING PROCESS

REQUESTS FOR CLARIFICATION OR FURTHER INFORMATION

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

UNAUTHORISED COMMUNICATIONS

25. Bidders may not contact (including promotional or advertising activities) any GMA staff or Advisors of GMA except through the channel in clause 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.

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

IMPROPER ASSISTANCE, FRAUD AND CORRUPTION

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

ANTI-COMPETITIVE CONDUCT

31. Bidders and their respective officers, employees, agents and advisors must not engage in any collusion, anti-competitive conduct or any other similar conduct in respect of this Tendering Process with any other Bidder or any other person(s) in relation to:
- a. The preparation or lodgement of their Tender
 - b. the evaluation and clarification of their Tender; and
 - c. the conduct of negotiations with the GMA.
32. For the purposes of clause 38, collusion, anti-competitive conduct or any other similar conduct may include disclosure, exchange and clarification of information whether or not

such information is confidential to the GMA or any other Bidder or any other person or organisation.

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

COMPLAINTS ABOUT THE TENDERING PROCESS

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

35. The written complaint must set out:

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

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

CONFLICT OF INTEREST

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

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

39. If the Bidder submits its Tender and a subsequent conflict of interest arises, or is likely to arise, which was not disclosed in the Tender, the Bidder must notify the GMA immediately in writing of that conflict.
40. The GMA may immediately disqualify a Bidder from the Tendering Process if the Bidder fails to notify the GMA of the conflict as required.

LATE TENDERS

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

TENDER DOCUMENTS

BIDDERS RESPONSIBILITIES

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

PREPARATION OF TENDERS

44. Bidders must ensure that:

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

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

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

ILLEGIBLE CONTENT, ALTERATION AND ERASURES

- 46. Incomplete Tenders may be disqualified or evaluated solely on information contained in the Tender.
- 47. The GMA may disregard any content in a Tender that is illegible and will be under no obligation whatsoever to seek clarification from the Bidder.
- 48. The GMA is entitled to amend any bid conditions, validity period, specifications, or extend the closing date of bids before the closing date. All bidders, to whom the bid documents have been issued, will be advised in writing of such amendments in good time.

OBLIGATION TO NOTIFY ERRORS

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

RESPONSIBILITY FOR TENDERING COSTS

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

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

DISCLOSURE OF TENDER CONTENTS AND TENDER INFORMATION

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

USE OF TENDERS

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

PERIOD OF VALIDITY

56. All Tenders received must remain valid and open for acceptance for a minimum of 120 (One hundred and twenty) 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 THE 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 98, '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) and Preferential Procurement Regulations 2017.
93. Evaluation will be based on a point system and four-stage evaluation process. As a pre-requisite, a bid must comply with the requirements of the bid solicitation and meet the pre-qualification requirements before being evaluated further to next stage. The minimum threshold of the functionality evaluation criteria must also be met in order for the bid to be declared responsive and qualify to the next evaluation stage.
94. Tender GMA/008/21 will be evaluated on the 80/20 preference point system. The following is the weighting awarded for each element, and the threshold score.

Evaluation element	Weighting	Threshold score
Technical proposal	100	75 Points
B-BBEE proposal	20	N/A
Price proposal	80	N/A
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 5 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 seventy-five (75) points. Bids that do not meet this threshold will automatically be disqualified from further evaluation.
97. Thereafter, only the qualifying bids will be evaluated in terms of the 80/20 where a maximum of 80 points are allocated for price and a maximum of 20 points are allocated in respect of the level of B-BBEE contribution of the bidder.
98. Objective criteria as defined in Part B Section 5.4 may be applied at the award stage.

PRICE EVALUATION

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

B-BBEE EVALUATION

100. Twenty (20) points are allocated. B-BBEE rating certificates issued by SANAS accredited agency or Sworn Affidavits signed by the EME/QSE representative and attested by a Commissioner of Oaths or issued by DTI for EMEs and QSE; are applicable and points allocated in terms of the BBEE Codes of Good Practice guideline as indicated in the following table.

101. Bidders must submit valid BBBEE Certificates and affidavits signed under oath which will be verified and the duly completed and signed SBD 6.1 declaration form to qualify for preference points.

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

POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

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

CLARIFICATION OF TENDERS

103. 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.

104. 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

105. 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.

106. 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.

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

108. 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

109. 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.

110. 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.

111. 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

112. 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

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

114. 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

115. 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.

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

ADDITIONAL RULES

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

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

BIDDER WARRANTIES

119. 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

120. 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

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

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

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

INCONSISTENCY

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

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

RFP – PART B

TERMS OF REFERENCE

1. PURPOSE

The purpose of this Request for Proposal ("RFP") is to procure the services of a service provider to conduct an audit of Gautrain System assets to determine the condition and remaining useful life thereof within a period of twenty-one (21) months.

2. BACKGROUND INFORMATION OF THE GAUTRAIN RAPID LINK SYSTEM

2.1. General Description of the Gautrain Rapid Rail Link System

- a) The Bombela Concession Company (RF) (Pty) Ltd (BCC or the Concessionaire) entered into a Concession Agreement with the Gauteng Province (Province) that is represented by the Gautrain Management Agency (GMA), for the design, partial finance, construction, operation, and maintenance of the Gautrain Rapid Rail Link until 27 March 2026. Construction of the Gautrain project was completed on 7 June 2012.
- b) The Concessionaire signed an Operating Contract with Bombela Operating Company (Pty) Ltd (BOC) for the operation and maintenance of the System (Train, Station, and Bus operations).
- c) In turn, BOC entered into two subcontracts, namely a maintainer contract in terms of which the Bombela Maintenance Company (BMC) is responsible for the maintenance of the System including the 4-car train sets and Mega Express which is responsible for the operation of the dedicated Gautrain bus service. BOC further provides overall management of the Midibus Feeder and Distribution Services ("MFDS") which are operated and maintained by their respective operators.
- d) The rail network comprises 82 route kms, 25kV AC electrified, and signalled standard gauge track infrastructure of which 15.3 route kms is situated underground, 10 stations, one maintenance depot and 24 4-car Electrical Multiple Units ("EMUs") constructed to the UK loading gauge. The rail network layout is illustrated in Figure 1 below.

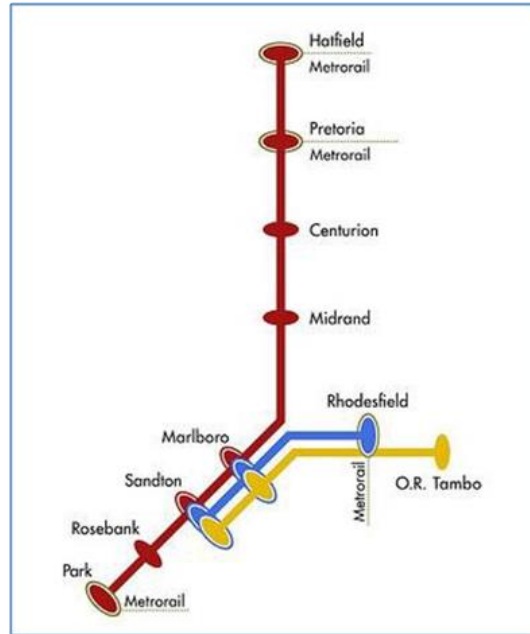


Figure 1: Diagrammatic layout of the Gautrain Rapid Rail System

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

2.2. General Description of the GMA

The main objective of the GMA is to manage, coordinate and oversee the Gautrain.

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 and BBBEE objectives of the GPG in relation to Gautrain;
- e) liaise with and promote co-operation between government structures in all three spheres of Government in relation to Gautrain;

- f) liaise with persons having an interest in 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; and
- i) monitor the policy and legislative environment of the Gautrain.

2.3. Description of Existing Operations

- a) BOC is contracted by the Concessionaire to execute all required operations and maintenance of the System. The Gautrain operational services or System can basically be divided into three operational areas which are, namely train services, station operations (including park and ride or parking), as well as the dedicated feeder and distribution services.
- b) BOC contracted BMC to maintain the existing EMUs and the core rail system i.e. the track, overhead catenary distribution system (OCDS), communication and signaling. While non-core systems such as fixed assets and equipment, namely, elevators and escalators are the responsibility of BOC.
- c) The Gautrain Rapid Rail Link comprises of 86 General Passenger Service Railcars, 10 Airport Service Railcars (a total of 96 Railcars or 24 4-car EMUs) and 10 stations.
- d) BOC's subcontractor Mega Express operates the bus service at eight (8) stations during weekdays excluding public holidays. There is no bus service over weekends.

2.4. Performance and Maintenance Assurance

- a) The Concession Agreement, among other things, contains the Province's Requirements, design standards and specifications contained in Schedule 1 Part 1, and any relevant documents. An Independent Certifier (IC) was appointed to provide the quality assurance role over the project deliverables.
- b) The Concession Agreement (CA) prescribes the contractual obligations of the Concessionaire in the system performance management system (Schedule 1 Part 4) with targets which drive availability and punctuality of the system. These targets are ultimately achieved through a structured asset management and maintenance performance system.
- c) The Province's minimum requirements for the remaining useful life of assets in relation to the condition of assets are contained in Appendix 3 of Schedule 1 Part

1 – Annexure A of this RFP. The Concession Agreement (CA) makes provision for the maintenance and renewal of assets to be conducted in accordance with the agreed asset management and maintenance plan and allocated funding. The expected outcome of the audit is to determine whether the resultant remaining useful life of assets is consistent with the remaining useful life as provided in the CA. It must be established as part of an audit if the existing asset management and maintenance plan is consistent with the good industry practice (in accordance with EN 50126 or equivalent).

- d) The design, construction and maintenance of the Gautrain System was generally in accordance with the United Kingdom regulations, specifications and standards published by Office of Rail Regulation, Railway Safety & Standards Board and Network Rail. However, several specifications that referred to other standards and regulation bodies under the auspices of the European Rail Agency were also admitted.

2.5. Asset Groups

2.5.1 The Gautrain System asset groups are as follows:

- 2.5.1.1. Rolling Stock
- 2.5.1.2. Permanent Way
- 2.5.1.3. Overhead Track Equipment (OHE) Contact Wire
- 2.5.1.4. OHE Support Structures
- 2.5.1.5. Sub Station Equipment
- 2.5.1.6. Signaling System
- 2.5.1.7. Communications Equipment
- 2.5.1.8. Closed Circuit Television (CCTV)
- 2.5.1.9. Depot Equipment
- 2.5.1.10. Cabling
- 2.5.1.11. Earthworks
- 2.5.1.12. Structures other than bridges and viaducts
- 2.5.1.13. Bridges and Viaducts
- 2.5.1.14. Tunnels
- 2.5.1.15. Tunnel Mechanical and Electrical (M&E) Systems
- 2.5.1.16. Roads and Paving
- 2.5.1.17. Park and Ride Infrastructure
- 2.5.1.18. Park and Ride Equipment
- 2.5.1.19. Buildings

- 2.5.1.20. Station Structures
- 2.5.1.21. Station Mechanical and Electrical M&E Systems
- 2.5.1.22. Fire Detection and Suppression Systems
- 2.5.1.23. Dedicated Feeder and Distribution Services (Buses)

2.5.2. The Gautrain System is divided into Core System and Non-Core System.

2.5.2.1 The Core System consists of the following sub-systems:

- 2.5.2.1.1. Rolling Stock - Assets that fall under this group include Electric Multiple Units (EMU's) – Train Sets and rail cars / vehicles.
- 2.5.2.1.2. Buses (Dedicated Feeder and Distribution Services – DFDS) - Assets that fall under this group include buses and bus stations and shelters.
- 2.5.2.1.3. Depot Equipment including Rail Maintenance Vehicles.
- 2.5.2.1.4. Communications equipment systems including fibre optic communication system, radio system, telephone, passenger information system, public address, and supervisory control and data acquisition (SCADA) system; station and tunnel management system (STMS).
- 2.5.2.1.5. Automatic Fare Collection (AFC) System - Assets that fall under this group include fare gates, ticket vending machines, ticket office machines, bus validators, parking gates etc.
- 2.5.2.1.6. Closed Circuit Television (CCTV) System.
- 2.5.2.1.7. Signaling and Automatic Train Protection (ATP) System - Assets that fall under this group include interlocking, point machines, track circuits, object controllers, signals, ATP, etc.
- 2.5.2.1.8. Overhead Catenary Distribution System (OCDS) - Assets that fall under this group include, traction power substation, OCDS/OHTE.
- 2.5.2.1.9. Mechanical and Electrical System – Tunnel ventilation systems and backup systems.
- 2.5.2.1.10. Power supply and distribution – Main Propulsion Substation and Uninterrupted Power Supply (UPS) systems.
- 2.5.2.1.11. Permanent way (track) components - Assets that fall under this group include Rails, Sleepers, Fastening system, Ballast, Formation, etc.
- 2.5.2.1.12. Workshop Plant and Maintenance of Way Equipment such as the in-floor jacks, the wheel lathe, the vehicle automatic wash facility,

machine tools, hi-rail vehicles, compressed air system and automatic vehicle inspection system (AVI).

2.5.2.2. The Non-Core system consists of the following:

- 2.5.2.2.1. Passenger Conveyor systems.
- 2.5.2.2.2. Tunnel Ventilation system.
- 2.5.2.2.3. Heating Ventilation and Air Conditioning.
- 2.5.2.2.4. Plumbing and Dewatering systems.
- 2.5.2.2.5. Fire Protection and Detection system.
- 2.5.2.2.6. Electrical Medium and Low Voltage systems.
- 2.5.2.2.7. Power Back-up systems.
- 2.5.2.2.8. Station and Tunnel Management system.
- 2.5.2.2.9. Station Access Control Management System.
- 2.5.2.2.10. Emergency vehicles.
- 2.5.2.2.11. Stations buildings - Assets that fall under this group include Station building, Lifts, Escalators, Heating Ventilation Air Conditioners (HVAC), and Park & Ride facilities.
- 2.5.2.2.12. Train and bus maintenance depots.
- 2.5.2.2.13. Earthworks - This section consists of embankments and the track formation Embankments.
- 2.5.2.2.14. Structures other than bridges and viaducts; this section covers culverts, retaining walls.
- 2.5.2.2.15. Tunnel, bridges, structures, viaduct. Assets that fall under this group include tunnels, bridges, viaducts, U-Shapes, etc.

3. AUDIT AND ADVISORY SERVICES REQUIRED

3.1. The GMA undertook a System baseline audit in 2017 whereby:

- 3.1.1 The Concessionaire's Asset Management System's compliance to the requirements of the Concession Agreement was audited. The audit entailed a review of the Concessionaire reporting conducted to determine its compliance to Schedule 2 of the Concession Agreement which requires specific Records and Reports from the Concessionaire during the Development, Operating and Concession Periods of the contract.
- 3.1.2 The review of the Asset Management System achieved the following objectives:
 - a) Objective1: Review of the compliance of the Concessionaire's asset management system with the requirements of the Concession Agreement.

- b) Objective 2: Evaluation of the effectiveness of the Concessionaire's Asset Management system in relation to the relevant CA requirements.
 - c) Objective 3: The effectiveness of the Concessionaire's Asset Management system in terms of Good Industry Practice. This includes aspects such as configuration control, strategic asset management plan, asset management policy and the scope of the asset management system.
- 3.1.3 The applications control review - The applications control audit scope included specific systems that feed information to the asset-related reporting.
- 3.1.4 The condition of asset review - The main purpose of the asset condition assessment was to verify the remaining useful life (RUL) of the Gautrain's physical assets and to inform the decision to proceed with an asset impairment exercise/(s), where required. Asset Condition Assessments (ACA's) were performed in several discipline groups reflecting the Fixed Asset Register (FAR) grouping of the System assets in Appendix 3 of the Concession Agreement (CA).

3.2. Project Objectives

- 3.2.1. The objective of the audit for this RFP is to:
- a) Determine the compliance with Occupational Health and Safety Act and National Railway Safety Regulator Act as amended and all other relevant and applicable legislation and/or regulations in accordance with Schedule 1 Part 1 of the Concession Agreement.
 - b) Determine the remaining useful life of Gautrain assets against the requirements of Appendix 3 of Schedule 1 Part 1 of the Concession Agreement.
 - c) Determine the long-term System integrity and/or sustainability.
 - d) Verification and confirmation of the Gautrain Asset Register.
 - e) Verification of the execution of renewals/upgrades programme by the Concessionaire and obsolescence management.
 - f) Verification of Gautrain As-Built modifications records for selected assets.
 - g) Verification of spares and material holding.
 - h) Verification of data integrity and determine the data generation capabilities of the Gautrain Assets.

3.2.2. The Service Provider shall conduct this project in line with the following standards, and must procure these standards and make them available to the GMA:

- a) ISO 19011: Guidelines for auditing management systems and other existing leading practices or standards. The following main elements of the project as per guidelines shall be incorporated: audit proposal/approach, execution plan/an audit programme.
- b) ISO 55000: Is comprised of the three standards in asset management—ISO 55000, ISO 55001, and ISO 55002. The standards provide a framework and guidelines for the formulation and implementation of an integrated and effective asset management system.
- c) GRAP 17: Generally Recognised Accounting Practice – Plant, Property and Equipment.
- d) EN 50126: Railway application - the Specification for Demonstration of Reliability, Availability, Maintainability and Safety (RAMS).
- e) Network Rail Standard.

3.3. Scope of Work

The Service Provider will be required to do the following:

3.3.1 Determine the condition and the remaining useful life of the Systems assets:

3.3.1.1. This assessment must be based on good industry practice and take cognisance of all the elements that are critical to the determination of the remaining useful life which includes asset condition, asset utilisation and capacity, criticality, technological advances and/or obsolescence, future system capacity demand, maintenance system and environment, statutory and governance requirements as well as economic life of assets.

3.3.1.2. The Service Provider shall submit all inspection procedures, and the mathematical models that will be applied to determine the condition of assets and the remaining useful life to GMA for review and approval. The Service Provider to provide assurance that the proposed mathematical models have been validated and can be calibrated.

3.3.1.3. Where it has been found that there is a risk that the asset condition may not meet Provinces' requirements for the remaining useful life at the end of the Concession as per Appendix 3 of Schedule 1 Part 1 of the CA; the Service

Provider shall make recommendations including indicative timeframes within which to remedy the condition for long-term asset preservation.

- 3.3.1.4. The Service Provider shall ensure that the methodology used for asset condition grading is compliant with GRAP 17 and asset management standards. GMA GRAP 17 Asset Grading Scales have been made available as Annexure B of this RFP.

3.3.2 Verification and confirmation of the Gautrain Asset Register:

- 3.3.2.1 The Service Provider shall conduct verification of all assets to the relevant sub-system or component level in the engineering asset register, as required to determine the remaining useful life and to ensure alignment with the existing asset hierarchy as per GMA financial asset register which shall be made available to the Service Provider.

- 3.3.2.2 In cases where existing asset description in the financial asset register is not adequate, the Service Provider shall recommend an appropriate description for future use.

3.3.3 Determine the long-term System integrity and/or sustainability.

The Service Provider shall develop an asset management sustainability concept for the Gautrain Assets to maintain the Systems integrity beyond the expiry date which includes the following components:

- 3.3.3.1 Evaluate the execution of renewals/upgrades programme by the Concessionaire and obsolescence management:

- 3.3.3.1.1 The Service Provider shall audit the progress of the implementation of the infrastructure renewal and upgrades programme which the Concessionaire must implement as per the Concession Agreement.

- 3.3.3.1.2 The Service Provider shall evaluate the long-term integrity of the assets in relation to obsolescence management and renewals of the assets beyond the expiry date.

- 3.3.3.2 Verification and confirmation of modification of the Gautrain As-Built records:

- 3.3.3.2.1 The Service Provider must also evaluate the as-built drawings for assets which were constructed in the System during the operating period to ensure that they have been approved and that any modifications, whether minor or major, have been included, along with a record of approvals to go along with the changes.

- 3.3.3.3 Verification of spares and material holding:

- 3.3.3.3.1 The Service Provider shall evaluate the spare parts and material inventory and its impact on the maintenance and operations of the Gautrain System.
- 3.3.3.3.2 The Service Provider shall determine the effect of the System condition in terms of its remaining useful life on the minimum and maximum levels of the spare parts and material kept at the Concessionaires store and that which are kept at original equipment manufacturers (OEMs).
- 3.3.3.3.3 The Service Provider shall evaluate the supply chain of maintenance spare parts and material.
- 3.3.3.3.4 The Service Provider shall audit the tools and equipment that the Concessionaire has in its possession.
- 3.3.4 Evaluate the effectiveness of the Concessionaire's asset management system:
 - 3.3.4.1 The Service Provider shall evaluate the extent to which the Concessionaire's asset management system including plans and computerised maintenance management system (CMMS) have been implemented to achieve long-term preservation of assets.
 - 3.3.4.2 The Service Provider shall evaluate the effectiveness of the Concessionaire's asset management system in relation to the relevant CA requirements. Both these shall be made available to the successful Service Provider.
 - 3.3.4.3 The Service Provider shall audit the Concessionaire's asset management system against the ISO 55000 asset management standard.
 - 3.3.4.4 The Service Provider shall review the Concessionaire's Change Management Processes and Procedures relating to System enhancement projects, renewal programmes and the adequacy thereof.
 - 3.3.4.5 The Service Provider shall review and evaluate the Concessionaire's Emergency Response Procedures, the condition and the remaining useful life of assets related to emergency preparedness. This shall be based on good industry practice.
 - 3.3.4.6 The Service Provider shall perform Applications Controls Review (ACR) to determine security, reporting, workflow, automated calculations, validation check controls and determine whether there is an automatic interface / integration between internal and external databases such as the following:
 - 3.3.4.6.1 Maximo
 - 3.3.4.6.2 Automatic Fare Collection (AFC)
 - 3.3.4.6.3 Supervisory Control and Data Acquisition (SCADA)

- 3.3.4.6.4 Centralised Traffic Control (CTC)
- 3.3.4.6.5 Availability Software Module (ASWM)
- 3.3.4.6.6 Willows Bynx for buses
- 3.3.4.6.7 Dedicated Feeder & Distribution Service (DFDS)/Bus
- 3.3.4.6.8 Security and Access Management System (SAMS)
- 3.3.4.6.9 Station and Tunnel Management System (STMS)
- 3.3.4.6.10 Environmental, Health, Safety and Quality System
- 3.3.4.6.11 Any other software tools and equipment used for asset management (e.g. the Infrastructure Measuring Car, etc.)
- 3.3.4.6.12 Human Resource systems
- 3.3.4.6.13 Financial System
- 3.3.5 Provide a structure for the alignment of GMA's and Concessionaire's asset management framework:
 - 3.3.5.1 The Service Provider shall identify assets which have potentially been misclassified on both Maximo (Concessionaire's Asset Management System) and Sage X3 ERP Asset Management (GMA's Asset Management System) and identify unusual changes to remaining useful life.
- 3.3.6 Conduct a qualitative and quantitative risk analysis of the assessed condition of assets in relation to the requirements of the CA:
 - 3.3.6.1 The Service Provider shall conduct both qualitative and quantitative risk analysis of the assessed condition of assets as a baseline against which to measure the risk that the condition of the assets may not meet the remaining useful life criteria as set out in Appendix 3 of Schedule 1 Part 1 of the CA.
 - 3.3.6.2 As part of auditing the remaining useful life of the assets, the Service Provider shall determine the asset degradation curves over the period leading to the end of Concession without considering Gautrain's capital investment profile.
 - 3.3.6.3 The Service Provider shall determine the asset degradation curves over the period leading to the end of Concession considering Gautrain's capital investment profile.
 - 3.3.6.4 Using the qualitative and quantitative baseline risk assessment, the Service Provider shall model the risk and asset degradation curves based on the GMA future system capacity demand planning horizon. This information relating to capacity improvements shall be made available to the successful Service Provider.

- 3.3.6.5 The Service Provider shall overlay the information relating to GMA's short-term and long-term planning framework (during and beyond the concession period) over the asset degradation curves developed for items 3.3.6.2 above and determine whether the remaining useful life at the end of Concession will meet the minimum requirements defined in Appendix 3: Schedule 1 Part 1 of Concession Agreement.
- 3.3.7 Review the Concessionaire's CMMS and, based on the findings, propose an asset management solution in line with international best practice and GMA's requirements. The proposed asset management solution shall:
- 3.3.7.1 Be fully integrated with the Concessionaire's MIS (Management Information Systems).
 - 3.3.7.2 Take into consideration the Concessionaire's current data formats and data mining tools.
 - 3.3.7.3 Allow for compatibility between the Concessionaire's CMMS data and the GMA's Asset Management System (Sage X3 ERP Asset Management) to enhance integration between the two (2) systems.
 - 3.3.7.4 Include for provision of Computer Assisted Audit tools for data interrogation and interpretation with respect to asset maintenance data.
 - 3.3.7.5 The Service Provider must conduct an audit of the data generation capabilities of all Gautrain asset types as per the list provided by the GMA. For each asset type, the following must be established:
 - a) What data is/can be generated by the asset and sensors?
 - b) What is the format of the data?
 - c) What is the frequency of the data generation?
 - d) How is the data extracted from the asset? Or how can the data be extracted from the asset?
 - e) What capabilities does the asset have to share the data with external/third party systems?
 - f) What is the frequency of the data sharing?
 - 3.3.7.6 The Service Provider must write requirements specifications for a system that will accept/receive data from all Gautrain assets, store the data and enable processing of the data for users to perform data analysis (preventative, predictive etc.) and generate reports. The system must also be able to share its data with external third-party systems in real-time and at scheduled intervals and enable asset managers to perform asset audit from this system. The requirements specifications must include:

- a) The proposed architecture of the system.
 - b) The proposed data structure and data flow from the assets to the system.
 - c) Proposed algorithms that must be available on the system.
- 3.3.8 For critical systems such as, mission and safety critical assets, identify gaps in the current asset monitoring systems and recommend, based on good industry practice and/or international best practice, a condition monitoring system for:
- 3.3.8.1 Trending and forecasting of asset condition based on the accumulated data. The Service Provider must recommend the frequency of data collection and reporting.
 - 3.3.8.2 An early warning system to detect abnormal conditions and/or deterioration rates on the assets.
 - 3.3.8.3 Producing reports on condition of critical assets and remaining useful life thereof.
 - 3.3.8.4 Critical systems/assets include, amongst others:
 - a) Transition between ballastless (tunnels, viaducts, bridges) and conventional track.
 - b) Dolomitic areas (U-Shapes).
 - c) Tunnel infrastructure and equipment such as tunnel ventilation system and all electro-mechanical systems (e.g. effect of humidity, dust, etc. on asset degradation rates).
 - d) Fire detection system.
 - e) Sections with latent defects and integrated degradation rates of assets at these sections (e.g. rail/wheel interface).
 - f) Water management system.
 - g) Energy management system.
 - h) Rolling stock condition monitoring system (AVI system and train monitoring system including the camera (pantograph/contact wire interface)).
 - i) The bus condition monitoring system.
- 3.3.9 The Service Provider must conduct a Reliability, Availability, Maintainability and Safety (RAMS) study for the Electrical & Mechanical for the Gautrain System.
- 3.3.10 The Service Provider must determine the cost of ownership of the Gautrain System.

3.4 Supplier/ Subcontractor Partner Development

The Service Provider, in delivering the works articulated in this RFP may further provide the following:

3.4.1 Economic Empowerment

Preparation and execution of measurable development initiatives that promote and maximize the Socio-Economic Development and B-BBEE objectives of the GMA through the execution of the works required by this RFP. In this regard, Bidders must subcontract a portion of the contract value of the proposed works to Emerging Micro Enterprises ("EME's"), and/or Qualifying Micro Enterprises ("QSE's") that are currently registered on the Central Supplier Database for the South African Government ("CSD"). A declaration of supplier development commitments as well as a Supplier Development Plan as annexed to this RFP must be submitted with the bid (Refer to **Annexure 1A & 1B**).

3.5 Skills Transfer

The Service Provider, in delivering the works articulated in this RFP is required to prepare and execute a program of measurable skills transfer to staff that shall be identified by GMA on all services to be provided under this RFP. This includes the preparation and submission of all records and documentation pertaining to implementation of this Programme.

3.6 Deliverables

3.6.1. From this assessment, the Service Provider shall produce six (6) sub-reports containing the state (condition) of assets and their remaining useful life which shall be produced per milestone outlined in section 3.7 of this RFP (except for the Project Execution Plan):

- a) Sub-Report No. 1 – executive summary report and a dashboard serving as quick reference to the condition of assets and the remaining useful life listed at sub-system level and shall include Concessionaire's clarifications and the Service Provider's recommendations. (This is a summary of Sub-Report No.2).
- b) Sub-Report No. 2 –
 - (i) Volume 1(a): comprehensive report detailing the condition of assets at sub-system level and the remaining useful life at asset group level including all deliverables associated with each milestone as defined in section 3.7. This report must

include an indication of whether the remaining useful life is less than expected, if the situation is temporary (i.e. can be corrected via appropriate maintenance intervention), or if of a permanent nature which requires impairment. Where impairment is required, an indication of the new remaining useful life is required.

- (ii) Volume 1(b): consolidated annexures with the discipline reports, asset register verification report, as-built modification verification report, asset condition and remaining useful life report, sustainability report including spares and material holding audit.
 - (iii) Volume 2: Working document which captures the management comments and actions.
 - (iv) Volume 3: consolidated annexures with the discipline reports.
- c) Sub-Report No. 3 – an assessment of impairment report to be used for asset management for financial procedures. This report shall indicate the specific assets where impairment in the financial records of the GMA will be required, indication the original remaining useful life, and the revised remaining useful life after the asset condition assessment was carried out.
- d) Sub-Report No 4 - data capability report including specifications.
- e) Sub-Report No 5 - supplier development and skills transfer report.
- f) Sub-Report No 6 - knowledge management deliverables- Lessons learnt report and workshop: as a learning organisation; team learning is important to the GMA, therefore, lessons learnt session will form part of the close out process. As part of the lessons learnt, the Service Provider shall suggest improvements to project execution and related matters.

- 3.4.2 The Service Provider must note that these sub-reports must be produced for each milestone. The deliverables associated with each milestone are as listed and defined in Section 3.7 of this RFP.

3.7 Sequencing of Project Milestones and Description of Deliverables

- 3.7.1 The major project milestones will be sequenced as follows:

- a) Project Execution Plan
- b) Preliminary Audit Report
- c) Draft Audit Report
- d) Interim Audit Report
- e) Final Audit Report
- f) Other Reports
- g) Project Close Out Report

3.7.2 Project stages as outlined in the process below have been identified for project execution. The Service Provider must propose an approach that will result in effective execution of the project:

Table 1: Project Milestones Execution Plan

Stages of Execution	Description	Key Milestones	Key Reports
Stage 0	Mobilisation	Project Execution Plan	
Stage 1	Desktop Study	Preliminary Audit Report	Sub-report 1-6
Stage 2	System Inspections	Draft Audit Report	Sub-report 1-6
		Interim Audit Report	Sub-report 1-6
Stage 3	Audit Findings	Final Audit Report	Sub-report 1-6
Stage 4	Develop a Solution	Other Reports	Sub-report 1-6
Stage 5	Close Out	Project Close Out Report	

3.8 Description of the Deliverables per Milestone:

3.8.1 The deliverables associated with each milestone as described in the sections below are provide as a guideline only. The Service Provider must, based on his experience and good industry practice, provide a list of deliverables necessary for the successful execution of this project. In delivering this project the Service Provider must apply the Project Management Book of Knowledge ("PMBOK").

3.8.1.1 **Project execution plan (PEP):** Upon appointment, the successful Service Provider will be required to produce a Project Execution Plan which shall describe the execution strategy for the audit; based on the agreed scope of works, the associated deliverables, and international best practice. The PEP which shall be submitted for approval shall include, but not limited to:

3.8.1.1.1 Project Description

- 3.8.1.1.2 Project Responsibilities
- 3.8.1.1.3 Contract Administration Plan
- 3.8.1.1.4 Schedule Management Plan
- 3.8.1.1.5 Cost Management Plan (cost, foreign exchange + contingency)
- 3.8.1.1.6 Project Risk Management Plan (to include continuous risk reduction process to be implemented)
- 3.8.1.1.7 Project Execution Systems Plan
- 3.8.1.1.8 Audit Programme / Audit Plan
- 3.8.1.1.9 Audit Criteria
- 3.8.1.1.10 Audit Methods / Methodology per asset group
- 3.8.1.1.11 Scope and Change Management Plan
- 3.8.1.1.12 Interface and Integration Management Plan
- 3.8.1.1.13 Occupations / Work Permits Plan
- 3.8.1.1.14 Project Performance Management
- 3.8.1.1.15 Project Quality Management Plan
- 3.8.1.1.16 Health and Safety Management Plan
- 3.8.1.1.17 Knowledge Management Plan
- 3.8.1.1.18 Skills Transfer Plan to GMA and subcontracted entities
- 3.8.1.1.19 Document Management / Control Procedures
- 3.8.1.1.20 Communications Plan (to include Stakeholder Management Plan)
- 3.8.1.1.21 Project Reporting Calendar
- 3.8.1.1.22 Supplier Development Plan
- 3.8.1.1.23 Project Handover Plan
- 3.8.1.1.24 Table of Contents / Framework for all Audit Reports.

3.8.1.2 **Preliminary Audit Report (i.e., Desktop Study Report):** At this milestone the Service Provider must submit a comprehensive report based on the assessment of the available information. Service Provider shall demonstrate capability and capacity to deliver on milestones within shortest time possible. The deliverables associated with the Preliminary Audit Report whose content shall be based only on the desktop study of the available information such as documentation, reports, Maximo, Sage X3 ERP Asset Management must include, but not limited to:

- 3.8.1.2.1 Condition of Assets Report containing all reports listed in section 3.6.1. (a-f) of this RFP. This report must include an indication of whether the remaining useful life is less than expected, if the

situation is temporary (i.e., can be corrected via additional maintenance), or if it is of a permanent nature requiring impairment. Where impairment is required, an indication of the new remaining useful life is required (based only on the desktop study).

- 3.8.1.2.2 Report on the effectiveness of the Concessionaire's Asset Management System including RAMS.
- 3.8.1.2.3 Report on the Concessionaire's Change Control Procedures.
- 3.8.1.2.4 Quantitative Risk Assessment Report.
- 3.8.1.2.5 Cost of ownership Report (Maintenance cost estimation as a ratio of corrective to preventive).
- 3.8.1.2.6 Improved asset description for Fixed Assets Reporting (FAR) purposes.
- 3.8.1.2.7 Environmental and Sustainability Report including spares and material holding audit.
- 3.8.1.2.8 As-built modification verification report.
- 3.8.1.2.9 Service Provider's Supplier Development and Skills Transfer Report.
- 3.8.1.2.10 Applications Control Review Report.
- 3.8.1.2.11 Assessment of Impairment Report.
- 3.8.1.2.12 Data capability report including specifications.

3.8.1.3 **Draft Audit Report:** This report shall comprehensively cover the condition of assets based on the physical state assessment (i.e. "as is report" without ratification from either the Concessionaire or the GMA). Parallel to producing this report, the Service Provider shall address the review comments from the preliminary audit report (where this is required). At this stage it shall be expected of the Service Provider to have resolved all project issues and as well received all approvals that may compromise project success. The associated deliverables shall be based on the assessment of documentation, reports, Maximo, Sage X3 ERP Asset Management, physical state assessment of assets and any available information and shall not be limited:

- 3.8.1.3.1 Condition of Assets Report containing all reports listed in section 3.6.1 (a-f) of this RFP. This report to include an indication of whether the remaining useful life is less than expected, if the situation is temporary (i.e. can be corrected via additional maintenance), or

if of a permanent nature which requires impairment. Where impairment is required, an indication of the new remaining useful life (based on physical assessment of assets).

- 3.8.1.3.2 Report on the effectiveness of the Concessionaire's Asset Management System including RAMS (based on physical state assessment).
- 3.8.1.3.3 Report on the Concessionaire's Change Control Procedures (i.e. are all assets recorded during inspections also recorded in the asset register).
- 3.8.1.3.4 Quantitative Risk Assessment Report (updated based on physical state assessment).
- 3.8.1.3.5 Cost of ownership Report (Maintenance cost estimation as a ratio of corrective to preventive based on physical state assessment and replacement cost).
- 3.8.1.3.6 Improved asset description (if necessary) for Fixed Assets Reporting (FAR) purposes.
- 3.8.1.3.7 As-built modification verification report.
- 3.8.1.3.8 Environmental and sustainability report.
- 3.8.1.3.9 Service Provider's Supplier Development and Skills Transfer Report.
- 3.8.1.3.10 Assessment of Impairment Report (based on physical state assessment).
- 3.8.1.3.11 Data capability report including specifications.

3.8.1.4 **Interim Audit Report:** This report shall include responses/comments from the Concessionaire on the findings/queries from the Draft Audit Report. The purpose of this report is to provide GMA and the Concessionaire with an opportunity to provide further input/comments before the audit report is finalised. Therefore, the report needs to comprehensively cover all items on the table of contents (developed as part of the deliverables of the PEP). All deliverables of the project shall be at a completed status. The associated deliverables must be based on assessment of all available information, all physical state assessment of all assets, all tests conducted, and all mathematical models applied to determine the remaining useful life. In this report the Service Provider shall update all deliverables already listed for the above reports (i.e. Preliminary Audit Report and Draft Audit Report), including but not limited to:

- 3.8.1.4.1 Register/list of audit findings.
- 3.8.1.4.2 List of findings requiring further clarifications by the Concessionaire.
- 3.8.1.4.3 Service provider's recommendations on findings.
- 3.8.1.4.4 Overall recommendations for asset preservation.

3.8.1.5 **Final Audit Report:** The final audit report shall be a comprehensive report covering in detail the condition of assets in relation to the remaining useful life (i.e. remaining useful life) requirement at the end of Concession, Schedule 1 Part 1: Appendix 3 of the Concession Agreement. The report should be accompanied by a working document which will enable the Concessionaire and the GMA to provide the actions and status of the audit findings. This report shall further reconcile any anomalies between the findings in the Preliminary Audit Report, the Draft Audit Report and the Interim Audit Report. The salient aspects of the final audit report shall address inter alia:

- 3.8.1.5.1 Condition of Assets Report containing all reports listed in section 3.6.1.(a - f) of this RFP: comprehensive report covering the condition of assets including a gap analysis. The report shall include processes and procedures for continuous condition assessment of assets throughout the asset lifecycle as well as make conclusions and recommendations on the effectiveness of the Concessionaire's asset management system and GMA asset management framework. The report must include an indication of whether the remaining useful life is less than expected, if the situation is temporary (i.e. can be corrected via additional maintenance), or if it is of a permanent nature requiring impairment. Where impairment is required, an indication of the new remaining useful life is required.
- 3.8.1.5.2 Quantitative Risk Assessment Report: shall quantify the risk that the remaining useful life of assets at the expiry date will not comply with the requirements of the CA. The Service Provider shall determine the risk exposure as described in section 3.3.6.
- 3.8.1.5.3 The Health and Safety Report: must include environmental and sustainability assessment.
- 3.8.1.5.4 Integrated Asset Condition Report: this report must provide a view of how the individual subsystems' interactions and asset condition

impact on one another and how this translates into an overall System condition.

- 3.8.1.5.5 Recommendations for asset preservation: The Service Provider must make recommendations based on good industry practice; considering the audit findings as well as the Concessionaire's clarifications.

3.8.1.6 **Project Close-Out Report:** The project close-out report must summarise the project including the audit findings. Furthermore, the close out report must have the following and any other deliverables deemed necessary by the service provider:

- 3.8.1.6.1 Summary of key Audit Findings.
- 3.8.1.6.2 Register of reports and records/deliverables for handover to the GMA at the end of the project.
- 3.8.1.6.3 Project Controls Report detailing the project performance with respect to cost and schedule.
- 3.8.1.6.4 Review of the effectiveness of the audit: The Service Provider shall facilitate the process to review the effectiveness of the audit programme. The close out report shall detail the findings of this review process and suggest improvements for future audits.
- 3.8.1.6.5 Lessons learnt report and workshop.

3.9 **Access to the System:**

- 3.9.1 The service provider will be given access to GMA asset management software which consists of the financial and the technical asset registers as well as the Concessionaire's asset management and maintenance plans, information and management systems. Should it be deemed necessary, access will be further granted to all relevant project documentation and installed systems. As such, the successful service provider will be required to sign a non-disclosure agreement (NDA) upon appointment.
- 3.9.2 In order to gain access into the System to conduct physical state assessment of assets, the service provider will be required to adhere to the Operator's stringent work permit rules and regulations, which include undergoing a safety induction training which BOC provides free of charge prior to such access being granted.
- 3.9.3 The service provider shall provide a Person in Charge (PIC) for each team that will be visiting the System. The PIC shall be the holder of the work permit, be required to be on

site for the duration of the permit time and be responsible for ensuring full protection of personnel and equipment as required by BOC rules.

- 3.9.4 In order to qualify as a PIC, each nominated team leader / personnel shall be required to undergo a PIC training after having gone through the Safety Induction training for two (2) hours. The PIC training is a full day course that is provided by BOC at service provider's cost at a charge of R600.00 per PIC.
- 3.9.5 No personnel shall be allowed into the System without a trained PIC and without having gone through the Safety Induction course.
- 3.9.6 The service provider shall make their own security arrangements to and from the access points including within the rail alignment where necessary.

3.10 Operators Work Permit Process:

- 3.10.1 The bidders shall bear in mind that majority of work relating to the physical state assessment of the System assets shall take place during Engineering Hours; refer to table 2 below:

Table 2: Gautrain System Service Characteristics

(a) GAUTRAIN SERVICE CHARACTERISTICS				
(b) TYPE			(c) DESCRIPTION	
(d)	OPERATIONAL	HOURS	(e) Monday to Sunday/ First Train departure not later than 05:30 from Terminal Stations/ Last Train departure not earlier than 20:30 from Terminal Stations	
	(Commercial Service)			
(f)	ENGINEERING	HOURS (Non	(g) All Engineering works on/ near the track between 22:00 to 04:00, all work in tunnels	
		Operational Period)		
(h)	MINIMUM	MORNING	PEAK	(i) 05:30 to 08:30
	PERIOD**			
(j)	MORNING	PEAK	PERIOD NS	(k) 06:30 to 07:30
	SERVICE			
(l)	MINIMUM	AFTERNOON	PEAK	(m) 15:30 to 18:30
	PERIOD**			

(n) AFTERNOON PEAK PERIOD NS SERVICE	(o) 16:30 to 17:30
(p) ** Peak Periods may be extended to >3 hours	
(q) TYPES OF WORK PERMITS FOR WORKING WITHIN THE SYSTEM	
(r) WP1	(s) work allowed without specific protection (e.g. car parks, buildings, along rail reserve without entering on-track or danger zone
(t) WP2	(u) work allowed with specific protection (look out person). Integrity of track or safety and security system not compromised. On-track area can be cleared immediately meaning there is reasonable wayside area along the track.
(v) WP3	(w) work allowed with track possession, involves works in the tunnel, U-shapes or viaducts, may affect safety or operation of signaling equipment, requires trains to run within the limits, may make track physically unsafe for trains to run.
(x) WP4	(y) work allowed with track possession and traction power isolation, requires isolation and earthing as per traction power safety regulations, working near catenary or less than 3m from catenary live parts.

- 3.10.2 Subject to BOC's approval, some physical state assessment work may be done outside of the peak period depending on the operating conditions. The successful bidder shall, nonetheless, adhere to the Operator's conditions on the approved work permit.
- 3.10.3 The service provider shall provide adequate tools and machinery to perform the work as well as adequate personal protective equipment for their personnel.
- 3.10.4 Prior to applications for work permits being submitted; method statements, risk assessments, safe working procedures and safety plans shall be submitted and approved. This information would be required to determine the level of work permit required. Relevant sections of BOC's Work Permit Requirements Specification shall be covered during the PIC training and the induction.

3.10.5 The following high-risk areas have been identified within the Gautrain operations: high speed trains, rail tracks, catenary equipment with 25kV, workshops, platforms, viaducts, cut and cover areas, tunnel, and u-shapes.

4. SUBMISSION CRITERIA

Bidders are required to provide the following information that forms part of the evaluation:

4.1. Experts Qualifications and Experience

Bidders must submit CVs and proof of qualification/s for the individuals who will be made available to the GMA and will form part of the Project team to undertake the audit of the Gautrain assets. These CVs must demonstrate the qualifications, certification, and specific work experience of the proposed individuals in the provision of the required area of expertise as per Section 3 of this RFP.

4.1.1. Experts Experience and Qualification:

The Bidder's audit team must comprise of experts with in-depth knowledge and skill in respective disciplines of expertise. The GMA relies on the service provider's knowledge and expertise to provide reliable expert opinion on the condition of assets and remaining useful life thereof.

The Table 3 below lists the project resources and competences required to execute the project:

Table 3: List of Project Resources & Required Competences

No.	Resources and / or Asset Group	Minimum Years of Experience in the Field of Expertise for the proposed CV	Minimum Qualifications & Certifications
1.	Project Management	10 years' experience in project management, and relevant experience in the management of multidisciplinary railway projects and has led projects in railway maintenance engineering within the past 7 years.	Minimum NQF 6 Tertiary Qualification in Engineering and Built Environment, and Project Management Certification.
2.	Lead Technical Auditor	12 years of technical auditing experience, 5 of which have	Minimum NQF 7 Tertiary Qualification in

		been spent leading audits for multidisciplinary railway projects and has led a minimum of 2 asset condition assessment projects within railway maintenance engineering.	Engineering, Asset Management certification and Auditing certification.
3.	Lead Asset Management System Auditor	10 years' experience in the application of asset management systems, physical assets management projects, and 5 years of which have been spent in leading and implementation of asset management, and asset management systems (understanding of any Enterprise Resource Planning system).	Minimum NQF 7 Tertiary Qualification in Engineering, post-graduate qualification in Asset Management, and Auditing certification
4.	Specialist in RAMS design and reliability analysis	Ten (10) years in the operations, maintenance or reliability engineering of multidisciplinary railway systems, and five (5) years of which must be spent in the application of RAMS analysis.	Minimum NQF 7 Tertiary Qualification in Engineering or equivalent; and professional registration with Engineering Council of South Africa (ECSA).
5.	Specialist in Railway Systems Engineering & Integration	Twelve (12) years of railway maintenance, commuter rail and engineering experience, three (3) of which have been spent in railway systems integration within similar systems.	Minimum NQF 7 Tertiary Qualification in Engineering or equivalent and a post-graduate qualification in Engineering management; and professional registration with ECSA
6.	Specialist in Rolling Stock	Ten (10) years in rolling stock operation and maintenance,	Minimum NQF 7 Tertiary Qualification in

		five (5) years of which have been spent in maintenance engineering of rolling stock and three (3) years in reliability-based condition assessment.	Mechanical/Electrical Engineering or equivalent; and professional registration with ECSA
7.	Specialist in Perway	Ten (10) years in perway maintenance engineering and operations, five (5) years of which have been spent in maintenance engineering of perway and three (3) years in reliability-based condition assessment.	Minimum NQF 7 Tertiary Qualification in Civil Engineering; and professional registration with ECSA
8.	Specialist in OCDS/OHTE & OCDS/OHTE Support Structures	Ten (10) years in OCDS/OHTE maintenance engineering and operations, five (5) years of which have been spent in maintenance engineering of OCDS/OHTE and three (3) years in reliability-based condition assessment.	Minimum NQF 7 Tertiary Qualification in Electrical Engineering; and professional registration with ECSA
9.	Specialist in Substations	Ten (10) years in Substation maintenance engineering and operations, five (5) years of which have been spent in maintenance engineering of Substation and three (3) years in reliability-based condition assessment.	Minimum NQF 7 Tertiary Qualification in Electrical Engineering; and professional registration with ECSA
10.	Specialist in Signaling Systems	Ten (10) years in signaling maintenance engineering and operations, five (5) years of which have been spent in maintenance engineering of signaling and three (3) years in	Minimum NQF 7 Tertiary Qualification in Electronic Engineering; and professional registration with ECSA

		reliability-based condition assessment.	
11.	Specialist in Communications Systems	Ten (10) years in communications systems maintenance engineering and operations, five (5) years of which have been spent in maintenance engineering of communications systems and three (3) years in reliability-based condition assessment.	Minimum NQF 7 Tertiary Qualification in Electronic Engineering; and professional registration with ECSA
12.	Specialist in CCTV and Security Systems	Ten (10) years in CCTV and security systems operations and maintenance, five (5) years of which have been spent in maintenance of CCTV and security systems and three (3) years in reliability-based condition assessment.	Minimum NQF 6 engineering Qualification or higher and professional registration with a recognized engineering institute.
13.	Specialist in Workshop Plant, Depot and Maintenance of Way Equipment	Ten (10) years in installation, operation and maintenance of workshop plant, depot and maintenance of way equipment, five (5) years of which have been spent in maintenance engineering and three (3) years in reliability-based condition assessment.	Minimum NQF 6 Tertiary Qualification in Mechanical or Electrical engineering or higher and professional registration with ECSA.
14.	Specialist in Cabling	Ten (10) years in installation, operations, and maintenance of cables in the entire railway environment, five (5) years of which have been spent in maintenance engineering and	Minimum NQF 6 Tertiary Qualification in Electrical or Electronic engineering or higher and professional registration with ECSA.

		three (3) years in reliability-based condition assessment.	
15.	Specialist in Earthworks	Ten (10) years in geotechnical engineering, five (5) years of which have been spent in assessment and maintenance of civil earthworks including tunnels, viaducts, dolomitic areas, retaining walls, embankments, and cuttings; and three (3) years in reliability-based condition assessment	Minimum NQF 7 Tertiary Qualification in Civil Engineering; and professional registration with ECSA.
16.	Specialist in Civil Structures	Ten (10) years in structural engineering and maintenance for bridges and viaducts, U-shapes, and Drainage Structures, five (5) years of which have been spent in maintenance of these structures within dolomitic areas; and three (3) years in reliability-based condition assessment.	Minimum NQF 7 Tertiary Qualification in Civil Engineering; and professional registration with ECSA.
17.	Specialist in Tunnels	Ten (10) years in maintenance of tunnel infrastructures, five (5) years of which have been spent in maintenance engineering; and three (3) years in reliability-based condition assessment.	Minimum NQF 7 and post-graduate Tertiary Qualification in Civil Engineering, Structural and Geotechnical engineering; and professional registration with ECSA.
18.	Specialist in Tunnels Mechanical & Electrical Systems	Ten (10) years in installation, operations, and maintenance of Tunnel Mechanical & Electrical Systems (e.g. fire water pump systems, tunnel ventilation), five	Minimum NQF 7 Tertiary Qualification in Mechanical, Electrical or Electronic Engineering;

		(5) years of which have been spent in maintenance engineering; and three (3) years in reliability-based condition assessment.	and professional registration with ECSA
19.	Specialist in Roads and Pavement	Ten (10) years in construction, operations and maintenance of roads and pavements (including service roads / gravel roads), five (5) years of which have been spent in roads and pavement engineering; and three (3) years in reliability-based condition assessment.	Minimum NQF 6 Tertiary Qualification in Civil Engineering; and professional registration with ECSA
20.	Specialist in Park and Ride Infrastructure	Ten (10) years in installation, operations and maintenance of park and ride infrastructure, five (5) years of which have been spent in the maintenance engineering; and three (3) years in reliability-based condition assessment.	Minimum NQF 6 Tertiary Qualification in Civil Engineering; and professional registration with ECSA
21.	Specialist in Automatic Fare Collection Systems including Park and Ride Equipment	Seven (7) years in installation, operations and maintenance of AFC systems and related equipment (TVM's, parking gates, fare gates) in mass transit systems and/or airports, three (3) years of which have been spent in engineering; and two (2) years in reliability-based condition assessment.	Minimum NQF 7 Tertiary Qualification in Electronic Engineering; and professional registration with ECSA
22.	Specialist in Stations Structures and Buildings	Ten (10) years in constructions, operations and maintenance of buildings and station structures,	Minimum NQF 7 Tertiary Qualification in Civil Engineering; and

		five (5) years of which have been spent in the maintenance engineering; and three (3) years in reliability-based condition assessment.	professional registration with ECSA
23.	Specialist in Station Mechanical & Electrical Systems	Ten (10) years in installation, operations and maintenance of stations M&E Systems (i.e. passenger conveyor systems, lighting, HVAC system, security, etc.) or similar systems (e.g. mass transit systems and/ or airports), five (5) years of which have been spent in the maintenance engineering; and three (3) years in reliability-based condition assessment.	Minimum NQF 7 Tertiary Qualification in Mechanical/Electrical Engineering; and professional registration with ECSA
24.	Specialist in Fire Detection and Suppression Systems	Ten (10) years in installation, operations and maintenance of fire detection and suppression systems, five (5) years of which have been spent in the maintenance engineering; and three (3) years in reliability-based condition assessment.	Minimum NQF 6 Tertiary Qualification in Mechanical, Electrical or Electronic Engineering; and professional registration with ECSA
25.	Specialist in Dedicated Feeder and Distribution Service (DFDS i.e. Buses and motor vehicles)	Ten (10) years in operations and maintenance of DFDS and supporting infrastructure and equipment (i.e. buses), five (5) years of which have been spent in the maintenance engineering; and three (3) years in reliability-based condition assessment.	Minimum NQF 6 Tertiary Qualification in Mechanical Engineering; and professional registration with ECSA

26.	Specialist in Operational and Capital Risk Analysis (QRA and cost ratio)	Ten (10) years in operational and capital risk analysis, five (5) years of which have been spent in the project risk management.	Minimum NQF 7 Tertiary Qualification in Engineering and Built Environment or Finance or Mathematical Sciences
27.	Specialist in Health and Safety	Ten (10) years' experience in occupational and railway safety.	Minimum NQF 6 Tertiary Qualification in Health and Safety Management Systems
28.	Specialist in Data and Information Systems	Five (5) years' experience in Information Systems.	Minimum NQF 7 Tertiary Qualification in Computer Science or Information Technology or Electrical Engineering
29.	Chartered Accountant (CA)	Five (5) years' experience in financial management, Asset management/GRAP standards application; and exposure to PPP environment.	Minimum NQF 7 Tertiary Qualification in Finance/Accounting and professional registration with SAICA

4.2. Company Experience

Bidders must demonstrate a minimum of ten (10) years company experience in asset auditing to determine the condition, remaining useful life, and impairment assessment consistent with the requirements of this RFP. The company experience submitted must indicate the roles and levels of responsibility and accountability in the execution of the deliverables stated in Section 3 including the following minimum requirements:

- 4.2.1 Three (3) freight railway or commuter rail engineering infrastructure projects.
- 4.2.2 Two (2) railway asset audit projects in South Africa, internationally or both accordance with standards specified in Section 3.2.2 of this RFP.
- 4.2.3 Two (2) projects in asset management systems.
- 4.2.4 One (1) project in Public Private Partnership and/or Concession contracts/projects.
- 4.2.5 Experience in preparation and execution of supplier development initiatives.

- 4.2.6 Experience in preparation and execution of a program of continuous skills transfer to employees of clients during the provision or execution of services and/or projects thereof.
- 4.2.7 Bidders must submit written reference letters of a minimum of two (2) references for railway asset audit projects and two (2) references for railway engineering infrastructure project executed within the last ten (10) years. The written reference letters must be in the client's letterhead and must include client's contact information (name, title, company, address, phone, email), the Bidders contact information, and the body must outline the work which the client is recommending the Bidder.

4.3. Method statement / Methodology

Bidders must submit a method statement/methodology detailing the way the required scope of work and deliverables as set out in this RFP will be executed and must include the following:

- 4.3.1. A project governance structure in the form of an organogram reflecting the different levels of responsibility and accountability, resolution of issues, constraints and/or conflicts that affect the successful completion of the project to be delivered under this RFP.
- 4.3.2. Demonstrate extensive technical auditing methodology for railway systems asset management and maintenance, railway systems engineering and integration.
- 4.3.3. Demonstrate an approach that will be adopted to execute this asset audit project within a PPP environment. The approach must also contain a project execution process flow.
- 4.3.4. Demonstrate expert knowledge of auditing and engineering processes, standards and procedures and how will these be applied to formulate an audit opinion on the condition of assets as articulated in deliverables and scope of works under Section 3.3 and 3.6 of this RFP.
- 4.3.5. Demonstrate a logical and clearly outlined interrelationships/interfaces between different disciplines and between auditing principles and engineering assessments.
- 4.3.6. Demonstrate how the remaining useful life of an asset/asset grouping will be determined from components and sub-systems level.

- 4.3.7. Demonstrate understanding of the multi-disciplinary nature of the project and outline how interdependencies between sub-systems/systems will be resolved throughout the project lifecycle.
- 4.3.8. Demonstrate quality control and assurance throughout the project.
- 4.3.9. A supplier development methodology detailing how the Bidder will develop identified Small Medium and Micro-sized Enterprises ("SMME's") through the execution of the requirements of this RFP as per Section 3.4 this RFP.

4.4. Schedule

Bidders must submit a schedule detailing the way the required scope of work and deliverables as set out in this RFP will be executed and it must include the following:

- 4.4.1. A level two (2) programme sequencing the activities and adequately showing the full scope of works, associated milestones and deliverables of the project.
- 4.4.2. A programme showing how activities build up to deliverables, dependencies, and link to milestones.
- 4.4.3. A programme must clearly identify the critical path.
- 4.4.4. A programme must include duration of all preliminary activities (e.g. contracting and mobilisation, data transfer) and must have realistic durations that are backed with anticipated man-hours for all activities.
- 4.4.5. A programme must include internal quality control and assurance, document review procedure with turnaround time as part of the schedule.
- 4.4.6. A programme must consider the review procedure and duration of at least fourteen (14) business days between GMA and the Concessionaire.

5. EVALUATION CRITERIA

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

Bidders must ensure that they submit the following documentation with their bids. The documentation must be in place at the time of contracting/project inception. Failing to submit by the successful bidder may result in GMA not concluding a contract with the successful bidder:

5.1.1. Professional Indemnity Insurance (PI) Insurance

- 5.1.1.1. Based on the risk assessment of this project, the Gautrain System Assets Audit must have a valid Professional Indemnity (PI) insurance that would generally cover all professionals involved in the project, with liability cover of at least an R40million. GMA may request an increased cover limit from the successful TA should the risk assessment of the project change.

- 5.1.1.2. Bidders must submit proof of valid PI insurance with liability cover of at least an

R40million as part of submission in this tender.

5.1.1.3. Where a Bidder does not have a PI insurance with liability cover of R40million at the time of submitting their bid, the Bidder must submit proof that they have submitted a PI proposal application with a Broker/Underwriter, indicating the stage of application process and lead-time for submitting proof of valid PI insurance to GMA should the Bidder be successful.

5.1.2. Submitting incomplete and unsigned Standard Bidding Documents (SBD) may result in disqualification of the bid.

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

5.2.1. Bidders will be evaluated on the contents of their bid submissions that must demonstrate full understanding and alignment to the requirements of this RFP. The functionality (technical proposal) will be evaluated and scored out of 100 (one hundred) points, with a minimum threshold of seventy-five (75) points.

5.2.2. The functionality of the bids will be evaluated based on the criteria indicated in Table 4 below.

5.2.2.1. Submitted information will be evaluated against the criteria and weights for functionality as indicated in Table No. 4 below on a scale of 1 to 5; where one (1) is "poor" and will receive the lowest number of points in that criterion; and five (5) is "excellent" and will receive the highest number of points in that criterion. Irrelevant information provided or no information provided will attain a score of zero.

5.2.2.2. The weight of each sub-criteria represents total points obtainable, therefore if a Bidder submits as per the minimum requirements presented in Table 3, 75% of the total weight indicated in Table 4 will be applicable.

5.2.2.3. The maximum attainable points are 100.

5.2.3. Bids that do not meet or better this minimum threshold score will not be evaluated further.

Table 4: Gautrain asset audit two Evaluation Criteria

Evaluation Criteria		Weight
1. Qualifications and Professional Registrations of Assigned Individuals (as per section 4.1. of this RFP)		15
1.1. Project Lead/Management (0.5)		
1.2. Lead Technical Auditor (1)		
1.3. Lead Asset Management System Auditor (0.5)		
1.4. Specialist in RAMs design & reliability analysis (0.5)		
1.5. Specialist in Railway Systems Engineering & Integration (0.5)		
1.6. Specialist in Rolling Stock (0.5)		
1.7. Specialist in Perway (0.5)		
1.8. Specialist in OCDS/OHTE & OCDS /OHTE support structures (0.5)		
1.9. Specialist in Substations (0.5)		
1.10. Specialist in Signaling & Systems (0.5)		
1.11. Specialist in Communications Systems (0.5)		
1.12. Specialist in CCTV & Security Systems (0.5)		
1.13. Specialist in Workshop Plant depot & Maintenance Way Equipment (0.5)		
1.14. Specialist Cabling (0.5)		
1.15. Specialist Earthworks (0.5)		
1.16. Specialist in Civil Structures (0.5)		
1.17. Specialist in Tunnels (0.5)		
1.18. Specialist in Tunnels Mechanical & Electrical Systems (0.5)		
1.19. Specialist in Road & Pavement (0.5)		
1.20. Specialist in Park & Ride Infrastructure (0.5)		
1.21. Specialist Automatic Fare Collection System (Including park & ride equipment) (0.5)		
1.22. Specialist in Station Structures & Buildings (0.5)		
1.23. Specialist in Station Mechanical & Electrical Systems (0.5)		
1.24. Specialist in Fire Detection and Suppression Systems (0.5)		
1.25. Specialist in Dedicated Feeder and Distribution Service (DFDS i.e. Buses and motor vehicles) (0.5)		
1.26. Specialist in Operational and Capital Risk Analysis (QRA and cost ratio) (0.5)		
1.27. Specialist in Health and Safety (0.5)		
1.28. Specialist in Data and Information Systems (0.5)		
1.29. Chartered Accountant (CA) (0.5)		
2. Project Experience of Assigned Individuals		20

Evaluation Criteria	Weight
<p><i>(as per section 4.1.1 of this RFP)</i></p> <p>2.1. Project Lead/Management 1.5)</p> <p>2.2. Lead Technical Auditor (2)</p> <p>2.3. Lead Asset Management System Auditor (2)</p> <p>2.4. Specialist in RAMs design & reliability analysis (2)</p> <p>2.5. Specialist in Railway Systems Engineering & Integration (0.5</p> <p>2.6. Specialist in Rolling Stock (0.5)</p> <p>2.7. Specialist in Perway (0.5)</p> <p>2.8. Specialist in OCDS/OHTE & OCDS /OHTE support structures (0.5)</p> <p>2.9. Specialist in Substations (0.5)</p> <p>2.10. Specialist in Signaling & Systems (0.5)</p> <p>2.11. Specialist in Communications Systems (0.5)</p> <p>2.12. Specialist in CCTV & Security Systems (0.5)</p> <p>2.13. Specialist in Workshop Plant depot & Maintenance Way Equipment (0.5)</p> <p>2.14. Specialist Cabling (0.5)</p> <p>2.15. Specialist Earthworks (0.5)</p> <p>2.16. Specialist in Civil Structures (0.5)</p> <p>2.17. Specialist in Tunnels (0.5)</p> <p>2.18. Specialist in Tunnels Mechanical & Electrical Systems (0.5)</p> <p>2.19. Specialist in Road & Pavement (0.5)</p> <p>2.20. Specialist in Park & Ride Infrastructure (0.5)</p> <p>2.21. Specialist Automatic Fare Collection System (Including park & ride equipment) (0.5)</p> <p>2.22. Specialist in Station Structures & Buildings (0.5)</p> <p>2.23. Specialist in Station Mechanical & Electrical Systems (0.5)</p> <p>2.24. Specialist in Fire Detection and Suppression Systems (0.5)</p> <p>2.25. Specialist in Dedicated Feeder and Distribution Service (DFDS i.e. Buses and motor vehicles) (0.5)</p> <p>2.26. Specialist in Operational and Capital Risk Analysis (QRA and cost ratio) (0.5)</p> <p>2.27. Specialist in Health and Safety (0.5)</p> <p>2.28. Specialist in Data and Information Systems (0.5)</p> <p>2.29. Chartered Accountant (CA) (0.5)</p>	
<p>3. Company Experience</p> <p><i>(as per section 4.2 of this RFP)</i></p>	25

Evaluation Criteria	Weight
<p>3.1. Provide three (3) examples of freight railway or commuter rail engineering infrastructure projects in the last ten (10) years (6)</p> <p>3.2. Provide two (2) examples of successful execution of railway asset audit projects in the last ten (10) years (4)</p> <p>3.3. Provide two (2) projects in asset management systems in the last ten (10) years (4)</p> <p>3.4. Provide one (1) example of project in Public Private Partnership in the last ten (10) years (3)</p> <p>3.5. Provide two (2) examples of two (2) projects that clearly demonstrate successful development initiatives to SMMEs/QESs (2)</p> <p>3.6. Provide two (2) examples of two (2) projects that clearly demonstrate successful skills transfer to the client (2)</p> <p>3.7. Provide two (2) written references for railway asset audit projects and two (2) references for railway engineering infrastructure project (4)</p>	
<p>4. Method Statement/Methodology <i>(as per section 4.3 of this RFP)</i></p> <p>4.1. Project governance structure/organogram reflecting the different levels of responsibility and accountability (3)</p> <p>4.2. Technical auditing methodology (4)</p> <p>4.3. Approach that will be adopted to execute this asset audit project within a PPP environment (3)</p> <p>4.4. Expert knowledge in auditing and engineering processes, standards and procedures (3)</p> <p>4.5. demonstrate a logical and clearly outlined interrelationships / interfaces between different disciplines and between auditing principles and engineering assessments (3)</p> <p>4.6. demonstrate how will the Remaining useful life of an asset/asset grouping be determined from components and sub-systems level (5)</p> <p>4.7. demonstrate understanding of the multi-disciplinary nature of the project and outline how interdependencies between sub-systems / systems will be resolved throughout the project lifecycle (3)</p> <p>4.8. demonstrate quality control and apply strict quality measures and assurance throughout the duration of the project (3)</p> <p>4.9. Provide a supplier development methodology detailing how the service provider will develop identified SMME's (3)</p>	30

Evaluation Criteria	Weight
5. Schedule <i>(as per section 4.4 of this RFP)</i>	10
5.1. Provide a level two (2) programme activities that show: <ul style="list-style-type: none"> 5.1.1 a build up to deliverables, dependencies and link to milestones (2) 5.1.2 clearly identifying the critical path and duration of all preliminary activities (2) 5.1.3 internal quality control and assurance, document review procedure with turnaround time as part of the schedule (2) 5.1.4 a review procedure and duration of at least fourteen (14) business days between GMA and the Concessionaire (2) 	
TOTAL POINTS	100
MINIMUM THRESHOLD	75

5.2.4. **Functionality Evaluation scale**

5.2.4.1. Method of scoring for 1, 2 and 3 related to skills and experience of key persons and experience of the team as per requirements in section 4.1, 4.1.1 and 4.2 of the RFP as minimum submission.

Scoring will be as follows:

Table 5: Evaluation Scale for RFP Section 4.1.; 4.1.1. & 4.2 (Section 1 , 2 and 3 of Table 3)

Score (as %)	Score criteria
0 (No Response)	Bidder has submitted no information or inadequate information to determine a scoring level.
40 (Poor)	Bidder's response lacks convincing evidence of experience/skills in projects of a similar nature.
75 (Satisfactory)	Bidder's response is acceptable in demonstrating availability of experience/skills in the majority of functional areas of the project.
90 (Good)	Bidder's response demonstrates extensive understanding of requirements and availability of skills/experience to meet all requirements of the project.

100 (Very Good)	Bidder's response excellent, demonstrating outstanding understanding of requirements and availability of experience/skills to meet all requirements of the project.
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- 5.2.4.2. Method of scoring for 4 and 5 related to project management and planning, methodology and schedule as per requirements in section 4.3 and 4.4 of the RFP as minimum submission.

Scoring will be as follows:

Table 6: Evaluation Scale for RFP Section 4.3 & 4.4 (Section 4 and 5 of Table 3)

Score (as %)	Score criteria
0 (No Response)	Bidder has submitted no information or inadequate information to determine a scoring level.
40 (Poor)	Bidder's response lacks convincing evidence of its understanding of the key tasks/activities and allocation of time to complete.
75 (Satisfactory)	Bidder's response shows a reasonable understanding of the key tasks/activities and allocation of time to complete.
90 (Good)	Bidder's response shows an extensive understanding of the key tasks/activities and allocation of time to complete.
100 (Very Good)	Bidder's response shows an outstanding understanding of the key tasks/activities and allocation of time to complete.

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

- 5.3.1. 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.

- 5.3.2. The preference point system to be applied in this Tender is 80/20.

5.4. Stage 4: Award Criteria

- 5.4.1. Given the strategic nature of this project to the overall mandate of the GMA, objective criteria as envisaged in the Preferential Procurement Policy Framework Act (PPPFA) 2005 s2(1)(f) and Preferential Procurement Regulations (2017) Regulation 11(1) and (2), may be applied as award criteria for this tender.

- 5.4.2. PPPFA s 2(1)(f), reads: "the contract must be awarded to the tenderer who scores the highest points, unless objective criteria in addition to those contemplated in paragraphs

(d) and (e) justify the award to another tenderer".

5.4.3. Preferential Procurement Regulations (2017) Regulation 11 (1) and (2) reads: "A contract may be awarded to a tenderer that did not score the highest points only in accordance with section 2(1)(f) of the Act. (2) If an organ of state intends to apply objective criteria in terms of section 2(1)(f) of the Act, the organ of state must stipulate the objective criteria in the tender documents".

5.4.4. Any of the following objective criteria may be applied as award criteria for this tender:

5.4.4.1. **Discrepancy in value for money** - where the difference between final scores is relatively low and the difference in functional scores is high, the award may be made to the bidder that did not score the highest total points.

5.4.4.2. **Risk of additional scope creep** – where the bidder with the highest points has quoted an abnormally low-priced bid, the award may be made to the bidder that did not score the highest total points.

5.4.4.3. **Risk of GMA incurring irregular, fruitless, and wasteful expenditure** – where results of a risk-based due diligence check on the bidder with the highest total points reveal findings that may impact successful delivery of the project, in turn, strategic objectives of the GMA, the award may be made to the bidder that did not score the highest total points.

6. COSTING INSTRUCTION

- 6.1. The successful Bidder must execute the required services as articulated in Section 3 (Scope of Work) of this RFP optimally such that time and resources are planned, deployed, and monitored to maximum efficiency and minimum costs.
- 6.2. Bidders must return their bid submission together with a pricing schedule indicating the deliverable, associated milestones to that deliverable, and associated activities to each milestone of the deliverable with associated resource and hour commitment to the activity for the scope of work and each of the deliverables articulated in Section 3 of this RFP.
- 6.3. Bidders are required to fill in separate tables per deliverable/milestone as per template below. Bidders may add additional lines in line with their proposal.

Table 7: Cost Per Deliverable/Milestone – Project Execution Plan (Section 3.6 above)

Expertise	Resource Name	No. of Hours	Hourly Rate (incl. VAT)	TOTAL (incl. VAT)
SUB-TOTAL			R	R

- 6.4. The Successful Bidder shall at their own cost; provide any tools, resources, and equipment required to execute the scope of services as per the requirements articulated in Section 3 of this RFP including any provisions necessary to enable the safe execution of these works during the COVID-19 Pandemic lockdown restrictions as prescribed by Government.
- 6.5. Remuneration will be payable in South African Rand (ZAR) for hours spent on an actual and approved time-based invoice that will be based on each project milestone delivered. Payment for the hours spent on the delivery of a billable milestone will not exceed the monetary amount indicated in the bidder's submission of same.
- 6.6. All claims for travel and other legitimate disbursement expenditure must be pre-approved by the GMA before they are incurred and are reimbursable at cost. All receipts are to be safely kept by the Service Provider. Disbursements will be structured and paid for as follows:
- 6.6.1. Airfare, where applicable, to be calculated at economy class rates,
 - 6.6.2. car rental (class B),
 - 6.6.3. private car usage will be reimbursed according to AA- travelling rates; and
 - 6.6.4. accommodation, where applicable, will be based on a 3-star hotel or Guest house with Bed & Breakfast.
- 6.7. For purposes of bid evaluation, all bids must be submitted inclusive of a provisional sum not exceeding 5% of their total price for all disbursements.

7. CONTRACT PERIOD

The service as set out in this RFP will be rendered within a period of twenty-one (21) months.

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

- 8.1. 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.
- 8.2. The GMA expects Bidders to comply with the provisions of the POPI Act fully. Furthermore, where applicable, the GMA expects that the Bidders should have obtained consent from data subjects to release their personal information to third parties.

9. CONFIDENTIALITY

The successful Bidder must sign a Non-Disclosure Agreement and must adhere to the following:

- 9.1. keep confidential information they shall have access to, which could include but is not limited to statistics, audit reports, data, as well as station office and backrooms.
- 9.2. maintain the strictest confidentiality for:
- a. 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
 - b. 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 Gautrain.

10. DECLARATION OF INTEREST

- 10.1. Bidders must submit a declaration of any conflict of interest, any other involvement in the Gautrain Rapid Rail Link Project, as well as any other conflicts arising from awarding of pending bids that may affect the discharge of their responsibilities in this RFP. The declaration must be completed in Annexure 2 of this RFP.

11. INTELLECTUAL PROPERTY

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

12. BUSINESS CONTINUITY AND DISASTER RECOVERY PLAN

- 12.1. Service Provider shall, for the duration of the contract, have in place a Business Continuity and Disaster Recovery Plan (BCDR Plan) in the event of a disaster or other service delivery interruptions specifically with reference to resources management, data, storage and process management and product or service delivery in terms of the contractual obligations.
- 12.2. In the event that Service Provider invokes its BCDR Plan in relation to an incident that could impact on its ability to discharge its contractual obligations as agreed, it shall notify Service Recipient as soon as reasonably practicable following such invocation and shall at all times keep the Service Recipient abreast of developments pertaining to such disaster.
- 12.3. The Service Provider shall ensure that the BCDR Plan is tested on a regular basis, and at least annually. The Service Provider shall provide the Service Recipient with a report following each test that summarizes the tests conducted and its outcomes. Where

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

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

ANNEXURES:**ANNEXURE 1A: DECLARATION OF SUPPLIER DEVELOPMENT (SUBCONTRACTING) COMMITMENTS**

I/We _____

hereby agree/do not agree to commit ____ % of the contract value will be spent cumulatively on Supplier Development Initiatives. This subcontracting requirement must be discharged against the following Supplier Development categories as outlined in the Supplier Development Plan Paragraph 13.8. Tick box where applicable.

☐ Procurement & Sub-contracting to Emerging Micro Enterprise (EME) or Qualifying Small Enterprise (QSE) owned by at least 51% black People with Disabilities, and or

☐ Procurement & Sub-contracting to EME or QSE owned by at least 51% black people who are Women, and or

☐ Procurement & Sub-contracting to EME or QSE owned by at least 51% black people who are Youth, and or

☐ Procurement & Sub-contracting to an EME or QSE.

I/We do hereby certify that the Supplier Development commitments made in relation to this RFP are solely in relation to this transaction and are not duplicated in relation to any other contracts that I/we have secured with any other organ of state including other State-Owned Companies.

SIGNED at _____ on this ____ day of _____ 2021.

SIGNATURE OF WITNESS

SIGNATURE OF RESPONDENT

ANNEXURE 1B: SUPPLIER DEVELOPMENT VALUE INDICATOR

The Supplier Development Value indicator is to be completed if the Respondent is pre-selected on the GMA database and is subsequently requested to execute a specific task order. The Respondent is however required to submit a detailed Supplier Development Plan which outlines how it intends on achieving the SD objectives based on the Supplier Development Categories outlined in Section 11.

No	Supplier Development Category (SD)		Supplier Development Value Indicator	Quantity	Estimated Rand Value (ZAR)
1	Skills Development	Indicate your firm's commitment to skills transfer to emerging firms as well as to the Client body. Consideration needs to be directed towards the adequate quality and value of proposed skills development to allow for better evaluation in line with Government's objectives	Number and Rand value of Blacks to be trained over the Contract Period		
			Number and Rand value of higher education bursaries and/or scholarships to be offered by your company, if applicable (specify)		
			Rand value of other skills development initiatives (to be further detailed in your SD Bid Document)		
2	Job Creation	Indicate your firm's commitment to job creation directly due to the award of this business,	Number and Rand value of new skilled jobs to be created due to Award of Contract		
			Number and Rand value of new unskilled jobs to be created by Award of Contract (if applicable)		
			Number of jobs which would be preserved through Award of Contract		
			Number of jobs to be created for Black youth (where "youth" means individuals between the ages of 16 - 35 years), Black women and Blacks with disabilities through Award of Contract		
3	Procurement & Sub-contracting to BBBEs	Indicate your firm's commitment in procuring and sub-contracting to BBBEs	Percentage/The Rand amount of procurement and sub-contracting from businesses with an annual turnover of less than R35 million		
4	Procurement & Sub-contracting to Youth Owned Enterprises	Indicate your firm's commitment in procuring and sub-contracting to Youth Owned Enterprises	Percentage/The Rand amount of procurement and sub-contracting provided to Youth Owned Enterprises		
5	Procurement & Sub-contracting to Black Women Owned Enterprises	Indicate your firm's commitment in procuring and sub-contracting to Black Women Owned Enterprises	Percentage/The Rand amount of procurement and sub-contracting provided to Black Women Owned Enterprises		
6	Partnerships with Gauteng based Tertiary Institutions of Higher Learning	Indicate how your firm intends on providing exposure of Rail research methodologies to tertiary students in Engineering, Science and Rail related fields.	The number and estimated Rand value of Students educated over the contract period, subject to award of contract		
7	Promotion of growth and development through joint ventures & partnerships	Indicate your firm's commitment in partnering with an emerging BBEE firm	The contract value of advisory work provided to an emerging firm as result of a partnering arrangement with a BBEE firm		

ANNEXURE 2: DECLARATION OF INTEREST

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

"State" means-

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

Note :

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

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

- ☐ has no interests (interests in terms of any other involvement with the State; as well as any other conflict of interest that may arise from the awarding of pending bids) that could be prejudicial to our independence and/or our ability to discharge the responsibilities required by this RFP
- ☐ has interests (interests in terms of any other involvement with the State; as well as any other conflict of interest that may arise from the awarding of pending bids)

that could be prejudicial to our independence and/or our ability to discharge the responsibilities required by this RFP. The particulars are as stated below :

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

SIGNED at _____ on this ____ day of _____ 20__

SIGNATURE OF WITNESS

SIGNATURE OF RESPONDENT

RFP - PART C:**BIDDERS DECLARATION**

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

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

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

DATE OF SIGNATURE	
ALTERNATIVE TENDER	<i>Word limit – [500] words</i>
Where a Bidder also submits an Alternative Tender, it must include any supplementary material, together with associated prices, which demonstrates in detail that such an alternative will fully achieve and/ or exceed all the specifications or requirements together with references as to why the alternative proposal/s may be advantageous. This should be cross-referenced to the Specification.	
CONFLICT OF INTEREST	
Provide details of any interests, relationships or clients which may give rise to a conflict of interest and the area of expertise in which that conflict of interest may arise.	<i>Complete as attached in SBD 4</i>

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

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

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

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

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

Contact National Treasury for further clarity on the process:

Email: csd@treasury.gov.za

Telephone: 012 315 5509

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

- CSD Supplier Number
- CSD Unique RRN

SBD 1 - A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE GAUTRAIN MANAGEMENT AGENCY					
BID NUMBER:	GMA/008/21		CLOSING DATE:	10 DECEMBER 2021	CLOSING TIME: 11H00
DESCRIPTION	PROVISION OF GAUTRAIN SYSTEM ASSETS CONDITION ASSESSMENT				
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					
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	
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.					

TERMS AND CONDITIONS FOR BIDDING

<p>1. BID SUBMISSION:</p> <p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>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.</p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p> <p>1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT.</p>
<p>2. TAX COMPLIANCE REQUIREMENTS</p> <p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>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.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>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.</p> <p>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."</p>

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:
(Proof of authority must be submitted e.g. company resolution)

DATE:

SBD 3.1

PRICING SCHEDULE

Name of Bidder:

Ref Number: GMA/008/21

Closing Time: 11H00 AM

Closing Date: 10 December 2021

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.

Bidders are required to submit a separate detailed price proposal.

SBD 3.2**PRICING DECLARATION**

Dear Sir/Madam

After having carefully read through and examined this RFP Reference Number GMA/008/21 in its entirety together with all the provisions contained in each section of the RFP document,

We hereby offer to provide Gautrain System Assets Condition Assessment for the Gautrain Management Agency as per requirements stated in the Terms of Reference (TOR) section of the REQUEST FOR PROPOSAL document:

IN AMOUNT: R _____ (including VAT)

IN WORDS: R _____ (including VAT)

We confirm that this price covers all costs associated with provision of Gautrain System Assets Condition Assessment for the Gautrain Management Agency 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 120 (one hundred and twenty) days from the date of submission of offers. We further undertake that upon final acceptance of our offer, we will commence with the provision of service when required to do so by the Client.

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

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

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

**PRICE DECLARATION
(MANDATORY INFORMATION)**

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

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

NAME OF BIDDER	
IDENTITY NUMBER	
POSITION	
SIGNATURE OF AUTHORISED SIGNATORY	

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favoritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

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

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

2.1 Full Name of bidder or his or her representative:

.....

2.2 Identity Number:.....

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

.....

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

2.5 Tax Reference Number:

2.6 VAT Registration Number:

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

2.7 Are you or any person connected with the bidder **YES/NO**

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

YES/NO

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member

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

.....

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

Any other particulars:

.....

.....

.....

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

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

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

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

.....

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members
 or their spouses conduct business with the state in the previous 12 months **YES/NO**

2.8.1 If so, furnish particulars:

.....

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

2.9.1 If so, furnish particulars.

.....

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

2.10.1 If so, furnish particulars.

.....

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

2.11.1 If so, furnish particulars:

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

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

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

DECLARATION

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

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

NAME OF BIDDER	
IDENTITY NUMBER	
POSITION	
SIGNATURE OF AUTHORISED SIGNATORY	

SBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2

- a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included), however both 80/20 and 90/10 preference point systems shall be applicable. The 80/20 shall apply in case all received bids are below R50 000 00, and the 90/10 shall apply in case there is one or more bids that exceed R50 000 000;

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

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

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

2. DEFINITIONS

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

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{\min} = Price of lowest acceptable bid

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

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

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

5. BID DECLARATION

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

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

- 6.1 B-BBEE Status Level of Contributor: =(maximum of 10 or 20 points)
 (Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

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

(Tick applicable box)

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

- 7.1.1 If yes, indicate:

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

(Tick applicable box)

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

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

Designated Group: An EME or QSE which is at 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.

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

DECLARATION OF BIDDERS PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

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

I, the undersigned, in submitting the accompanying bid:

_____ (Bid Number and Description)

In response to the invitation for the bid made by:

_____ (Name of Institution)

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

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

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorised by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorised by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organisation, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.

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

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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.

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COVID-19 DECLARATION

All persons entering the GMA premises will be subject to screening. Screening is a way for the GMA SHEQ representative to find out if you may have symptoms related to COVID-19 or any other related infectious diseases. The GMA SHEQ representative will ask you questions and scan your forehead to take your temperature.

What happens if I have not travelled, have not been in contact with anyone with COVID-19 and do not have symptoms?

You will be allowed to continue working in the GMA offices, provided you have been cleared for entry by the respective Head of Unit and the SHEQ team) during the Lockdown Levels as per COGTA Regulations and must keep on observing the GMA protocols on protecting yourself and other employees as well as ensuring personal hygiene:

1. Stay at home and self-isolate from others in the household if you feel unwell and do not come to work.
2. Undergo through temperature screening at the beginning of your shift and before the end of your shift.
3. A Face Mask must be worn at all times during your entry, in all common areas, during any interactions with other staff and when you exit the building.
4. Limit the lift occupancy to the maximum of two occupants.
5. Wash your hands often with soap and water for 20 seconds or use alcohol-based hand sanitizer.
6. Cover your nose and mouth with a disposable tissue or flexed elbow when you cough, or sneeze do not touch your eyes, nose, or mouth.
7. Maintain social distancing of at-least 1.5 meters away from your colleagues.
10. Avoid physical meetings and consider virtual meeting.
11. The GMA has a right to turn away any employee who does not meet the requirements for acceptable temperature readings as per the NDOH guidelines.

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RFP - PART D**SUPPLIER CODE OF CONDUCT****ABBREVIATIONS, TERMINOLOGIES AND DEFINITIONS**

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

TERMINOLOGIES	DEFINITIONS
Brand Identity	Means the outward expression of a brand (which is the Gautrain) which includes its name, trademark, communication and visual appearance.

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

PURPOSE OF SUPPLIER CODE OF CONDUCT

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

APPLICABILITY/SCOPE

This code of conduct is applicable to all GMA Suppliers.

PREAMBLE

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

5 INTRODUCTION

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

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

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

- Management Systems

6 ETHICS

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

6.1 Business Integrity

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

6.2 Conflict of Interest

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

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

6.3 Fair Competition

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

6.4 Privacy and Intellectual Property

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

6.5 Reputation Management

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

7 LABOUR AND HUMAN RIGHTS

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

7.1 Diversity and Inclusion

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

7.2 Child Labour Avoidance

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

7.3 Freedom of Association

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

7.4 Abuse/Harassment/Disciplinary Action

While the GMA recognizes and respects cultural differences, Suppliers are required to provide their employees a workplace free of harsh and inhumane treatment, without any sexual harassment, sexual abuse, corporal punishment or torture, mental or physical coercion or verbal abuse of employees or threat of any such treatment. Suppliers must treat all employees with respect and dignity and comply with applicable legislation on disciplinary practices.

7.5 Fair and Equal Treatment

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

7.6 Forced Labour

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

7.7 Working Hours

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

7.8 Compensation and Benefits

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

8 SAFETY, HEALTH, ENVIRONMENT AND QUALITY

Suppliers are expected to provide a safe and healthy working environment and, if applicable, safe and healthy company living quarters, and to operate in an environmentally responsible and efficient manner. Suppliers will comply with all applicable laws and regulations pertaining to health, safety, environment and quality in the workplace. GMA recognizes its social responsibility to protect the environment and expects its Suppliers to share its commitment by responding to challenges posed by climate changes and working toward protecting the environment. Suppliers commit to continuously strive to improve performance in all these areas by integrating sound safety, health and quality management practices into all aspects of business without limitation:

8.1 Occupational Health and Safety

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

8.2 Product Safety

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

8.3 Resource Conservation and Climate Protection/Waste and Emissions

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

8.4 Quality Requirements

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

9 MANAGEMENT SYSTEMS

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

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

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

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

10 ROLES AND RESPONSIBILITIES

Responsibility	Designation	Level of Responsibility / Accountability
Accounting Officer	Chief Executive Officer (CEO)	<ul style="list-style-type: none"> • The Chief Executive Officer is responsible for articulating the core values for the GMA.
Responsible Authority	Chief Financial Officer (CFO)	<ul style="list-style-type: none"> • Responsible for communicating this code to the Suppliers and providing guidance on the management of exceptions to this code. • Responsible for implementing suitable systems to support the implementation of this code of conduct.

Executing Authorities	All GMA employees and Suppliers	<ul style="list-style-type: none"> Responsible for upholding and putting into action this code of conduct. Responsible for ensuring compliance and reporting non-compliance to this code of conduct.
Administrative/Revisions/Amendments Responsibility	Executive Manager: SCM	<ul style="list-style-type: none"> Responsible for the annual review of the code and/or amending of the code as necessary.
Enquiries	Chief Financial Officer (CFO)	<ul style="list-style-type: none"> Responsible for the overall management and implementation of GMA SCM policies. Proposed Corrections and/or amendments to this document must be forwarded to the Executive Manager: SCM in the Finance Department.

11 RELATED DOCUMENTS

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

- i. The Constitution of the Republic of South Africa, act 108 of 1996, Section 217;
- ii. Occupational Health and Safety Act, 1993;
- iii. Public Finance Management Act (PFMA) of 1999;
- iv. Preferential Procurement Policy Framework Act (PPPFA) of 2000 and its related Regulations;
- v. Construction Industry Development Board Act of 2000 and its related Regulations;
- vi. Prevention and Combating of Corrupt Activities Act of 2004;
- vii. Gautrain Management Act of 2006;

- viii. Broad-Based Black Economic Empowerment Act (B-BBEE) and Codes of Good Practice of 2013 and its related Regulations;
- ix. GMA Supply Chain Management Policy;
- x. GMA Fraud Prevention and Whistle Blowing Policy;
- xi. GMA Brand Policy; and
- xii. GMA Strategic Plan for 2018/19 to 2020/21.

12. REVIEW OF THE SUPPLIER CODE OF CONDUCT

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

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

NAME OF BIDDER	
POSITION	
AUTHORISED SIGNATORY	
DATE	