

REQUEST FOR PROPOSAL

RFP REFERENCE No.: GMA/003/22

PROVISION OF UPGRADES AND IMPROVEMENTS TO THE TEMPORARY TAXI RANK AT VEREENIGING METRORAIL STATION

The GMA seeks:

to appoint a suitably qualified and experienced contractor to upgrade and improve the temporary taxi rank at Vereeniging Metrorail Station within the period of four months.

DATE OF ISSUE: 29 JULY 2022

COMPULSORY BRIEFING SESSION DATE: 05 AUGUST 2022 AT 11H00

CLOSING DATE FOR SUBMITTING QUESTIONS: 23 AUGUST 2022

CLOSING DATE FOR TENDER SUBMISSION: 26 AUGUST 2022

CLOSING TIME: 11H00

NB: Details for COMPULSORY BRIEFING SESSION are found on Page 106

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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 upgrades and improvements to the temporary taxi rank at Vereeniging Metrorail Station

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/003/22) in order to appoint a suitably qualified and experienced contractor to upgrade and improve the temporary taxi rank at Vereeniging Metrorail station as specified in this RFP PART B – Terms of Reference.
4. The appointment of a successful contractor 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 contractor to upgrade and improve the temporary taxi rank at Vereeniging Metrorail station within a period of four months.

INDICATIVE PROJECT TIMETABLE

ACTIVITY	DATE
Issue of RFP	28 July 2022
Compulsory Briefing Session Date and Time	05 August 2022 at 10am -11am
Briefing Session Venue	Roshnee Civic Hall (Also called Vereeniging City Hall)
Link for Briefing session registration form	https://forms.office.com/r/S03vTqchqu
Closing Date for submitting questions	23 August 2022
Closing Date and Time	26 August 2022 at 11h00
Intended completion of evaluation of tenders	26 October 2022
Intended formal notification of successful Bidders	26 November 2022
Effective date of contract	01 December 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 26 th of August 2022
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 90 (ninety) days from the Closing Date. This period may be extended by written mutual agreement between the GMA and the Bidder.

STATUS OF TENDER

57. Each Tender constitutes an irrevocable offer by the Bidder to the GMA to provide the Services required and otherwise to satisfy the requirements of the Specification as set out in this RFP Part B.
58. A Tender must not be conditional on:
- a. The Board approval of the Bidder or any related governing body of the Bidder being obtained;
 - b. the Bidder conducting due diligence or any other form of enquiry or investigation;
 - c. the Bidder (or any other party) obtaining any regulatory approval or consent;
 - d. the Bidder obtaining the consent or approval of any third party; or
 - e. the Bidder stating that it wishes to discuss or negotiate any commercial terms of the contract.
59. The GMA may, in its absolute discretion, disregard any tender that is, or is stated to be, subject to any one or more of the conditions detailed above (or any other relevant conditions).
60. The GMA reserves the right to accept a Tender in part or in whole or to negotiate with a Bidder in accordance with the clause 88 (Unreasonable disadvantage) of this RFP Part A.

TENDER RESPONSE

COMPLIANCE WITH SPECIFICATION

61. Under Part C of this RFP, a Bidder must submit a tabulated statement showing its level of compliance to the Specification contained in this RFP Part B.
62. In particular, Bidders must state if they will not comply with the Specification, or will only comply with the Specification subject to conditions. Full details of the non-compliance (including the nature and extent of the non-compliance and any reasons for such non-compliance) must be stated in the space provided in the tabulated statement.
63. No response is required in respect of a particular section of the Specification where Bidders will comply with the Specification. Only sections that Bidders have not complied

with, or will only comply with subject to conditions, should be noted in the tabulated statement.

64. The GMA is prepared to contemplate minor variations or departures from the Specification proposed by Bidders.
65. However, Bidders should note that significant or substantive variations or departures from the Specifications will not be viewed favourably unless the Bidder is able to clearly demonstrate to the satisfaction of the GMA the necessity for such variations or departures.

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

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

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

GENERAL

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

ALTERNATIVE TENDER

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

INNOVATIVE SOLUTIONS

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

CONTRACT DISCLOSURE REQUIREMENTS

DISCLOSURE OF INFORMATION

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

78. If a Bidder wishes to withhold the disclosure of specific contract information, the Bidder must clearly outline how the release of this information will expose trade secrets, business strategy or unique methodologies that may expose the business unreasonably to disadvantage.

TRADE SECRETS

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

UNREASONABLE DISADVANTAGE

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

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

EVALUATION OF TENDERS

EVALUATION PROCESS

81. Following the Closing Time, the GMA intends to evaluate the Tenders received.
82. Tenders will be evaluated against the Evaluation Criteria specified under the section "Evaluation Criteria Format".
83. Without limiting the GMA's rights in the RFP, the GMA may at any time during the Tendering Process choose to:
- a. Shortlist one or more Bidders; and
 - b. accept one or more of the Tenders.

84. Unless the Evaluation Criteria explicitly require, the GMA may, but is not in any way bound to, shortlist, to select as successful, or to accept the Tender offering the lowest price.
85. Should the GMA choose to include a short listing stage in its evaluation process, the GMA is not, at any time, required to notify Bidders or any other person or organisation interested in submitting a Tender.
86. A Bidders Response will not be deemed to be unsuccessful until such time as the Bidder is formally notified of that fact by the GMA. The commencement of negotiations by the GMA with one or more other Bidders is not to be taken as an indication that any particular Bidders Response has not been successful.

EVALUATION CRITERIA FORMAT

87. The evaluation criteria is weighted to reflect the importance of project requirements noted in the Specifications:
88. In evaluating Bidders Responses, the GMA will have regard to:
- a. Specific evaluation criteria identified in the list below;
 - b. the overall value for money proposition presented in the Bidders Response; and
 - c. particular weighting assigned to any or all of the evaluation criteria specified below.
89. For the purposes of this RFP clause 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 three-stage evaluation process. As a pre-requisite, a bid must comply with the requirements of the bid solicitation and meet the pre-qualification requirements before being evaluated further to next stage. The minimum threshold of the functionality evaluation criteria must also be met in order for the bid to be declared responsive and qualify to the next evaluation stage.

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

Evaluation element	Weighting	Threshold score
Technical proposal	100	80 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 3-6 of Terms of Reference**. Failure to provide adequate information for evaluation of the criteria listed below will at least result in minimal subjective consideration and may result in loss of points.

96. A minimum threshold for functionality is based on meeting the suppliers' reseller or partner status. Bids that do not meet this threshold in each section will automatically be disqualified from further evaluation.

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

PRICE EVALUATION

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

B-BBEE EVALUATION

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

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

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

POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

101. 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

102. The GMA may seek clarification from and enter into discussions with any or all of the Bidders in relation to their Tender. The GMA may use such information in interpreting the Tender and evaluating the cost and risk in accepting the Tender. Failure to supply clarification to the satisfaction of the GMA may render the Tender liable to disqualification.

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

DISCUSSION WITH BIDDERS

104. The GMA may elect to engage in detailed discussions with any one or more Bidders, with a view to maximising the benefits of this RFP as measured against the evaluation criteria and in fully understanding a Bidders offer.
105. In its absolute discretion, the GMA may invite some or all Bidders to give a presentation to the GMA in relation to their submissions, that may include a demonstration of software, programs or unique methodologies proposed, if applicable.
106. The GMA is under no obligation to undertake discussions with, or to invite any presentations from Bidders.
107. In addition to presentations and discussions, the GMA may request some or all Bidders to:
- a. Conduct a site visit, if applicable;
 - b. provide references or additional information; and/or
 - c. make themselves available for panel interviews.

BEST AND FINAL OFFERS

108. Bidders or where the Tendering Process involves a short listing process, shortlisted Bidders may be invited by the GMA to submit a best and final offer in relation to all or certain aspects of their respective Tenders.
109. The GMA is under no obligation to give Bidders the opportunity to submit a best and final offer. If the GMA chooses to give Bidders the opportunity to submit a best and final offer, it is under no obligation to give notification before the Closing Time that such opportunity will be given.
110. Notwithstanding the possibility that the GMA may give Bidders the opportunity to submit a best and final offer, Bidders should be aware that the GMA will, in conducting its evaluation of Tenders, rely on all information (including all representations) contained in such Tenders. Bidders are therefore encouraged to submit their best and final offers in the first instance.

SUCCESSFUL TENDERS

NO LEGALLY BINDING CONTRACT

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

PRE-CONTRACTUAL NEGOTIATIONS

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

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

NO OBLIGATION TO ENTER INTO CONTRACT

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

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

ADDITIONAL RULES

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

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

BIDDER WARRANTIES

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

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

GMA'S RIGHTS

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

- a. Cease to proceed with, or suspend the Tendering Process prior to the execution of a formal written contract;
- b. alter the structure and/or the timing of this RFP or the Tendering Process;
- c. vary or extend any time or date specified in this RFP for all or any Bidder or other persons;
- d. terminate the participation of any Bidder or any other person in the Tendering Process;
- e. require additional information or clarification from any Bidder or any other person or provide additional information or clarification;
- f. call for new Tenders;
- g. reject any Tender received after the Closing Time;
- h. reject any Tender that does not comply with the requirements of this RFP; or
- i. consider and accept or reject any alternative tender.

GOVERNING LAWS

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

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

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

INCONSISTENCY

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

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

RFP – PART B

TERMS OF REFERENCE

1. PURPOSE

The purpose of this Request for Proposal ("RFP") is to procure the services of a Service Provider to be contracted by the Gautrain Management Agency to undertake the upgrade and improvements to the temporary taxi rank located at the Vereeniging Metrorail station. These upgrades and improvements are required to support Gauteng Department of Roads and Transport's ("GDRT") objective of achieving a well-integrated public transport system using both rail, and road-based infrastructure.

2. BACKGROUND INFORMATION OF THE GAUTRAIN

2.1. General Description of the GMA

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

- a) assist the Gauteng Provincial Government ("GPG") in implementing Gautrain and achieving its objectives;
- b) act on behalf of GPG in managing the relationship between GPG and the Concessionaire in terms of the Concession Agreement ("the CA") and ensure that the interests of GPG are protected;
- c) enhance the integration of Gautrain with other transport services and Public Transport Plans;
- d) promote and maximize the Socio-Economic Development ("SED") and BBBEE 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;
- i) monitor the policy and legislative environment of the Gautrain; and
- j) assist or act on behalf of any organ of state, when so requested, in realising its integrated public transport and rail-related objectives and in protecting its interests and managing the assets, finance and financial securities of such organ of state.

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

- a) carry out the duties assigned to it by this Act, the National Railway Safety Regulator Act, 2002 (Act 16 of 2002) or any applicable law;
- b) exercise the rights and perform the duties of the Province in terms of concession agreements;
- c) manage and oversee concession agreements on behalf of the Province;
- d) act as agent of the MEC under section 56(2) of the Gauteng Transport Infrastructure Act, 2001 (Act 8 of 2001) in relation to protection of the rail reserve and other provincial transport infrastructure involved in the Project;
- e) establish and operate information and management systems for the Project; and
- f) liaise and exchange information with institutions, authorities or professional bodies regarding rail matters in South Africa or in other countries; and
- g) perform any other function related to transport service that may be assigned to the Agency by the MEC from time to time.

2.1.3. The GMA, therefore, requests services under this RFP in terms of 2.1.1 j) of GMA Objectives and 2.1.2 d) and 2.1.2 g) of GMA functions :

3. SCOPE OF SERVICES REQUIRED

The GMA requires a service provider to undertake the engineering, procurement, and construction of the upgrade and improvements to the current temporary mini-bus taxi rank forming part of the Vereeniging Metrorail station precinct for handover to the Emfuleni Local Municipality for operations.

3.1. Architectural Technical Design Requirements

3.1.1. Introduction

The current Vereeniging Interim Taxi Facility has not been maintained properly and urgent repairs are required to the infrastructure.

3.1.2. Purpose and Scope of Works at the Vereeniging Interim Taxi Facility

The present technical specifications contain conditions regarding the carrying out of the constructions-architecture works within the project in order to bring order in a structured manner at the existing Interim Taxi Facility.

The repairs of the existing Interim Taxi Facility will also provide an opportunity to do the following:

- i. Refurbish the existing Ablutions Block;
- ii. Add more temporary ablutions and connecting them to the existing systems;
- iii. New perimeter fencing and gates will also be done to improve the safety and security on the site;
- iv. New Waste Management Area and Refuse Bins;
- v. To repair the existing pavers & kerbing (**Details as per the Engineers Design Report & Technical Requirements Document**);
- vi. New surfacing and markings of the Loading Bays; Holding Bays and Informal Trader Stalls (**Details as per the Engineers Design Report & Technical Requirements Document**);

- vii. To improve on the Water and Sewer connections **(Details as per the Engineers Design Report & Technical Requirements Document);**
- viii. Repair the Stormwater Drainage Systems **(Details as per the Engineers Design Report & Technical Requirements Document);**
- ix. Repair the Electrical Installations **(Details as per the Engineers Design Report & Technical Requirements Document);**
- x. Fire Installations will also need to be repaired to comply with the minimum regulations **(Details as per the Engineers Design Report & Technical Requirements Document).**

3.1.2.1. EXISTING MALE & FEMALE ABLUTIONS BLOCK TO BE REFURBISHED

Male & Female Toilets		
Building Description <p>The Existing Ablutions Block is to be refurbished and all sections to comprise WCs, Urinals (MALE) and Hand Wash Areas. Sections for Mobility Impaired Persons are included - total of two per block (one male and one female). Mobility Impaired Toilets to be Located close to the block entrances.</p>		
Work Refurbished	Building Footprint 144m ²	Number of floors 1
Drawing Number / Plan Reference Drawing No: 112021-001 REV J		Applicable Building Codes / Regulation For applicable Building Codes and Standards see list of Building Codes and Standards in section 5 below.
Object Security Class II		Description / Comment on Security Class Vandalism, Crime Against Property. No Video Surveillance Only Private Mechanical Key System.
General Architectural Works		

Male & Female Toilets

Roof: Make Good and Repaint including gutters and all rain water down pipes and accessories.

Exterior Walls: Make Good and Repaint.

Interior Walls: Make Good and Repaint.

Floors: New Porcelain Floor Tiles.

Sanitary Fittings: New Sanitary Ware.

Specific Architectural Works

Minimum Finishing Specifications for the Male/Female Blocks are as follows:

Floors: Porcelain Floor Tiles.

Masonry Walls: Ceramic tiles to 2400 above finished floor level and fungicidal enamel paint to ceiling level, alternate – Ceramic tiles floor to ceiling.

Ceilings: fibre cement boards as applicable on 38 x 38mm brandering and painted – paint to be fungicidal enamel paint.

Doors: Full Hardwood (Externally) and Solid Core (Internally) with 100mm undercut - Standard colours to be approved by the Employer or Employers' Representative/s.

Skirting: Porcelain tile.

Cornices: 75mm gypsum.

Cills: Ceramic tiles - alternate – Plaster and paint.

WCs: Wall mounted white vitreous ceramic toilet bowl with Geberit built-in wall type flushing system or to match existing flushing system – all to connect to existing sewer system. Sewer System to be repaired where necessary.

Vanity: Granite hand wash trough to connect to existing waste pipes and all to connect to existing sewer system. New wall mounted taps tapping into the existing water supplies. Repair all systems where necessary.

Male & Female Toilets

Special: Aluminium tiling edge trims. Treated hardwood seats on pre-painted wall mounted steel frames (FEMALE).

Floor drains - all to connect to existing sewer system. Sewer System to be repaired where necessary.

Lavatory facilities for mobility impaired persons

Lavatory Basins: White vitreous ceramic wall mounted with metered taps tapping into the existing water supplies and chromed bottle trap - all to connect to existing sewer system. Sewer System to be repaired where necessary.

WCs: Wall mounted white vitreous ceramic toilet bowl with Geberit built-in wall type flushing system or to match existing flushing system - all to connect to existing sewer system. Sewer System to be repaired where necessary.

Special: stainless steel grab rails adjacent and behind the WC according to the SABS Part S specification. Vandal proof chromed or stainless-steel soap dispensers, toilet roll holders, paper towel dispensers.

General Electrical Works

Make Good All Existing Electrical Works **(Details as per the Electrical Engineers Design Report & Technical Requirements Document)**

3.1.2.2. Temporary Male & Female Ablutions

Male & Female Toilets (CONTAINER TYPE)		
<p>Building Description</p> <p>Provisions should be made for hiring 1No. x 12 x 3m Female Container Toilets and 1No. x 12 x 3m Male Container Toilets to be positioned close to the Existing Container Toilets and connected to the existing water and sewer systems. All sections to comprise WCs, Urinals (MALE) and Hand Wash Areas. Sections for Mobility Impaired Persons should be included with at least one per container. Mobility Impaired Toilets should be Located close to the entrances - one on the male section and one on the female section.</p> <p>Allowances should be made for all Electrical Connections and Installations to the two containers.</p>		
Work New	Building Footprint 72m ²	Number of floors 1
Drawing Number / Plan Reference Drawing No: 112021-001 REV J		Applicable Building Codes / Regulation For applicable Building Codes and Standards see list of Building Codes and Standards in section 5 below.
Object Security Class II		Description / Comment on Security Class Vandalism, Crime Against Property. No Video Surveillance Only Private Mechanical Key System.
General Architectural Works N/A		
Specific Architectural Works N/A		

Male & Female Toilets (CONTAINER TYPE)

NOTE: FOR THE ABOVE TEMPORARY ABLUTIONS- AN ACCEPTABLE AND EQUIVALENT ALTERNATIVE TEMPORARY SOLUTION CAN BE PROPOSED IN THE BIDDERS OFFER.

3.1.2.3. Perimeter Fencing and Gates

Perimeter Fencing

Fencing Description

The Current Vereeniging Interim Taxi Facility will need to be secured with a limited number of access points for monitoring movement in and out of the taxi rank. This will protect and improve the safety of the Commuters, Informal Traders and the Taxi Industry assets. Provisions should be made for gates matching the fence type.

Work	Building Footprint	Number of floors
New	1 350m	1

Drawing Number / Plan Reference	Applicable Building Codes / Regulation
Drawing No: 112021-001 REV J	For applicable Building Codes and Standards see list of Building Codes and Standards in section 5 below.

Object Security Class	Description / Comment on Security Class
II	Vandalism, Crime Against Property. No Video Surveillance Only Private Mechanical Key System.

General Architectural Works

Fence: New 2.4m High ClearVu Fencing.

Perimeter Fencing
Gates: New 2.4m High Lockable ClearVu Sliding/Swinging/Folding Gates.
(NOTE: 5 x Vehicular Gates and 6 x Pedestrians Gates)

3.1.2.4. Informal Traders Stalls Canopies

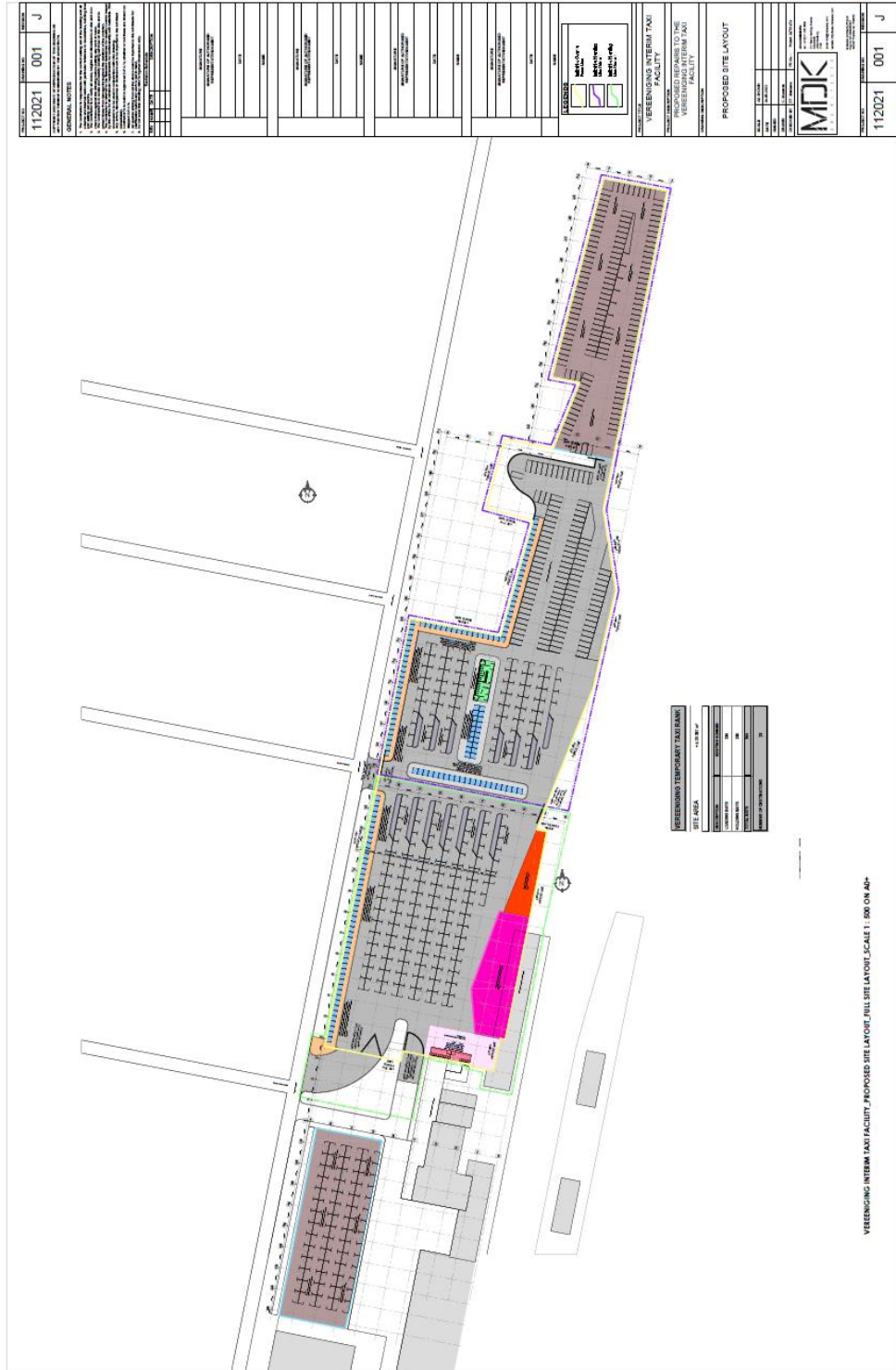
Informal Traders Stalls Canopies		
Building Description Informal Traders Stalls Canopies on paved and raised platforms are arranged around the site for protection against the harsh weather elements. These dual-purpose canopies will also provide cover for the pedestrian walkways.		
Work New	Building Footprint 500 m ²	Number of floors 1
Drawing Number / Plan Reference Drawing No: 112021-101 REV J		Applicable Building Codes / Regulation For applicable Building Codes and Standards see list of Building Codes and Standards in section 5 below.
Object Security Class Not applicable.		Description / Comment on Security Class
General Architectural Works New Steel Structure. New Roof with concealed fixings.		
Specific Architectural Works N/A		

3.1.2.5. Refuse Bins and Waste Management Area

Refuse Bins and Waste Management Area		
<p>Building Description</p> <p>The Refuse bins to be placed at a maximum distance of 30m apart along the Paved Walkways around the site. These bins will be emptied regularly into the Skip Bins.</p> <p>The Skip Bins will be located at the Waste Management Area at the back of the site with easy access from the raised Road Surfacing.</p>		
Work New	Building Footprint 355m ²	Number of floors 1
Drawing Number / Plan Reference Drawing No: 112021-001 REV J		Applicable Building Codes / Regulation For applicable Building Codes and Standards see list of Building Codes and Standards in section 5 below.
Object Security Class Not applicable		Description / Comment on Security Class
<p>General Architectural Works</p> <p>30No. x New 50 Litre Outdoor Plastic Refuse Bins mounted onto steel posts. Alternate – 15No. x New 140 litres Outdoor Street Steel Round Refuse Bins fixed onto the paving.</p> <p>3No. x New 8 cubic m Steel Skip Bins.</p>		
<p>Specific Architectural Works</p> <p>N/A</p>		

3.1.3. Design Layout

Vereeniging Interim Taxi Facility – Proposed Site Layout



3.1.4. Phasing

The Contractor shall coordinate all construction related activities accordingly after consultations with the Employer or Employers Representative/s and the Taxi Industry/Association/s.

3.1.5. Overview of Applicable Codes and Standards

This section provides guidelines for the design and construction.

Table 1: General Standards and Codes

Construction Regulations	(2003)
National Building Act 103 1977 amended	
OSH Act 85 of	(1993)
Local Bylaws	
Facilities for persons with disabilities	SABS 10400 Part S
Contractors Control Regulation	
Specification For Works On, Over, Under or	SPK7/1
General Conditions and Specification For	SPK7/2

3.1.5.1. General Requirements

The following section sets out the general design compliance of building construction components to codes of practice and specifications for the design and construction of all proposed building components. The preparation of design proposals for the refurbishment of existing buildings and new structures associated with the Interim Taxi Facility Project, it shall be the requirement of the successful contractor to:

- a) aesthetically enhance individual areas and the precinct environment
- b) be sensitive with respect to the existing buildings, the built fabric and the selection of materials to provide a consistent appearance.
- c) conform with the design and building codes as set out below.

The detailed designs to be provided by the contracted party who will be given the freedom to propose creatively any external or internal finish to meet the

requirements of the design brief as set out in the consolidated briefing document and the minimum finishing specifications set out above.

It is however the intention of this document to ensure that the detailed designs of the building/s to be refurbished, the new structures, the Interim Taxi Facility Precincts and building elements meets with the required suitability standards and achieves the minimum standards while improving the operational and maintenance cycles. The finishing products, materials or components shall meet the following requirements:

Materials, components and finishes shall meet the performance objectives in the application for which they were intended.

Materials, components and finishes shall be technically described in detail, including the preparation of the new or existing surfaces to meet the performance criteria of the component.

Specifications of such products shall be required to:

- a) Have a SABS Certificate.
- b) Comply with relevant SABS and National Bylaws performance criteria.
- c) Meet a minimum warranty of 10 years.
- d) Have a guarantee certificate that meets the 10-year requirement.

Where no SABS Certificate exists, an alternative product with a DIN certificate shall be submitted, and compliance shall be demonstrated.

The construction or installation of building components shall be required to meet or exceed all the criteria set out in the standard 'Model Preambles for Trades' as defined by the South African Institute of Quantity Surveyors as a minimum.

The Employer or Employers Representative/s shall assess the proposed building components to meet its performance criteria and shall have the right to reject materials that do not meet the performance objectives.

In all respects the appointed tenderer shall retain and maintain their responsibility for the selection of materials and the application of materials to any condition. The list of materials or finishes in the list below represent a generic standard to be met and exceeded.

The Employer or Employers Representative/s contract management team will evaluate all materials offered and specified in the tender's submission as outlined. Materials and products will be required to comply with the following South African Bureau of Standards codes of practice or similar applicable codes.

Table 2: Applicable Building Codes

All building components, finishes, construction and assemblies are required to conform to the relevant applicable SABS National Codes.		
Description		Standard / Code
	National Building Regulations	SABS 10400
	Accuracy in Buildings	SABS 10155
	Soil Insecticides	SABS 10124
	Concrete Formwork and Reinforcement	SABS 1200 G
	Aggregates of low density shall comply with	SANS 794
	Precast concrete paving slabs	SANS 541
	Standard welded steel fabric reinforcement	SANS 1024
	Precast Concrete Paving Slab	SABS 541
Masonry Materials and Workmanship		
	Burnt clay masonry units	SANS 227
	Limes for use in building	SANS 523 (SHL)
	Aggregates for plaster and mortar	SANS 1090
	Concrete masonry units	SANS 1215
	Prestressed concrete lintels	SANS 1504
	Burnt clay paving units	SANS 1575
	Metal ties for cavity walls	SANS 28

	Common Cement	SANS 50197-1 (Class 32,5N)
	Masonry Cement	SANS 50413-1 (Class 22,5X)
	Concrete Masonry Construction	SANS 10145
	The Structural Use of Masonry	SANS 10164-1
	Masonry Walling	SANS 10249
	Concrete Floors	SANS 10109-1&2
Waterproofing Materials and Workmanship		
	Bituminous Damp-Proof Courses	SANS 248 (Type FV)
	Polyolefin Film for Damp and Waterproofing (walls, sills, etc.)	SANS 952 (Type B)
	Polyolefin Film for Damp and Waterproofing (floors and basements)	SANS 952 (Type C)
	Mastic Asphalt for Roofing	SANS 297
	Mastic Asphalt for Damp Proof Courses & Tanking	SANS 298
	Bituminous Roofing Felt	SANS 92 (Type 60)
	Polyolefin Film for Damp and Waterproofing (flat roofs)	SANS 952 (Type A)
	Chloroprene Rubber Sheet	SANS 580
	Sealing Compounds, two-component, polysulphide base type 2-gun grade	SANS 110
	Sealing Compounds for the Building and Construction Industry, two- component, polyurethane base	SANS 1077
	The Waterproofing of Buildings (Damp Proofing and Vapour Barrier Installation)	SANS 10021

Roofing Materials and Workmanship		
	Concrete Roofing Tiles	SANS 542
	Clay Roofing Tiles	SANS 632
	Sawn softwood timber battens	SANS 1783-4
	Fiber-cement sheets (flat and profiled)	SANS 685
	Aluminum alloy corrugated and troughed sheets	SANS 903
	Continuous hot-dip zinc-coated carbon steel sheet of commercial, lock-forming and drawing qualities	SANS 3575
	Continuous hot-dip zinc-coated carbon steel sheet of structural quality	SANS 4998
	Polyolefin film for damp- and water proofing	SANS 952
	Metal roofing tiles	SANS 1022
	Glass-reinforced polyester (GRP) laminated sheets (profiled or flat)	SANS 1150
	Fasteners for roof and wall coverings in the form of sheeting	SANS 1273
	Materials for thermal insulation of buildings	SANS 1381-1&4
	Expanded polystyrene thermal insulation boards	SANS 1508
	Fixing of concrete interlocking roofing tiles	SANS 10062
	Roof and side cladding	SANS 10237
	Sheet zinc	BS 849
	Sheet lead	BS 1178
	Sheet aluminium	BS 1470
	Sheet copper	BS 2870

Carpentry Materials and Workmanship		
	Sawn softwood timber (General)	SANS 1783-1
	Sawn softwood timber (Stress-graded structural timber and timber for frame wall construction)	SANS 1783-2
	Sawn softwood timber (Branding, battens)	SANS 1783-4
	Softwood flooring boards	SANS 629
	Hardwood furniture timber	SANS 1099
	Hardwood block and strip flooring	SANS 281
	Wooden ceiling and panelling boards	SANS 1039
	Laminated timber (glulam)	SANS 1460
	Gypsum plasterboard	SANS 266
	Fibreboard products	SANS 540
	Wood-wool panels (cement bonded)	SANS 637
	Fibre-cement sheets (flat and profiled)	SANS 685
	Fibre-cement boards	SANS 803
	Plywood and composite board	SANS 929
	Wooden ceiling and panelling boards	SANS 1039
	Particle boards	SANS 50312 (1 to 7)
	Decorative laminates	SANS 4586
	Wooden doors	SANS 545
	Fire doors	SANS 1253
	Materials for thermal insulation of buildings	SANS 1381 - 1, 2, 4 & 6

	Expanded polystyrene thermal insulation boards	SANS 1508
	Mild steel nails	SANS 820
	Metal screws for wood	SANS 1171
	Wood-preserving creosote	SANS 539
Ceilings, Partitions and Access Flooring		
	Gypsum plasterboard	SANS 266
	Fibreboard products	SANS 540
	Gypsum cove cornice	SANS 622
	Wood-wool panels (cement-bonded)	SANS 637
	Sawn softwood timber - brandering and battens	SANS 1783-4
	Sawn softwood timber - timber for frame wall Construction	SANS 1783-2
	Fibre-cement boards	SANS 803
	Plywood and composite board	SANS 929
	Wooden ceiling and panelling boards	SANS 1039
	Materials for thermal insulation of buildings	SANS 1381-1&4
	Expanded polystyrene thermal insulation boards	SANS 1508
Ironmongery		
	Locks, latches and associated furniture for doors (Domestic type)	SANS 4
	Single action closers	SANS 1510
	Padlocks	SANS 1533
	Fasteners	SANS 1700

Structural Steelwork		
	General structural steelwork	SANS 1200H or 1200HA
	Structural Fasteners	SANS190-1&2
Metalwork		
	Fasteners	SANS 1700
	Expanded metal	SANS 190-1&2
	Windows and doors made of rolled mild steel sections	SANS 727
	Hot-dip galvanized zinc coatings on fabricated iron and steel articles	SANS 121
	Anodized coatings on aluminium (for architectural applications)	SANS 999
	Steel door frames	SANS 1129
	Mushroom and countersunk head bolts and nuts	SANS 1143
	Welding of metalwork	SANS 1044
	Adjustable glass louvred windows	CKS 413
	Aluminium sheet and strips	BS 1470
	Aluminium extruded tube and hollow sections	BS 1474
	Aluminium bars and sections	BS 1476
Plastering		
	Common cement	SANS 50197-1 (Class 32,5N)

	Masonry cement	SANS 50413-1 (Class 225X)
	Limes for use in building	SANS 523
	Aggregates from natural sources –Fine aggregates for plaster and mortar	SANS 1090
Tiling		
	Glazed ceramic wall tiles and fittings	SANS 22
	Ceramic wall and floor tiles	SANS 1449
	Common cement	SANS 50197-1 (Class 32,5N)
	Masonry cement	SANS 50413-1 (Class 22,5X)
	Aggregates from natural sources – Fine aggregates for plaster and mortar	SANS 1090
	The design and installation of ceramic tiling	SANS 10107
Plumbing		
	Sheet metalwork	
	Sheet zinc	BS 849
	Sheet aluminium	BS 1470
	Sheet copper	BS 2870
	Rainwater systems	
	Unplasticized polyvinyl chloride (PVC-U) components for external rainwater systems	SANS 11
	Pipes and fittings	

	Steel pipes: Pipes suitable for threading and of nominal size not exceeding 150mm	SANS 62
	Plain-ended solid drawn copper tubes for Potable water	SANS 460
	Malleable cast iron fittings threaded to ISO 7-1	SANS 4
	Polyethylene (PE) pipes for water supply Specifications	SANS 4427
	Cast iron fittings for pressure pipes	SANS 546
	Vitrified clay sewer pipes and fittings	SANS 559
	Reinforced concrete pressure pipes	SANS 676
	Concrete non-pressure pipes	SANS 677
	Cast iron pipes and pipe fittings for use above ground in drainage installations	SANS 746
	Unplasticized polyvinyl chloride (PVC-U) sewer and drain pipes and pipe fittings	SANS 791
	Fibre-cement pipes, couplings and fittings for sewerage, drainage and low-pressure irrigation	SANS 819
	Pitch - impregnated fibre pipes and fittings and jointing	SANS 921
	Unplasticized polyvinyl chloride (PVC-U) pressure pipe systems	SANS 966-1
	Unplasticized polyvinyl chloride (PVC-U) soil, waste and vent pipes and pipe fittings	SANS 967
	Rubber joint rings (non-cellular)	SANS 974-1
	Copper-based fittings for copper tubes	SANS 1067-1&2
	Fibre-cement pressure pipes and couplings	SANS 1223
	Polypropylene pressure pipes	SANS 1315

	Non-metallic waste traps	SANS 1321-1&2
	Vent valves for drainage installations	SANS 1532
	Heavy-duty cast-iron pipe fittings for drainage, gas or water supplies	BS 78
	Lead pipes	BS 602
	Cast iron pressure pipes for use in drainage and gas and water supplies	BS 1211
	Stainless steel pipes for use with compression fittings	BS 4127
Sanitary fittings		
	Stainless steel sinks with draining boards (for domestic use)	SANS 242
	Stainless steel wash-hand basins and wash troughs	SANS 906
	Stainless steel sinks for institutional use	SANS 907
	Stainless steel stall urinals	SANS 924
	Glazed ceramic sanitary ware	SANS 497
	WC flushing cisterns	SANS 821
	Flush valves for WC flushing cisterns	SANS 1509
Taps, valves etc.		
	Water taps (metallic bodies)	SANS 226
	Water taps (plastic bodies)	SANS 1021
	Single control mixer taps	SANS 1480
	Float valves	SANS 752
	Plastic floats for ball valves	SANS 1006

	Functional control valves and safety valves for Domestic hot and cold-water supply systems	SANS 198
	Cast iron gate valves for waterworks	SANS 664
	Automatic shut-off flush valves for water closets and urinals	SANS 1240
	Check valves (flanged and wafer types)	SANS 1551-1&2
Fire extinguishers		
	Portable refillable fire extinguishers	SANS 1910
	Portable rechargeable fire extinguishers: Halogenated hydrocarbon extinguishers	SANS 1151
Water heaters and fire hose reels		
	Fixed electric storage water heaters	SANS 151
	Fire hose reels (with semi-rigid hose)	SANS 543
Drainage covers, gratings, etc.		
	Cast iron surface boxes and manhole and inspection covers and frames	SANS 558
	Cast iron gratings for gullies and stormwater drains	SANS 1115
	The installation of polyethylene and poly (vinyl chloride) (PVC-U and PVC-M) pipes	SANS 10112
	Water supply and drainage for buildings	SANS 10252-1&2
	Cast iron step irons	BS 1247
Glazing		
	Glazing putty for wooden and metal window frames	SANS 680
	Silvered glass mirrors for general use	SANS 1236

	Safety and security glazing materials for buildings	SANS 1263-1 to 3
	Sealing compounds for the building industry, one component, silicone-rubber based	SANS 1305
	The installation of glazing materials in buildings	SANS 10137
	Work on glass for glazing	SANS 1817
Paintwork		
	Decorative paint for interior use	SANS 515
	Decorative high gloss enamel paints	SANS 630
	Primers for wood (for external work)	SANS 678
	Primers for wood (for internal work)	SANS 678
	Zinc phosphate primer for steel	SANS1319
	Undercoats for paints (except emulsion paint)	SANS 681
	Aluminium paint	SANS 682
	Varnish for interior use	SANS 887
	Emulsion paints	SANS 1586

3.2. Engineering Design Report and Technical Requirements

3.2.1. Overview

Although the works for the completion of the taxi rank facilities at Vereeniging station comprise of two separate projects in the station precinct, only the repairs to the existing temporary or interim taxi rank from the station entrance at the intersection of Merriman and Union Streets, up to a point in line with Grey Avenue forms part of this RFP. The repairs to the interim taxi facility is referred to as Phase 1 of the project.

The interim taxi rank is currently in operation, and operations will continue until the new taxi rank with facilities, also referred to as Phase 2 of the project, is completed and handed over the Emfuleni Municipality. Works on the site will therefore have to be completed in phases to ensure operations can continue as required. The Contractor shall consult with the Taxi Industry and other Stakeholders e.g., the Vereeniging Informal Trader Association on the phasing of the Work in advance to avoid any delays.

The contractor will in terms of this RFP be responsible for the maintenance of the interim taxi rank for a period of two years as set out below in the section on maintenance of the interim taxi rank.

The broad elements of work include:

- 3.2.1.1 Topographical survey and stormwater design
- 3.2.1.2 Road works, kerbing, markings and signage
- 3.2.1.3 Preparation of land earmarked for operations during phase working,
- 3.2.1.4 Repairs to the existing stormwater system
- 3.2.1.5 Ablution facility refurbishment including electrical reticulation, lights, water and sewer connections
- 3.2.1.6 Electrical lighting and repairs to high mast lighting on site.
- 3.2.1.7 Unblocking and cleaning of current sewer and stormwater pipes.
- 3.2.1.8 Provision of temporary ablution facilities
- 3.2.1.9 Maintenance of the taxi rank for a period of two years after

handover to the municipality

3.2.1.10 Perimeter fencing and gates, including pedestrian gates.

3.2.1.11 Pedestrian sidewalks

3.2.1.12 Provision of a refuse area for skips and bins.

3.2.1.13 Shaping and landscaping

3.2.2. Extent of the Works

The Scope of Works is explained in more detail in the following sections.

3.2.2.1. Preparation & Ancillary Works

3.2.2.1.1 The establishment on site, including the provision of an office for the Employers Representative.

3.2.2.1.2 The supply of plant, labour, tools, equipment and materials necessary to complete the work.

3.2.2.1.3 Confirmation of setting out data including levels of works to be retained after demolitions.

3.2.2.1.4 Setting out of all Works.

3.2.2.1.5 Accommodation of traffic while the Works are constructed, including the erection of temporary road signs, traffic signals and other traffic control devices (as may be required).

3.2.2.1.6 Accommodation of taxis for operations during stage working

3.2.2.1.7 Accommodation of the current minibus taxis and other traffic as a result of the upgrading of the interim taxi rank.

3.2.2.1.8 Liaison with affected Stakeholders

3.2.2.1.9 Design of all Works including temporary works, layer works and storm water systems.

3.2.2.1.10 Compilation of as-built drawings.

3.2.2.2. Road and pavement Works

3.2.2.2.1. Pavement layer works shall only be constructed in specific areas which will be handed over to the contractor. It is anticipated that pavement works will be carried out in a phased manner

consisting of two main phases. The next phase may only commence after the previous phase has been completed and handed over for operations. This phased approach is required to allow for operations at the taxi rank to continue during construction.

3.2.2.2.2. The pavement rehabilitation shall consist of the following:

- i. Removal of the existing asphalt surfacing over the entire area to be rehabilitated by mechanical means and spoiled off site.
- ii. Removal of non-compliant material and spoiled off site.
- iii. Rip and re-compaction of compliant material
- iv. Compaction of in-situ underlying layers and replacement of removed material with compliant material.
- v. Shaping of material to allow for adequate drainage.
- vi. The asphalt wearing course shall be constructed over the entire area being rehabilitated.
- vii. Extensions, repairs and cleaning to inlet and outlet structures of existing stormwater drainage culverts
- viii. Cleaning of existing storm water pipes amongst other by means of water jetting and vacuuming process.
- ix. Installation of new kerbing and channeling where required, including allowance for repairs to damaged kerbing and inlets.
- x. Road markings (new and removal of old) as well as the supply and erection of road signs.
- xi. Testing of materials.
- xii. Procurement of road building materials from commercial sources.

3.2.2.2.3. The Contractor is to allow for work in restricted areas.

3.2.2.2.4. The Contractor shall be responsible for the identification, protection and relocation of existing underground services and associated infrastructure where necessary.

3.2.2.3. Connection to current municipal services

The following connections to current services to be done where required:

- 3.2.2.3.1 Stormwater
- 3.2.2.3.2 Sewage
- 3.2.2.3.3 Water
- 3.2.2.3.4 Electricity
- 3.2.2.3.5 Fire hydrants

3.2.2.4. Structures, Building Works and Temporary ablution facility

- 3.2.2.4.1 Refurbishment of the current ablution facilities building with all connections to water, sewer and electricity services.
- 3.2.2.4.2 Provision of additional temporary toilet facilities at the station and linking up with the existing sewer system including electrical connection.
- 3.2.2.4.3 Structures displaying advertising boards. The structures need to be retained and only demolished or amended with the consent of Emfuleni Municipality and or PRASA.

3.2.2.5. Electrical Works

- 3.2.2.5.1. Convert and retrofit four high mast lights with new light fittings in the parking area. The Contractor to convert the lighting to the latest technology regarding low energy consumption.
- 3.2.2.5.2. Connection of the permanent and temporary ablution facilities to the power supply.

3.2.2.6. Current layout

- 3.2.2.6.1. The design and boundaries of the existing interim taxi rank is indicated in Figure 1 below.

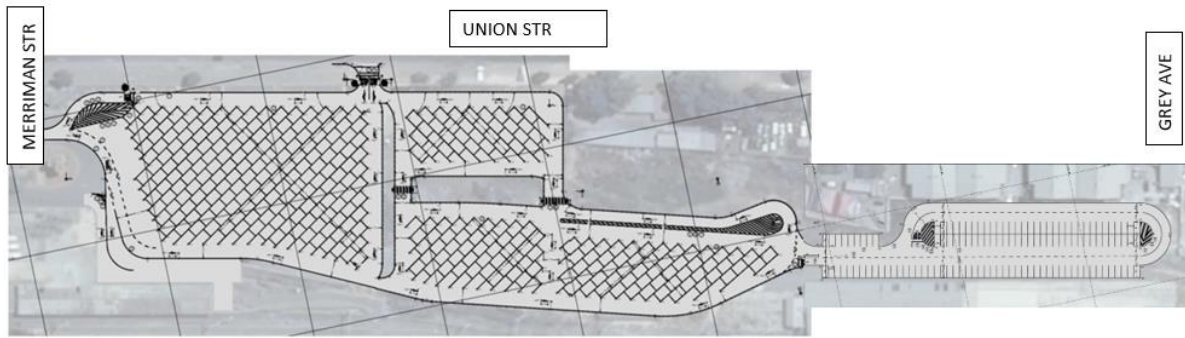


Figure 1: Layout of the existing interim taxi rank

3.2.2.6.2. The boundaries of the site as well as the coordinates of key points of the interim taxi rank are indicated on the attached drawings.

J11956-C-10-LP-314-00 - General Layout Plan: Temporary Taxi Accommodation Sheet 1 of 3.

J11956-C-10-LP-316-00 - General Layout Plan: Temporary Taxi Accommodation Sheet 2 of 3.

J11956-C-10-LP-317-00 - General Layout Plan: Temporary Taxi Accommodation Sheet 3 of 3.

3.2.2.7. New Proposed Parking Layout

To improve the functioning of the interim taxi facility, the configuration of the parking bays as they have been designed initially, have been changed and the Taxi Industry needs to be consulted with the Contractor's proposed parking bay layout before paintwork can commence. The current proposed configuration is shown in Figure 2 below.

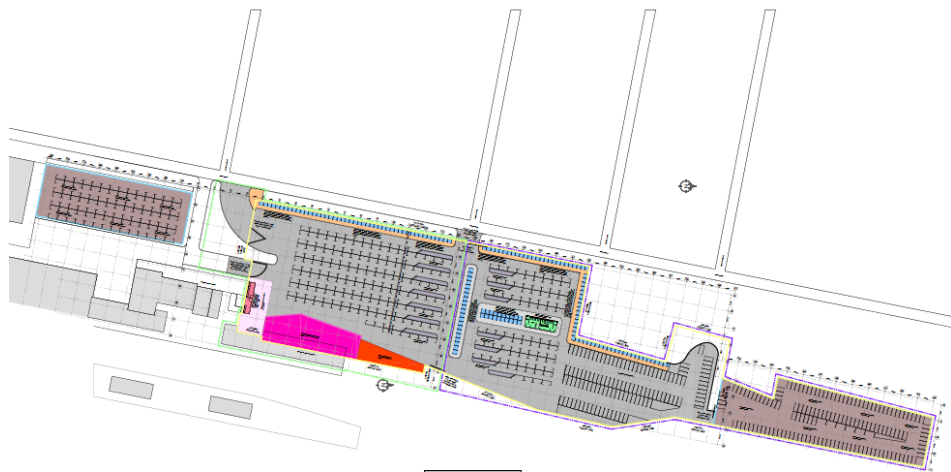


Figure 2: Proposed configuration of parking bays in interim taxi rank.

3.2.3. Stormwater design.

The stormwater drainage of the entire site is currently not functioning efficiently. The Contractor shall do a stormwater design which shall form part of the stormwater management plan for the entire site and surrounding areas taking into account the current provision in infrastructure for stormwater management. The existing stormwater structures need to be refurbished or replaced and hydraulically checked for adequate capacity. Significant debris and blockages are expected in the pipelines that need to be cleared to restore hydraulic capacity.

The Contractor shall submit its stormwater design and management plan to the Employer for Review.

3.2.4. Pavement Design.

3.2.4.1. Proposed pavement structure

3.2.4.1.1 The interim taxi rank is divided into two sections based on the quality of the layer works previously constructed. The northern section was constructed from natural ground level when the interim taxi rank was completed in 2014. The southern part from the station entrance at Merriman Street up to a point in line with Kruger Street was only upgraded and due to poor drainage conditions, shows signs of substantial deterioration.

3.2.4.1.2 The southern part of the taxi rank therefore requires reworking of the in-situ material to create the required layer works and to improve the drainage of the area.

3.2.4.1.3 The northern part of the taxi rank does not require any reworking of the in-situ material and an asphalt rejuvenator is considered sufficient.

3.2.4.2. Specifications for the road pavement in the southern area of the interim taxi rank

3.2.4.2.1 The asphalt wearing course shall consist of a 30mm continuously

graded asphalt wearing course (COLTO Medium Mix, 14mm Maximum Aggregate Size) manufactured using an A-E2 modified binder.

3.2.4.2.2 The asphalt wearing course shall be constructed over the entire area once the G2 base has been reconstructed.

3.2.4.2.3 Where the existing in-situ base layer consists of a crushed stone material, (G2 or similar) the material shall be ripped and reconstructed into a new base layer. The layer shall be reconstructed to a depth of 150mm thick using a G2 quality material base compacted to 86% BRD (Bulk Relative Density) before being reshaped and compacted to allow for adequate surface drainage. If required G2 quality crushed stone material is to be imported to make up any shortfall or where existing base material was removed to spoil.

3.2.4.2.4 Where sub-standard materials are present in the base layer (i.e., a red/brown gravel material or gravel/ash material (non-compliant material typically found in TP1 and TP4) these materials shall be removed to a depth of at least 150mm. The underlying layers shall be compacted to 98% MDD and the removed material replaced with a G2 graded crushed stone base completed to 86% BRD.

3.2.4.2.5 The G2 base layer shall be primed with an approved bituminous prime at 0.75 l/m².

3.2.4.2.6 No remedial work is envisaged for the subbase and selected layers.

3.2.4.3. Specifications for the northern area of the interim taxi rank:

3.2.4.3.1 The northern part of the taxi rank up to the down ramp to the most northern section requires an asphalt rejuvenator (invert bitumen emulsion MSP3 or similar approved) applied over the existing asphalt surfacing at a nominal rate of 0.5 l/m².

3.2.4.3.2 The most northern section to be cleaned and localized repairs

carried out to the surface areas.

3.2.4.4. **Specification for the sidewalks and raised pedestrian areas**

3.2.4.4.1. Sidewalks and raised platforms shall have a 30mm continuously graded asphalt wearing course (COLTO Medium Mix, 14mm Maximum Aggregate Size) manufactured using a 50/70 penetration grade bitumen. 100mm G5 gravel base compacted to 95% MDD below the asphalt wearing course.

3.2.5. **LAND DETAILS**

3.2.5.1 **Locality & Access**

3.2.5.1.1 The locality plan indicating the extent of the southern and northern sections of interim taxi rank area is shown in Figure 3 below.

3.2.5.1.2 Access to the site is from Union Street at Merriman and Kruger Streets..

3.2.5.1.3 The area shown as Parking North is currently used as a parking and washing area.

3.2.5.1.4 The area earmarked for temporary operations during the phased repairs of the southern and northern sections of the rank is shown opposite the southern section.



Figure 3: Locality and extend of the site of the interim taxi rank

3.2.5.2 Topography & Site Characteristics

3.2.5.2.1. Geology of the site

A geotechnical study of the railway station precinct was conducted by the PRASA service provider Messrs. AECOM during 2014. A copy of their findings is contained in a report: Geotechnical Investigation for the upgrade of the Vereeniging Railway Station, ref 108/998 dated May 2014, attached as part of the engineering reports in the List of Drawings and Reports.

Due to the presence of dolomite and dolomitic residuum across the site a separate dolomite stability assessment was carried out.

The site was considered suitable for the development of the station upgrade and taxi rank and parking area, provided the recommendations contained within the Dolomite Stability Assessment Report (AECOM Report Number 108/1015 of February 2014) along with the requirements of SANS 1936 Parts 3 and 4 are adhered to.

AECOM report Number 108/1015 is attached as part of the engineering reports in the List of Drawings and Reports.

A geotechnical pavement investigation was carried out by Messrs. Jones & Wagner. The findings of this investigation, which includes DCP results, photographs and test pit results, is contained in their report: Preliminary Feedback From Pavement Geotechnical Investigation (J&W ref: TN 134/22/J799-00-Rev 0 dated 17 May 2022) forming part of the List of Drawings and Reports

The contractor shall take note of the recommendations and other precautionary measures contained in the three reports referred to above in the design and construction of the Works.

3.2.5.2.2. Foundation Works

The Contractor shall determine whether any site-specific investigations are required to be conducted at the area planned to erect the new proposed temporary ablutions.

3.2.5.2.3. Road Construction and Excavations

The Contractor will have to ensure that all excavations during the Construction period are free of any standing water at all times as required in the recommendations in the two geological reports referred to above. It is of utmost importance that the Contractor shall plan his Works in order to ensure the free run-off of storm water at all working areas defined under this project. The Contractor should allow sufficiently in his pricing, planning and execution for this requirement, including for the necessary temporary works that may be required to achieve this.

It is proposed that the contractor allow for shaping and placing of Bitumen Treated Base at the main entrance to allow for continued access for the taxis.

3.2.5.2.4. General Recommendation

While every effort has been made to determine overall ground conditions on this site, poorer sub- areas may not have been identified. These areas will also be required to be rehabilitated accordingly

The test pit information referred to in the geotechnical reports referred to in par 3.2.5.2.1 above shall also be consulted prior to design and construction methodology considerations.

3.2.5.3 Environmental Aspects

3.2.5.3.1 Environmental Authorisation

As the Works comprise repairs and upgrading of an existing facility, no environmental authorisation is considered to be obtained.

3.2.5.3.2 Environmental Design and Construction Considerations

For the construction stage, the Environmental Management Plan (EMP) if available from the Employer or the Emfuleni Municipality should be consulted. The EMP will address the various control measures to reduce risk of impacts including pollution, crime and related matters. The EMP will also address rehabilitation of disturbed areas which may result from the construction process. It will be deemed that the Contractor shall make adequate provision in his pricing to properly allow for any requirements enforced upon him in this regard for the duration of the Construction period.

3.2.5.4 **Land Rights**

3.2.5.4.1. Required Wayleaves

Wayleave application for cross cuts over roads, if required, must be submitted to the Emfuleni Municipality. However, the Contractor shall be responsible for submitting and obtaining approval for the Wayleave application for Construction at Emfuleni for the detail designs. The Contractor shall familiarise himself with the relevant required procedures to be followed for the aforementioned process. In addition, the Contractor shall familiarise himself with the relevant requirements and/or restrictions from Emfuleni that might have an impact on both design and construction considerations (design, planning and execution) for the project.

The Contractor shall further familiarise himself with the necessary requirements/restrictions (in addition to those of the Municipality of Emfuleni from other external service authorities such as Neotel, Telkom, Vodacom and/or any other of which services are located within the public road reserve of Emfuleni.

Information relating to the complete Wayleave Procedure for Emfuleni (Wayleave Policy) are available at:

<http://www.emfuleni.gov.za/Services/RoadsandStormwater>.

3.2.5.4.2. Permission to work on PRASA land

PRASA has given permission for the proposed construction works subject to the Contractor indemnifying PRASA as will be communicated to the Bidders by briefing note prior to close of tender.

3.2.5.4.3. Survey

A topographical survey has been done for the project. Various benchmarks have been established on site for setting out purposes which are indicated in the List of Drawings and Reports as "Control Beacons Co-ordinate List".

A copy of the contour survey of the site is included in the List of Drawings and Reports as "Contour Survey".

The survey data is provided for information only and the Contractor will do its own topographical survey of the site and surrounding area to construct the Works. The Employer shall take no responsibility for the correctness of the information in in the document referred to as Benchmarks.

3.2.6. EXISTING SERVICES

Although the Works will mainly be on land owned by PRASA, storm water, sewer and electrical connections on municipal and Transnet land may impact other services e.g.

- Communication infrastructure – fibre optic distribution cables and manholes, Telkom boxes etc.,
- Electrical infrastructure - distribution networks (HV and LV – overhead and subsurface), lighting poles, high mast lighting, transformers etc.,
- Water infrastructure - pipe networks of varying diameter complete with valves, fittings, fire hydrants and manholes etc.,
- Sanitation – sewer pipes of varying diameter complete with fittings and manholes etc.,
- Storm water infrastructure – sub-surface storm water pipe and box culverts,

kerb inlets, manholes and junction boxes etc. (also refer to other applicable sections in this report),

- Road signage infrastructure (various types and sizes),
- Road furniture infrastructure (various types and sizes), and

The Contractor shall design and relocate the affected services if and where required in order to accommodate the Works.

The above- mentioned services belong to various authorities and therefore different procedures will apply for the design and relocation (at execution stage) for these services. The Contractor shall therefore take cognisance of the different procedures and requirements as stipulated by these respective authorities in the way leave for construction application stage. Depending on the type of service, some of these authorities only allow for accredited/approved in house contractors/service providers to open up, inspect, design the relocation and relocate the affected service/s. The response time of these various authorities cannot be guaranteed. It shall be deemed that the Contractor have made adequate provision in both his costing and program to allow for these activities. The Contractor shall further also be responsible for all arrangements, dealings, communication, meetings and all other measures as may be required for the design, temporary protection, safeguarding, re- alignment/relocation and reinstatement of all affected services in order to complete the construction of the Works.

The affected services are indicated on the attached drawings prepared for the initial construction of the interim taxi rank.

Whereas every effort has been made in identifying all of the possible existing services that may be affected, the Contractor shall make provision for detection of underground services (or any other measure that may be required) as part of his tender as various unknown services may still be present.

The Contractor shall be responsible to protect the existing services for the duration of the construction period by taking all precautionary measures that might be required. Open excavations shall be properly fenced off and kept free of storm water run-off at all times, especially where sensitive services are encountered. The

Contractor will remedy any damage to existing services caused by his works.

The Employer may recoup any loss of income resulting from the Contractor's negligence or as instituted by the specific service's owner. Before commencement of the Works, the Contractor shall arrange with all stakeholders (services owners) and/or representatives of the relevant authorities of the existing services to verify the existing condition of each service. The Contractor shall submit a detailed site condition survey with supporting photographs of all services, known and unknown which have to be relocated.

3.2.7. SITE ESTABLISHMENT

3.2.7.1. Services and Facilities - General

The Contractor shall be responsible to confirm availability of the land earmarked for own use with the relevant owner/s in consultation with the Employer. Any matters relating to the costs and arrangements associated with the Contractor's site establishment requirements (e.g., rental costs, permit, approvals, water/electrical connections, metering, monthly rates etc.) will be deemed included in the Contractor's pricing. The Contractor shall also be responsible for subsequent removal of site facilities and reinstatement of the area to its original state on completion of the project. Final written approval for the establishment of a construction camp must be obtained from the Employer before site establishment.

The Contractor shall at all times limit his personnel, plant, equipment and materials to the Contractor's site or the working areas as approved by the Employer. No personnel shall be accommodated on the proposed construction camp property. Only guards approved by the Employer and on duty may be on site at all times. The complete area to be used by the Contractor (site camp, laydown, storage, stockpile etc.) shall be properly fenced off for duration of the project.

The Contractor shall plan the operational movement of all his construction vehicles/machines to such extent as to minimize disturbance and

inconvenience to commuters and residents of the adjacent CBD/residential areas and users of the existing facilities and parking area.

Temporary stockpile/spoil areas are to be located close to the construction camp and shall be adequately demarcated and fenced off if necessary or so instructed by the Employer. The Contractor shall obtain written permission from the Employer before any areas are used for the aforementioned purposes. The Contractor shall also be responsible to negotiate/ obtain permission with the various surrounding land owners (as/if and when required) on using land for stockpiling, stowing of machinery, and any relevant usage during construction of the Works.

The Contractor shall investigate the possibility of temporarily taking over the existing water, electrical and sanitation connection of the site.

The Contractor shall be responsible for the initial cleaning of the site of all waste and removal of all waste generated from the site property thereafter and the proper disposal thereof at his own cost.

The Contractor shall supply portable chemical toilet facilities (as a minimum) next to the construction site for his staff as well as for the Employer's supervisory staff. These facilities must be serviced and maintained on a daily basis and regularly serviced to the satisfaction of the Employer. The Contractor and his personnel will not be allowed to use the sanitary facilities of the existing parking/taxi rank building at any time.

The Contractor shall also provide sufficient space for laydown areas, storage, working space area etc. within his construction camp that will be used by his subcontractors and nominated subcontractors forming part of the Works.

The Contractor shall provide sufficient facilities to conduct monthly site meetings with the Employer, which will as a minimum include a table with chairs providing comfortable seating for at least 8 people.

The Contractor shall erect at least two site notice boards at the new proposed

parking area, one at each of the two entrance/exits. The Contractor shall verify with the Employer on the details and information to be displayed on the site notice boards. The cost of the supply and erection of this notice board must be included in the establishment cost of the Contractor.

The Contractor's site establishment area shall be hoarded off during the entire duration of construction to mitigate any interaction or access by the public.

The Contractor will be required to keep his site tidy at all times and to a broom clean condition to the satisfaction of the Employer. The Contractor shall refer to the Environmental Management Plan (EMP) included as part of this tender documentation for any specific requirements related to site establishment, de-establishment and maintenance (during construction) thereof.

3.2.7.2. Work Permits and Wayleaves

Wayleaves (refer to other sections of this report) - the Contractor will retain a copy on site at all times and will be required to adhere to the requirements thereof. The Contractor will also monitor the expiry date thereof (for each different portion of Works issued) and notify the Employer timeously in the event that extension thereof will be required. The Contractor will be responsible to maintain the validity of each of these wayleaves (for the Works) and reapply for extension of those lapsed, should the validity date be exceeded for whatsoever reason. It shall be deemed that the Contractor have made provision for this activity in his pricing.

3.2.7.3. Alterations, Additions, Extensions and Modifications to Existing Works

The Contractor must satisfy himself that the dimensional accuracy, alignment, levels and setting out of existing components are compatible with the proposed Works.

3.2.7.4. Inspection of Adjoining Properties

The Contractor will familiarise himself with the extent of buildings and adjoining properties to the site, and the applicable local authorities whose property/services etc. is affected by the Works before commencement with the

Works (also refer to Existing Services section of this report)

The Contractor shall arrange with the applicable owners (including Local Authorities) of the affected adjacent buildings and properties for the necessary inspections, where there is a high potential that the nature of the Works to be executed have the potential for damage to surrounding buildings and property.

3.2.7.5. Hoarding

Hoarding is required to protect the construction workers from any activity adjacent to the Works i.e. traffic etc. and the public (vehicles and pedestrians) from the Contractor's Works. The Contractor shall hoard the following areas;

- The new proposed parking area along Union Street.
- Portions of Works that will be executed within the existing Taxi Rank area

Hoarding should be designed such that it will resist wind loading and accidental construction loading. The Contractor must make provision to erect and remove on completion temporary barriers/screens as required by sequencing of the works and execution methodology.

The Contractor shall erect temporary hoardings as per Employer approved drawings. Contractor shall extend and alter these temporary hoardings as necessary, maintain and remove same and make good at completion to the entire satisfaction of the Employer.

The hoarding shall be painted with a high quality and durable exterior paint type. The Contractor shall ensure manned gate control at the access points to the works.

3.2.8. MANAGEMENT OF THE WORKS

The Contractor shall manage the Works in accordance with the general requirements and stipulations of the following SANS publications and in addition the relevant sections of the Emfuleni Municipality - Standard Specifications for Municipal Civil Engineering Works, 3rd edition, 2005. Where a discrepancy exists between the

two specifications, the **more onerous one will take precedence.**

- SANS 1921-1:2004 Edition 1, Construction and management requirements for works contracts: Part 1: General Engineering and Construction Works
- SANS 1921-1:2004 Edition 1, Construction and management requirements for works contracts: Part 2: Accommodation of Traffic on Public Roads occupied by the Contractor
- SANS 1921-1:2004 Edition 1, Construction and management requirements for works contracts: Part 3: Structural Steelwork
- SANS 1921-1: Part 5: Earthworks activities which are to be performed by hand

3.2.9. CONSTRUCTION SEQUENCE

3.2.9.1. Works Areas.

The works areas are mainly restricted to the area of the interim taxi rank including any temporary area required to accommodate taxi's during the phasing of the Works , utility connections and cleaning of sewer and storm water pipes.

The construction sequence for the execution of the Works will be as consulted with the with the Taxi Industry and the Vereeniging Informal Trader Association.

The Contractor will submit the construction sequence or phasing of the Works as part of his Works program to the Employer for approval

The Contractor shall consider the following information in compilation of his programme (planning and execution) and construction methodology:

- Any requirements and or constraint/s as mentioned in this report;
- Any constraint which a reasonable, skilled and experienced Contractor might have foreseen and which is not specifically mentioned in this report;

3.2.9.2. Possible Constraints in Construction Methodology

3.2.9.2.1. Works within the Existing Interim Taxi Rank

The affected area will also require to be hoarded off. However, the Contractor will be required to ensure the same level of security by the type of temporary hoarding installed as have been provided by the demolished security perimeter wall. In addition, the Contractor shall ensure the necessary temporary traffic accommodation measures within the existing parking area for the duration of the Works.

- 3.2.9.2.2. The Contractor shall liaise with all affected Taxi Associations (Taxi Industry) at all times prior to hoarding off work areas. All meetings with them shall be kept on record at all times and made available to the Employer as and when required.

3.2.10. QUALITY CONTROL AND TESTING

The Contractor shall execute his quality control and testing requirements in accordance with industry best practice requirements as can be reasonably expected from an experienced Contractor to be appointed for a project of this nature and scale. In addition, the Contractor shall further execute *his quality control and assurance* requirements for the layer works in accordance with the relevant provisions as stipulated in COLTO – Standard Specifications for Municipal Civil Engineering Works, 3rd Edition, 2005 (Series 8000). *Testing of materials shall* be in accordance with the aforementioned specification as per the different Series sections (refer to specific paragraphs per section as relevant).

3.2.11. CONTRACTORS METHOD STATEMENT

- 3.2.11.1 Bidders must submit with their proposal a method statement describing as a minimum:

3.2.11.1.1 The approach that will be adopted in the execution of the Works

3.2.11.1.2 All the major stages of the execution of the Works, including the methods which the Contractor intends to adopt in executing the Works.

3.2.11.1.3 A project organogram indicating the number and each class of Contractors Personnel for the project, including the roles and levels of responsibility and accountability of all the proposed

individuals.

3.2.11.1.4 A high-level baseline risk register and a risk management plan.

3.2.11.1.5 A stakeholder list and management plan.

Bidders must execute the project in a manner of optimal sustainability that includes the use of available technology.

3.2.12. PROGRAMME

3.2.12.1. The Time for Completion is 3 months. Bidders are invited to commit to a shorter period for Completion of the Works and state this in their bid proposals.

3.2.12.2. Works shall be programmed such that the Contractor's site establishment is complete prior to the builders break in December 2022 for works to commence immediately thereafter.

3.2.12.3. The contractor shall submit an initial programme of the Works within 14 Days of the Contract Commencement date, and to be updated on a 2 weekly basis when the actual progress of the Works does not reflect the progress shown in the initial programme.

3.2.12.4. The construction sequence for the execution of the Works will be as consulted with the Taxi Industry and the Informal Trader association. The Contractor will submit the construction sequence and phasing of the Works as part of his programme to the Employer for approval.

3.2.12.5. The Contractor shall consider the following information in compilation of his programme and construction methodology:

3.2.12.5.1. Any requirements and or constraint/s as mentioned in this report;

3.2.12.5.2. Any constraint which a reasonable, skilled and experienced Contractor might have foreseen and which is not specifically mentioned in this report;

3.2.12.6. Possible Constraints in Construction Methodology

3.2.12.6.1. Works within the existing interim taxi rank: The affected area will require to be hoarded off. However, the Contractor will be required to ensure an acceptable level of security for the interim taxi facility. The Contractor shall ensure the necessary temporary

traffic accommodation measures within the existing parking area for the duration of the Works.

3.2.12.6.2. The Contractor shall liaise with all affected stakeholders e.g., Taxi Associations (Taxi Industry) and the Vereeniging Informal Trader Association at all times prior to hoarding off work areas. All meetings with them shall be kept on record at all times and made available to the Employer as and when required.

3.2.12.7. The programme shall as a minimum reflect the following milestones, with a minimum breakdown of activities to a level of detail equal to a level 3, showing the timing of activities and the critical path of the project:

3.2.12.7.1. Site Establishment complete

3.2.12.7.2. Commencement of the Works

3.2.12.7.3. Completion of first phase of the Works (e.g.southern section of interim taxi rank)

3.2.12.7.4. Completion of the repair of the ablution facilities

3.2.12.7.5. Completion of the stormwater network

3.2.12.7.6. Completion of the second phase of the Works

3.2.12.7.7. Finalising the Service Level Agreement with stakeholders

3.2.12.7.8. Completion of the Contract and commencement of the Defects Liability Period

3.2.13. MAINTENANCE OF THE INTERIM TAXI RANK

3.2.13.1. Agreement with a service provider

3.2.13.1.1. The Contractor shall enter into a separate contract with a service provider for the operation and maintenance of the interim taxi rank for a period of 2 years after completion of the Works, and before hand-over of the facility to the Emfuleni Municipality.

3.2.13.1.2. The terms of the operations and maintenance agreement will be finalised with the service provider, the Emfuleni Municipality and other stakeholders in the form of a Service Level Agreement (SLA).

3.2.13.1.3. A provisional sum has been provided in the BoQ for this item.

3.2.13.1.4. The Contractor to note that a signed SLA will be considered a requirement for taking over the Works in terms of the Contract.

The Operation and Maintenance Manuals for the interim taxi rank will form part of the SLA.

3.2.14. AS BUILT RECORDS

The Contractor shall prepare as-built records of the Works as agreed with the Employer.

3.2.15. ECONOMIC EMPOWERMENT

3.2.15.1. 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.

3.2.15.2. As a contractual condition, Bidders must subcontract a minimum portion of 30% of the contract value of the proposed works to one or more of the following targeted enterprises that are capable and registered on the National Treasury Central Supplier Database ("CSD"):

3.2.15.2.1. Emerging Micro Enterprises ("EMEs"), and/or

3.2.15.2.2. a Qualifying Micro Enterprises ("QSEs"), and/or

3.2.15.2.3. an EME or QSE which is at least 51% owned by black people, and/or

3.2.15.2.4. an EME or QSE which is at least 51% owned by black people who are youth, and/or

3.2.15.2.5. an EME or QSE which is at least 51% owned by black people who are women, and/or

3.2.15.2.6. an EME or QSE which is at least 51% owned by black people with disabilities, or

3.2.15.2.7. an EME or QSE which is 51% owned by black people living in rural or underdeveloped areas or townships, and/or

- 3.2.15.2.8. a cooperative which is at least 51% owned by black people,
and/or
- 3.2.15.2.9. an EME or QSE which is at least 51% owned by black people who
are military veterans.
- 3.2.15.3. In addition to the bid, bidders are required to submit as part of their bid
submission a methodology for developing small, medium, and micro-
sized enterprises ("SMMs") from the local community, which they
would subcontract through the execution of the requirements of
this RFP, along with a list of proposed strategies to accomplish this.
- 3.2.15.4. For a Service Provider to perform successfully under the contract, it
must meet its compliance and supplier development commitments,
failing which might result in penalties as per the contract.

4. CONTRACT CONDITIONS

THE PARTICULAR CONDITIONS		
PART A		
CONTRACT DATA		
The Conditions of Contract comprise the "General Conditions", which form part of the "Conditions of Contract for EPC/ Turnkey Projects" Second Edition 2017 (also known as the "Silver Book") published by the Federation Internationale des Ingenieurs-Conselis (FIDIC) and which are hereby incorporated into the Contract between the Parties as amended by these Particular Conditions:		
Sub-Clause	Data to be given	Data
1.1.17		
1.1.24	Defects Notification Period (DNP)	12 months
1.1.77	Time for Completion	4 months for the whole of the works from the site handover date.
1.4	Contract shall be governed by the law of: Ruling language: Language for communications:	South Africa. English. English.
1.14	Total liability of the Contract to the Employer under or in connection with this contract	100% of the Contract Price.
2.1	After the Contract comes into full force and effect, the Contractor shall be given right of access to all or parts of the works.	14 (fourteen) days as per the agreed phasing of the works.

2.4	Employers financial arrangements	Not Applicable.
4.2	Performace security (as percentage of the Contract Price in ZAR)	
	Percentage of Guarantee	10%
	Currency	ZAR
	Percent of Parent Company Guarantee	100% of the Contractor's liability in terms of the Contractor.
	Percent of Retention Guarantee	5%
	Currency	ZAR
4.4 (a)	Maximum allowable accumulated value of work subcontracted (as a percentage of the Contract Price)	The level of subcontracting to a subcontractor with a B-BBEE level lower than the Contractor is limited to 25%.
4.4 (b)	Parts of the Works for which subcontracting is not permitted.	None.
4.4	(i) Subcontractors for which the Contractor shall give Notice before appointment:	Any subcontractor which was not part of the Contractor's Bid response, and which formed the basis for its appointment as the Contractor.
	(ii) Subcontractors for which the Contractor shall give Notice before commencement of work:	All subcontractors.
	(iii) Subcontractors for which the Contractor shall give Notice before commencement of work on Site:	All subcontractors.

4,19	Period of payment for temporary utilities:	To be paid when the Contractor receives payment thereof.
4,20	Number of additional paper copies of progress reports:	Four (4) hard copies together with a digital copy distributed to all persons monitoring the Contractor's progress.
6,5	Normal working hours on the Site:	Twenty (24) hours a day, 7 (seven) days a week, excluding those activities that would interfere with the current operations of the taxi rank facility.
8,3	Number of additional paper copies of programmes:	5
8.8	Delay damages payable for each day of delay:	ZAR (R25 000) per day of delay.
	Maximum amount of Delay Damages:	ZAR (R60 million).
13.4 (b) (ii)	Percentage rate to be applied to Provisional Sums for overhead charges and profit.	5%
14.2	Total amount of Advanced Payment (as a percentage of the final Contract Price)	Not Applicable.

14.3	Period of payment	45 days.
14.3 (b)	Number of additional paper copies of Statements:	4
14.3 (iii)	Percentage of retention:	5%
14.3 (iii)	Limit of Retention Guarantee (as a percentage of Contract Price):	5%
14.5(b)(i)	Plant and Materials for payment when shipped:	Not applicable.
14.5(c)(i)	Plant and Materials for payment when delivered:	Not applicable.
14.6.2	Minimum amount of interim payment	Amount based on the value of the progress payment certified by the Employer's Representative.
14.7(b)(i)	Period for the Employer to make interim payments to the Contractor under Sub-Clause 14.6 (Interim Payments):	45 days.
14.7(b)(ii)	Period for the Employer to make interim payments to the Contractor under Sub-Clause 14.13 (Final Payments):	45 days.
14.7('c)	Period for the Employer to make final payment to the Contractor:	45 days.

14,8	Financing charges for delayed payment (percentage points above the average bank short-term lending rate as referred to under subparagraph (a) :	2%
14.11.1(b)	Number of additional paper copies of draft Final Statement	4
14.15 (a) i	Currencies for payment of Contract Price.	ZAR.
	Local :	100%
	Foreign :	0%
14.15('c)	Currencies and proportions for payment of Delay Damages:	ZAR
14.15('g)	Rates of exchange:	Not applicable.
17.2 (g)	Forces of nature, the risks of which are allocated to the Contractor.	Outbreaks of COVID-19 and the consequences thereof.
19,1	Permitted deductible limits:	
	Insurance required for the Works:	The deductible amounts for any claims to be agreed between the parties prior to the signing of the contract.
	Insurance required for Goods:	
	Insurance required for liability for breach of professional duty:	
	Insurance required against liability for fitness for purposes.	Not Applicable.
	Insurance required for injury to persons and damage to property.	The deductible amounts for any claims to be agreed between

	Insurance required for injury to employees.	the parties prior to the signing of the contract.
	Other insurances required by Laws and by local practice.	Not Applicable.
19.2(1)(b)	Additional amount to be insured (as a percentage of the replacement value, if less than 15%):	Not Applicable.
19.2(1)(iv)	List of Exceptional Risks which shall not be excluded from the insurance cover for the Works:	Special Risk Insurance issued by the South African Special Risks Insurance Association.
19.2.2	Extent of insurance required for Goods:	Contract period.
	Amount of insurance required for Goods:	Full contract amount plus 30%.
19.2.3(a)	Amount of insurance required for liability for breach of professional duty:	ZAR (R10million) - as a minimum amount.
19.2.3(b)	Insurance required against liability for fitness for purpose:	Not Applicable.
19.2.3	Period of insurance required for liability for breach of professional duty:	24 Months.
19.2.4	Amount of insurance required for injury to persons and damage to property:	ZAR (R20million) - as a minimum amount.
19.2.6	Other insurance required by Laws and by local practise:	Not Applicable.

21,1	<p>Time for appointment of DAAB:</p> <p>The DAAB shall comprise:</p> <p>List of proposed members of DAAB:</p> <p>Appointing entity (official) for DAAB members:</p>	21.1 To be agreed between the parties prior to signing of the contract.
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<p>THE PARTICULAR CONDITIONS</p> <p>PART B</p> <p>SPECIAL CONDITIONS (AMENDMENTS TO FIDIC)</p> <p>The Conditions of Contract comprise the "General Conditions", which form part of the "Conditions of Contract for EPC/ Turnkey Projects" Second Edition 2017 (also known as the "Silver Book") published by the Federation Internationale des Ingenieurs-Conselis (FIDIC) and which are hereby incorporated into the Contract between the Parties as amended by these Particular Conditions:</p>	
Sub-Clause	Amendments
Sub-Clause 1.1.2	<p>Where the words 'Base Date' appear throughout this Contract, replace them with 'Effective Date'</p> <p>Delete the wording of this Sub-clause in its entirety and replace with the following:</p> <p>Effective Date' means the date on which the Contract is signed and becomes binding on the Contractor.</p>
Sub-Clause 1.1.7	<p>Sub-clause 1.1.7 : Delete the following text from this Sub-clause: 'the Tender'</p>

Sub-Clause 1.1.58	<p>This sub-clause is amended with the following additional note:</p> <p>Provisional Sum' this amount will be treated as a lump sum fixed amount for the scope of work as described in the Architectural and Engineering Design Reports. The amount contained in the provisional sum covers for the full scope of work as contemplated, should the Contractor feel that the provisional sum is not an appropriate amount for the scope as described, this amount can be replaced with the appropriate amount as deemed by the Contractor. However the Contractor is not allowed to reduce this provisional sum amount.</p>
New Definition 1.1.81	<p>The following new sub-clause 1.1.81 is hereby included:</p> <p>Stakeholders' means all persons with a vested interest in the execution of the Vereeniging Taxi Rank. These include but are not limited to the following:</p> <ul style="list-style-type: none"> (a) Gautrain Management Agency (The GMA); (b) Gauteng Provincial Department of Roads and Transport (GPDRT); (c) Passenger Rail Agency of South Africa (PRASA); (d) Transnet Limited; (e) Vereeniging Taxi Association. (f) Sedibeng District Municipality; (g) Sedibeng Local Business Association; (h) Emfuleni Local Municipality.
New Definition 1.1.82	<p>The following new sub-clause 1.1.82 is hereby included:</p>

New Definition 1.1.83	<p>Briefing Note' means any document issued in writing by the Employers and its representatives that amends or supplements the RFP information.</p> <p>The following new sub-clause 1.1.83 is hereby included:</p> <p>Contract Price Base Date' means the Bid Response Submission Date.</p>
New Definition 1.1.84	<p>The following new sub-clause 1.1.84 is hereby included:</p> <p>Defects' means any defect, omission, or fault in the works, or part thereof, which occurs due to the failure of the Contractor to perform its obligations under the Contract.</p>
New Definition 1.1.85	<p>The following new sub-clause 1.1.86 is hereby included:</p> <p>Interim Payment Certificate' means a certificate to be issued by the Employer's Representative, certifying the amounts due to the Contractor following verification of a statement received from the Contractor.</p>
New Definition 1.1.86	<p>The following new sub-clause 1.1.86 is hereby included:</p>
Clause 2.1	<p>Right of Access to the Site</p> <p>This clause is amended to include the following additional note:</p>

	<p>Access and handover of the site by the Employer will be dependant on the approval of the project by the Gauteng Provincial Treasury, the layout approved by the relevant stakeholders more especially the Vereeniging Taxi Association and the current landowner: Passenger Rail Agency of South Africa. Engagements with these stakeholders are currently underway and the necessary approval is expected before the anticipated date of appointment of the Contractor.</p> <p>Insert the following provision at the end of Sub-clause 2.1:</p> <p>The Employer and its representatives shall be entitled to access the Site at least once a week and at any time, upon (24) twenty four hours notice to the Contractor, provided that such notice is not given over a weekend, for the purposes of inspecting the site. The Contractor shall give the Employer such access as it may require to the site.</p>
Clause 2.2 (b)	<p>Permits, Licences and Approvals</p> <p>This clause is amended to include the following additional note:</p> <p>No construction work must extend beyond the cordoned off/ hoarded area as agreed between the parties before commencement of the works.</p>
Clause 2.5	<p>Site Data and Items of Reference</p> <p>This clause is deleted in its entirety and replaced with the following note:</p>

Clause 4.1

The topographical and geotechnical reports provided by the Employer is purely for information purposes, as these reports were undertaken between the period 2014 - 2016. Therefore very little reliance can be placed on these reports. The Contractor is expected to perform all the necessary surveys to inform their design. The topographical survey is to extend beyond the boundaries of the site in order for an appropriate and adequate stormwater management plan to be designed. Attention is drawn to the Contractor that these surveys are to be conducted in an operational taxi facility and free and unhindered access cannot be granted by the Employer.

Contractor's General Obligations

This clause is amended to include the following additional notes:

Without in any way derogating from the generality of the Contractor's responsibilities, the Contractor shall also provide the following for his use as well as that of his Subcontractors:

(a) Scaffolding and Lifting / Hoisting Plant for the proper execution and completion of the works, including the requirements of all subcontractors.

(b) Site Notice Boards

The Contractor shall allow for the provision, erection and maintenance of 1 No. site notice board in English which is to be agreed between the parties at the site handover date.

('c) Water for the Works

The Contractor shall take responsibility upon site handover to provide clean and fresh water for drinking purposes as well as for the proper

	<p>execution of the works including that required by all subcontractors for filling, testing and commissioning.</p> <p>(d) Lighting and Power for the Works</p> <p>The Contractor shall take responsibility upon site handover to provide all the necessary electrical power required for the Site including that required by Subcontractors for testing and commissioning of all installations.</p> <p>Should electricity from the national grid become available to the Contractor, the Contractor shall pay all charges for the consumption from the national grid.</p> <p>The Contractor shall provide all temporary arrangements for distribution around the site, pay all costs and charges in connections, alter, shift and adapt from time to time as necessary and make good on completion.</p>
	<p>(e) Site Office</p> <p>The Contractor shall provide temporary site office accommodation for use during the project and remove from site upon completion of the works. Office requirements to include (amongst others) for general site meetings.</p> <p>(f) Storage Areas</p> <p>The Contractor shall provide storage areas for materials and goods to be used for the execution of the works. The condition of the storage areas shall be to the satisfaction of the Employer or its Representative and to ensure that materials and goods are protected against loss and damage.</p>

Clause 4.2

Performance Security

This clause is amended to include the following additional notes:

The Contractor shall provide two forms of security for the proper performance of the Contract, which are as follows:

(a) An unconditional bank Performance Guarantee for 10% of the accepted Contract Sum from a registered bank in South Africa acceptable to the Employer. The bank and the terms of the guarantee shall be subject to the approval of the Employer. The Contractor shall obtain and provide to the Employer such security within 14 days after the receipt of the Letter of Acceptance.

(b) In addition to the bank guarantee, the Contractor must also provide security to the Employer in the form of Retention within 14 days after receipt of the Letter of Acceptance.

Either,

(i) Retention in the form of cash to the value of 5% of the accepted Contract Sum;

(ii) A Retention Bond to the value of 5% of the accepted Contract Sum in favour of the Employer.

Both forms of retention will be reduced to 2.5% of the Contract Sum at issue of the Take Over Certificate and reduced to 0% only after all Defects have been repaired in full to the Employer's approval and signed off by the Employer's Representative.

Clause 4.7	<p>Setting Out</p> <p>This clause is amended to include the following additional notes:</p> <p>The Contractor shall notify the Employer and its Representative if any encroachments of adjoining foundations, buildings, structures, pavements, boundaries, servitudes, etc exist in order that the necessary arrangements may be made for rectifications or avoidance of such encroachments.</p> <p>Site establishment:</p> <p>The Contractor's site establishment area must be temporarily hoarded off securely to mitigate interaction or access by the public. All hoarding requirements must be in strict accordance with the hoarding specification contained in the Architectural design report.</p>
Clause 4.8	<p>Health and Safety Obligations</p> <p>New sub clause 4.8 (h) is deemed to be added to this main clause:</p> <p>The Contractor must submit a safety plan as part of its tender submission and update and maintain the safety plan throughout the duration of the project.</p>
Clause 4.9	<p>Quality Management and Compliance Verification Systems</p> <p>The applicable acceptable standard of work shall be the South African National Standards (SANS), any work not in accordance with this aforementioned will be condemned and will be reinstated in the correct approved manner and method.</p>

Clause 4.11	<p>Sufficiency of the Contract Price</p> <p>The contract price shall be a fixed lump sum value.</p>
Clause 4.13	<p>Clause 4.13 : Rights of Way and Facilities</p> <p>The Contractor shall bear all costs and charges for rights of way or special or temporary ways required by him in connection with access to the Site.</p>
Clause 4.14	<p>Avoidance of Interference</p> <p>This clause is amended to include the following additional notes:</p> <p>Without in any way derogating from the generality of the Contractor's site operations and methods of construction, the Contractor shall also provide the following:</p> <p>Inspection of existing properties:</p>
	<p>Before commencement of the works the Employer and its Representative, and the Contractor shall arrange with the Stakeholders and its representatives of local authorities to inspect, inter alia, existing adjoining structures, existing finishes, paving, kerbing, channels and fences, etc.</p> <p>In addition, prior to the commencement of work, the Contractor must prepare and submit to the Employer and its Representative a detailed site condition survey with supporting photographs.</p> <p>Stakeholder requirements:</p>

<p>Clause 4.15</p>	<p>There must be minimal negative impact on the operations of the existing businesses in the vicinity of the works, by minimising dust, noise and other disturbances.</p> <p>Access Route</p> <p>This clause is amended to include the following additional notes:</p> <p>Should the Contractor require any road closures for a period of time, prior written agreement must be obtained from the Employer and its Representative, and all relevant Stakeholders indicating when, where, duration and the Contractor's cooperation in diverting vehicle and mini bus taxis for the duration of the road enclosure.</p> <p>Access to working areas:</p> <p>The Contractor must propose and allow in his/her tender a methodology of gaining access to working areas including those of his/her subcontractors during normal working hours. This proposal must be approved by the Employer and its Representative and all relevant Stakeholders prior to commencement of the Works.</p>
<p>Clause 4.18</p>	<p>Protection of the Environment</p> <p>This clause is amended to include the following additional notes:</p> <p>The Contractor must take all necessary precautionary measures to protect existing installations for the duration of the works. The Contractor will remedy any damage to adjoining properties caused by the execution of the works. The Employer and its Representative may recoup any claim resulting from the neighbouring property owners as a result of negligence in the execution of the works.</p>

<p>Clause 4.21</p>	<p>Security of the Site</p> <p>This clause is amended to include the following additional notes:</p> <p>The Contractor shall be responsible for implementing all security requirements including those of its subcontractors including all plant, equipment, small tools, etc during the execution of the works. Should additional security be required due to theft and destruction, the Contractor will provide these measures and its own cost.</p>
<p>Clause 4.22</p>	<p>Contractor's Operations on Site</p> <p>This clause is amended to include the following additional notes:</p> <p>The Contractor must exercise extreme caution whilst operating plant and equipment, carrying tools, materials, etc to avoid causing damage to the mini bus taxis parked on site and the existing properties.</p> <p>Lay down areas (On Site):</p> <p>The Contractor will be expected to provide a marked up drawings indicating the position of their lay down areas for the duration of the construction period.</p> <p>Lay down areas (Off Site):</p>

<p>Clause 5.1</p>	<p>Should at any time during the works, the Contractor feels that the site is becoming restricted, and a significant amount of storage will be required to be done off site, the Contractor must rent or provide his own suitably equipped and secure area off site for the duration of the works or has deemed necessary by the Contractor.</p> <p>The Contractor must therefore make the necessary provisions in his pricing and programme of the works to include transportation of materials from the lay down areas to Site.</p> <p>The Contractor must also allow access to lay down areas to the Employer and its Representative during the works in order that they may satisfy themselves that the manner in which materials are stored prior to the installation does not diminish their quality.</p> <p>General Design Obligations</p> <p>This clause is amended to include the following additional notes:</p> <p>The following survey and investigation are expected to be done by the Contractor prior to the commencement of preliminary and detail designs:</p>
	<p>(a) Topographical survey.</p> <p>(b) Geotechnical investigation for pavement design purposes.</p> <p>(c) Environmental impact assessment.</p>

	<p>The survey and investigation is to be issued to the Employer and its Representative for review prior to the commencement of the preliminary and detail design.</p> <p>In addition, the Contractor shall ensure that the design and construction of the works and that of all subcontractors complies with the following:</p> <ul style="list-style-type: none"> (a) South African National Standards; (b) Latest Standard Specification for Municipal Works; (c) Model Preambles for Trades (November 2008 edition) as published by the Association of South African Quantity Surveyors; (d) Civil Engineering, building and other relevant standards. <p>The Employer and its Representative reserves the right to reject any work which derogates from these standards and instruct the Contractor to remediate such work at the Contractor's own expense.</p>
Clause 5.6	<p>As-Built Records</p> <p>Insert the following provision at the end of the third paragraph:</p> <p>"The Contractor shall update these as-built records to take account of all work carried out in respect of Defects as and when such work is carried out."</p>
Clause 7.5	<p>Defects and Rejection</p>

<p>Clause 8.3</p>	<p>This clause is amended to include the following additional notes:</p> <p>Any work that does not comply in strict accordance with the regulatory or design standards and tolerances will be rejected and remediated at the Contractor's own expenses.</p> <p>Programme</p> <p>This clause is amended to include the following additional notes:</p> <p>Is it expected that certain constraints will be placed on the Contractor as the work is executed at the taxi rank facility and the current operations, and the Contractor's construction programme must take this into account.</p>
	<p>In addition the programme must also take the following into account:</p> <p>(a) Commencement dates and time for completion of the works as a whole.</p> <p>(b) The Contractor shall be responsible at all times for maintaining the accuracy, validity and reasonableness of the programme, and the implementation thereof.</p> <p>(c) The programme shall be compiled based on the Critical Path Method of programming and the critical activities are to be clearly highlighted. It shall be compiled in such a way that the logic is not constrained by resource limitations, unless specifically agreed otherwise with the Employer and its Representative.</p>

	<p>The Contractor, Employer and its Representative shall at regular intervals on a weekly basis agree the state of progress of the Works relative to the latest revision of the Contract Programme. The Programme shall be revised and agreed at these weekly meetings. Such agreement shall include the recording of actual and shall constitute the official record of the progress at such point in time.</p>
<p>Clause 11.3</p>	<p>Extension of Defects Notification Period</p> <p>This clause is amended to include the following additional notes:</p> <p>Items remedied near the end of the 24 months Defects Notification Period shall be extended for a further 12 months for any items corrected during the Defects Notification Period.</p>
<p>Clause 13.3</p>	<p>Variation Procedure</p> <p>No variation will be certified for payment unless the variation is supported by a valid site instruction authorised by the Employer Representative. All costs related to variations will be forwarded to the Employer and its Representative within 10 days of receipt of the instruction to carry out the variation.</p>
<p>Clause 13.4</p>	<p>Provisional Sums</p> <p>This clause is amended to include the following additional notes:</p> <p>Provisional Sum' this amount will be treated as a lump sum fixed amount for the scope of work as described in the Architectural and Engineering Design Reports. The amount contained in the provisional sum covers for the full scope of work as contemplated, should the Contractor feel that the provisional sum is not an appropriate amount for the scope as described, this amount can be replaced with the appropriate amount as deemed by the Contractor. However the Contractor is not allowed to reduce this provisional sum amount.</p>

Clause 13.7	<p>Adjustments for Changes in Cost</p> <p>This clause is amended to include the following additional notes:</p> <p>The accepted Contract Price shall not be subject to any adjustments of whatsoever nature in respect of rise and fall in the cost of labour, materials or any other matters affecting the cost of execution of the Contract.</p>
Clause 14.3	<p>Application for interim Payment</p> <p>This clause is amended to include the following additional notes:</p> <p>Payment claims are to be submitted by the 25th of the month. These claims will be fully substantiated with all relevant information and documentation, in order to be evaluated, certified for payment and issued to the Employer and its Representative for payment within 45 calendar days. Failure to adhere to this requirement may lead to delayed payment.</p>
Clause 14.6	<p>Interim Payments</p> <p>This clause is amended to include the following additional notes:</p> <p>The payment for materials and goods stored off site shall not be included in the amount authorised for payment.</p>

5. INDICATIVE BILL OF QUANTITIES

The detailed indicative Bill of Quantities is provided in **Annexure A** of the RFP.

6. SUBMISSION CRITERIA

Bidders must provide the following information that forms part of the evaluation:

6.1. Project Team Qualifications, Certification, and Experience

The Bidders are required to submit detailed CVs, Qualifications and Certifications for all individuals who will be made available to the GMA and who will form part of the project team. These CVs must demonstrate the qualifications, certification, and specific work experience of every individual in the provision of the required area of expertise as per Section 3 of this RFP.

The CV's of the individuals proposed for this RFP must include the following minimum requirements:

6.1.1. Lead Project Manager

6.1.1.1. Qualifications and Certifications

- a. Bachelor's degree in Project Management, Quantity Surveying or Engineering
- b. Project management certification (PMP, Prince2, SACPMP)

6.1.1.2. Experience

- a. Fifteen (15) years' experience in the management and coordination of projects of a similar size, scope, and complexity to the requirements to be managed under this RFP.
- b. Ten (10) years' experience in taxi facility rehabilitation projects.
- c. Ten (10) years' experience in transport infrastructure projects

6.1.2. Contracts Manager

6.1.2.1. Qualifications and Certifications

- a. Bachelor's degree (BSc/BEng) in technical related field.
- b. Professional registration with Engineering Council of South Africa ("ECSA" PrEng) or South African Council for Project and Construction Management Professions ("SACPMP") or South African Council of Quantity Surveyors (PrQs).

6.1.2.2. Experience

- a. Ten (10) years' experience in the management and coordination of projects of a similar size, scope, and complexity to the requirements to be managed under this RFP.
- b. Five (5) years' experience in taxi facility rehabilitation projects.
- c. Ten (10) years' experience in transport infrastructure projects.

6.1.3. Health and Safety Specialist

6.1.3.1. Qualifications and Certifications

- a. Bachelor's degree/Diploma/Certification in Health and Safety Management.
- b. Registered with an accredited professional body from SACPMP or South African institute of occupational safety and health ('SAIOSH).

6.1.3.2. Experience

- a. Ten (10) years' experience in the management and coordination of projects of a similar size, scope, and complexity to the requirements to be managed under this RFP.
- b. Five (5) years' experience in taxi facility rehabilitation projects.
- c. Ten (10) years' experience in transport infrastructure projects.

6.1.4. Site Agent

6.1.4.1. Qualifications and Certifications

- a. Bachelor's degree/Diploma in Engineering or Technical Related Field
- b. Professional registration with ECSA or SACPMP or Quantity Surveyors ("SACQS").

6.1.4.2. Experience

- a. Ten (10) years' experience in the management and coordination of projects of a similar size, scope, and complexity to the requirements to be managed under this RFP.
- b. Five (5) years' experience in taxi facility rehabilitation projects.

- c. Ten (10) years' experience in transport infrastructure projects

6.1.5. Civil Engineer

6.1.5.1. Qualifications and Certifications

- a. Bachelor's degree (BSc/BEng) in Civil Engineering or Equivalent.
- b. Associated certification in ECSA

6.1.5.2. Experience

- a. Fifteen (15) years' experience in the management and coordination of projects of a similar size, scope, and complexity to the requirements to be managed under this RFP.
- b. Five (5) years' experience in taxi facility rehabilitation projects.
- c. Ten (10) years' experience in transport infrastructure projects

6.1.6. Electrical Engineer

6.1.6.1. Qualifications and Certifications

- a. Bachelor's degree (BSc/BEng) in Electrical Engineering.
- b. Professional registration with ECSA.

6.1.6.2. Experience

- a. Ten (10) years 'experience in Electrical structures Design.
- b. Lead in at least three (3) Electrical structural Design Projects.
- c. Ten (10) years' experience in design and construction of Electrical structures
- d. Ten (10) years' experience in Electrical structures design review and approvals

6.1.7. Geotechnical Engineer

6.1.7.1. Qualifications and Certifications

- a. Bachelor's degree (BSc/BEng) in Civil Engineering.
- b. Professional registration with ECSA

6.1.7.2. Experience

- a. Ten (10) years 'experience in geotechnical design.

- b. Lead in at least three (3) geotechnical design projects.
- c. Ten (10) years' experience in geotechnical structures design review and approvals

6.2. Company Experience and Expertise

Bidders are required to demonstrate company experience at multi-disciplinary level demonstrating full lifecycle project delivery with a minimum requirement of ten (10) years in the public sector environment managing construction projects of similar size and magnitude. Bidders are required to demonstrate a minimum of six (6) projects, including parking, roads, taxi facility rehabilitation projects, which were delivered and completed in a lead function in this regard. A minimum of five (5) civils projects reference letters (delivered and completed) including contactable references per project must be furnished. A minimum CIDB rating of 8CE is required for the project

6.3. Method statement / Methodology

Bidders must submit a method statement/ methodology detailing the manner in which the required scope of work as set out in Section 4 of this RFP will be executed and must include the following:

- a. The project governance structure in the form of an organogram reflecting the different levels of responsibility and accountability of all assigned personnel.
- b. The approach that will be adopted in the execution of the services required by this RFP. Bidders are required to demonstrate how they will project manage and administer the delivery of various packages throughout the lifecycle of the project. As a minimum the approach should be clearly defined and integrated with a structured workplan of deliverables. This should include risk management, clearly defined health and safety protocols, stakeholder management and quality assurance lifecycle.
- c. The project program to include a detail breakdown of activities and critical path objectives.
- d. A supplier development methodology detailing how the service provider will develop Small Medium and Micro-sized Enterprises ("SMME's") through the execution of the requirements of this RFP. Included in this would be the local

community development strategy process including measurable key performance indicators ("KPIs").

7. EVALUATION CRITERIA

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

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

- 7.1.1. Proof of valid CIDB grading 8CE
- 7.1.2. Proof of bid clarification meeting attendance signed by both the Employer's and bidder's representatives
- 7.1.3. In the event of the Joint Venture, Consortium or Partnerships, bidders must provide Joint Venture/Consortium/Partnership Agreement (including JV CIDB grading). The Joint Venture agreements must be signed by both parties.
- 7.1.4. Valid letter of Good standing (COIDA) for main bidder, JV and subcontractors, that complies with the South African Department of Labour and Employment.

7.2. Stage 2 Evaluation of Bids: Administrative Compliance

- 7.2.1. Bidders must submit fully completed and signed Standard Bidding Documents ("SBDs") with their bids. Submitting incomplete and/or unsigned SBDs may result in disqualification of the bid.
- 7.2.2. Bidders must provide latest CSD Report, valid tax certificate or SARS tax pin, valid B-BBEE certificate accredited by SANAS or sworn affidavits issued by the Department of Trade and Industry or Companies and Intellectual Property Commission ("CIPC") or in a similar format complying with commissioner of oath Act, and must complete and sign the Supplier Code of Conduct which is Part D of this RFP document.

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

- 7.3.1. Bidders will be evaluated on the contents of their bid submission that must demonstrate full understanding and alignment to the requirements of this RFP. The functionality (technical proposal) will be evaluated and scored out of 100 (one hundred) points, with a minimum threshold of eighty (80) points.

- 7.3.2. The functionality of the bids will be evaluated based on the criteria indicated in Table 3 below.
- 7.3.3. Submitted information will be evaluated against the criteria and weights for functionality as indicated in Table 3 below on a scale where zero percent(0%) is "does not meet the criterion; one (1) is "poor" and will receive the lowest number of points in that criterion; and 100 percent (100%) is "excellent" and will receive the highest number of points in that criterion. Inadequate or no information provided will attain a score of zero.
- 7.3.4. The weight of each sub-criteria represents total points obtainable, therefore if a Bidder submits as per the minimum requirements presented in Section 6 of the RFP, 80% of the total weight indicated in Table 3 will be applicable.
- 7.3.5. The maximum attainable points are 100.
- 7.3.6. Bids that do not meet or better the minimum threshold score of 80 points will not be evaluated further.

Table 3: Evaluation Criteria

EVALUATION CRITERIA	WEIGHT
1. Qualifications and Certification of Assigned Individuals <i>(as per section 6.1) (Weighted score of 3 points: qualifications=1.75 points; certification=1.25 points)</i>	21
2. Project Experience of Assigned Individuals <i>(as per section 6.1) (Weighted score of 3 points per area of expertise)</i>	21
3. Company Experience and Expertise 3.1. Number of Years in Projects (6) 3.2. Number of Projects delivered (6) 3.3. Number of Reference Letters (Contactable) (5)	17

4. Method Statement/Methodology	
4.1. Project Governance Structure (5)	
4.2. Project Program (5)	
4.3. Workplan and approach (25)	
4.4. Supplier Development (6)	41
TOTAL	100
MINIMUM THRESHOLD	80

7.3.7. Functionality Evaluation scale

- 7.3.7.1. The scoring methodology for Evaluation Criteria 1 and 2 related to certifications as per requirement in Section 6.1 of the RFP will be as follows:
- 7.3.7.2. where proof of certification is not submitted or does not meet the requirement, the score allocation will be zero (0).
- 7.3.7.3. where proof of certifications is submitted and meets the requirement, the score allocation will as per the matrix below .
- 7.3.7.4. The following scoring scale will be used in evaluating criteria as per requirements in Sections 6.1, 6.2, and 6.3:

Table 4: Functionality Evaluation Scale

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

	resources, and methodology/quality measures required to meet the criterion, with little or no supporting evidence.
80 (Good)	Bidder's response meets the criterion in full, demonstration by the Bidder of the relevant qualifications, ability, understanding, experience, skills, resources, and methodology/quality measures required to meet the criterion, with supporting evidence.
90 (Very Good)	Bidder's response exceeds the criterion in some aspects with minor additional benefits. Above-average, a demonstration by the Bidder of the relevant qualifications, ability, understanding, experience, skills, resource, and methodology/quality measures required to meet the criterion, with supporting evidence.
100 (Excellent)	Bidder's response significantly exceeds the criterion; demonstration by the Bidder of the relevant qualifications, ability, understanding, experience, skills, resources, and methodology/quality measures required to meet the criterion, The proposal identifies factors that will offer potential added value, with supporting evidence.

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

- 7.4.1. Bids that have met the minimum threshold of eighty points (80) on functionality evaluation shall be evaluated further on Price and Preference Point System.
- 7.4.2. The preference point system to be applied in this Tender is the 80/20 preference point system.

7.5. Stage 5: Award Criteria

- 7.5.1. 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) 2000 s2(1)(f) and GMA Supply Chain management Policy (2022) may be applied as award criteria for this tender.
- 7.5.2. PPPFA s2(1)(f), reads: "the contract must be awarded to the tenderer who scores the highest points, unless objective criteria in addition to those contemplated in paragraphs (d) and (e) justify the award to another tenderer".
- 7.5.3. GMA Supply Chain Management Policy (2022) reads: "If there is an intention to apply objective criteria in terms of section 2(1)(f) of the PPPFA, the tender documents should have stated the objective criteria that would be applied"

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

- 7.5.4.1. **Discrepancy in value for money** - where the difference between final scores is relatively low and the difference in functional scores is high, the award may be made to the bidder that did not score the highest total points.
- 7.5.4.2. **Risk of reduction of scope** – where the bidder with the highest points has quoted an abnormally low-priced bid, the award may be made to the bidder that did not score the highest total points.
- 7.5.4.3. **Risk of GMA incurring irregular, fruitless, and wasteful expenditure** – where results of a risk-based due diligence check on the bidder with the highest total points reveal findings that may impact successful delivery of the project, in turn, strategic objectives of the GMA, the award may be made to the bidder that did not score the highest total points.

8. COMPULSORY BRIEFING SESSION

8.1. Bidders must register a maximum of two (2) representatives to attend the compulsory briefing session by using the following link:
<https://forms.office.com/r/S03vTqchqu>

8.2. The date and venue for the compulsory briefing is as follows:

Date : Friday, 5th of August 2022

Time : 10am – 11am

Venue: Roshnee Civic Hall (also called Vereeniging City Hall) Vereeniging

9. COSTING INSTRUCTION

9.1. The Service Provider must execute the required services as articulated in Section 3 of this RFP optimally such that the time and resources are planned, deployed, and monitored to maximum efficiency and minimum costs.

- 9.2. Remuneration will be payable in South African Rand ("ZAR"), for actual deliverable-based invoice. Bidders are required to provide the schedule of drawdown against milestones achieved.
- 9.3. The Service Provider shall at their own cost; provide all tools and resources required to execute the scope of the contract as per the requirements articulated in Section 3-7 of this RFP.
- 9.4. The Successful Bidder shall at their own cost; provide any tools, resources, and equipment required to execute the scope of contract as per the requirements articulated in Section 3-7 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.

10. CONTRACT PERIOD

The contract period for the Services is four (4) months.

11. CONFIDENTIALITY

- 11.1. The Service Provider acknowledges and/or undertakes that through occupying the positions required by this RFP, the Service Provider shall have access to confidential information; that includes but is not limited to information, documents, data, and materials of whatever nature of the parties provided in writing.
- 11.2. The Service Provider shall maintain the strictest confidentiality for:
 - 10.2.1. all information that may reasonably be regarded as confidential, being information not in the public domain, whether such information is oral or written, recorded or stored by electronic, magnetic, electro-magnetic or other form or process, or otherwise in a machine readable form, translated from the original form, recompiled, made into a compilation, wholly or partially copied, modified, updated or otherwise altered, originated or obtained by, or coming into the possession, custody or knowledge of either party; or
 - 10.2.2. any information relating to either GMA's, present and future research, analysis, compilations and studies, development of any system, business or financial activity, product, services, market opportunities, existing and

potential customers and clients, marketing or promotion of any products, product pricing, contractual arrangements, technical knowledge, strategic objectives and planning, data, plans, designs, drawings, software or hardware, know-how, methods, trade secrets, trademarks, techniques, functional and technical requirements and specifications, financial statements, budgets, costs and financial projections, accounting procedures or financial information, including know how and Trade Secrets relating to the operation of the GMA.

12. DECLARATION OF INTEREST

Bidders must submit a declaration of any conflict of interest, any other involvement in the GMA and the Department of Roads and Transport, as well as any other conflicts arising from awarding of pending bids that may affect the discharge of their responsibilities in this RFP. Any party who participated in the design or development of the specification will not be allowed to participate in this tender. When a bid proposal is submitted, it will not be considered.

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

13.1. Definitions

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

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

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

confidential nature or further correspondence that would reveal the contents of the original correspondence; the views or opinions of another individual about the person whether the information is recorded electronically or otherwise;

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

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

13.2. Bidders' Consent

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

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

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

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

- 12.2.5. The bidders further agree to the disclosure of the Personal Information for any reason enabling the GMA to carry out or to comply with its business obligation insofar as it is relevant to the tender.
- 12.2.6. The Bidders are required to comply with the provisions of the POPI Act fully. Furthermore, where applicable, the GMA expects that the Bidders should have obtained consent from Data Subjects to release their personal information to third parties.
- 13.3. The GMA agrees that it will not transfer or disclose the Data Subject's Personal Information to a third party, unless where the GMA has a legal or contractual duty to disclose such information, or it is required for its legitimate business requirements and shall comply strictly with legislative stipulations in this regard.
- 13.4. The GMA undertakes that it has adequate controls in place to protect/safeguard the Data Subject's Personal Information it receives from the Bidders.

RFP - PART C:

BIDDERS DECLARATION

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

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

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

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

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

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

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

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

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

Contact National Treasury for further clarity on the process:

Email: csd@treasury.gov.za

Telephone: 012 315 5509

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

- CSD Supplier Number
- CSD Unique RRN

BID NO. GMA/003/22 PROVISION OF UPGRADES AND IMPROVEMENTS TO THE TEMPORARY TAXI RANK AT VEREENIGING METRORAIL STATION.

SBD 1 (A)

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE GAUTRAIN MANAGEMENT AGENCY					
BID NUMBER:	GMA/003/22	CLOSING DATE:	26 AUGUST 2022	CLOSING TIME:	11H00
DESCRIPTION	PROVISION UPGRADES AND IMPROVEMENTS TO THE TEMPORARY TAXI RANK AT VEREENIGING METRORAIL STATION.				
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 3598		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.					

SBD 1 (B)

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE 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.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT.
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

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

DATE:

SBD 3.1

PRICING SCHEDULE

Name of Bidder:	Ref Number: GMA/003/22
Closing Time: 11H00 AM	Closing Date: 26 August 2022

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

Bidders are required to submit a separate detailed price proposal in accordance with the **Bill of Quantities referred to as Annexure A** of this FP .

PRICING DECLARATION

Dear Sir/Madam

After having carefully read through and examined this RFP Reference Number GMA/003/22 in its entirety together with all the provisions contained in each section of the RFP document,

We hereby offer to upgrade and improve the temporary taxi rank at Vereeniging Metrorail station as per requirements stated in the Terms of Reference (TOR) section of the REQUEST FOR PROPOSAL document:

IN AMOUNT: R _____ (including VAT)

IN WORDS: R _____ (including VAT)

We confirm that this price covers all costs associated with the upgrades and improvements to the temporary taxi rank at Vereeniging Metrorail station as per the requirements in the TOR.

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

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

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

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

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

**PRICE DECLARATION
(MANDATORY INFORMATION)**

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

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

NAME OF BIDDER	
IDENTITY NUMBER	
POSITION	
SIGNATURE OF AUTHORISED SIGNATORY	

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. BIDDER'S DECLARATION

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

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

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

Full Name	Identity Number	Name of State institution

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

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

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

2.2.1 If so, furnish particulars:

.....

.....

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

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

2.3.1 If so, furnish particulars:

.....

.....

3 DECLARATION

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

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

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

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement, or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill, and knowledge in an activity for the execution of a contract.

- 3.4 In addition, there have been no consultations, communications, agreements, or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements, or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder representative

SBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

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

- 1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of

contribution are not claimed.

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

2. DEFINITIONS

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

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{min} = Price of lowest acceptable bid

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

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

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

5. BID DECLARATION

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

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

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

7. SUB-CONTRACTING

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

(Tick applicable box)

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

7.1.1 If yes, indicate:

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

(Tick applicable box)

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

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

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

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

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

SAFETY, HEALTH AND ENVIRONMENT

REQUEST FOR INFORMATION

1. SAFETY, HEALTH AND ENVIRONMENT

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

2. TECHNICAL AND QUALITY ASSURANCE STANDARDS

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

NAME OF BIDDER	
POSITION	
AUTHORISED SIGNATORY	
DATE	

RFP - PART D

SUPPLIER CODE OF CONDUCT

ABBREVIATIONS, TERMINOLOGIES AND DEFINITIONS

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

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

Visual Elements	Means the logo and framework or architecture which specifies how it is used.
-----------------	--

PURPOSE OF SUPPLIER CODE OF CONDUCT

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

APPLICABILITY/SCOPE

This code of conduct is applicable to all GMA Suppliers.

PREAMBLE

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

5 INTRODUCTION

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

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

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

6 ETHICS

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

6.1 Business Integrity

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

6.2 Conflict of Interest

Suppliers must avoid potential or actual conflict of interest. GMA must not deal directly or indirectly, with any Supplier with a conflict of interest that has been established. In the event of a Supplier becoming aware of any potential interest, during the course of a procurement process, negotiating the Supplier agreement or performing the Supplier's contractual obligations, the Supplier shall declare the

interest to the GMA's management who shall take appropriate action to conduct a materiality assessment of the declared interest depending on the particular circumstances of each case. Where conflict is established management shall continue to give effect to the foregoing principle.

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

6.3 Fair Competition

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

6.4 Privacy and Intellectual Property

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

6.5 Reputation Management

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

7 LABOUR AND HUMAN RIGHTS

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

7.1 Diversity and Inclusion

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

7.2 Child Labour Avoidance

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

7.3 Freedom of Association

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

7.4 Abuse/Harassment/Disciplinary Action

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

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

7.5 Fair and Equal Treatment

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

7.6 Forced Labour

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

7.7 Working Hours

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

7.8 Compensation and Benefits

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

8 SAFETY, HEALTH, ENVIRONMENT AND QUALITY

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

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

8.1 Occupational Health and Safety

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

8.2 Product Safety

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

8.3 Resource Conservation and Climate Protection/Waste and Emissions

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

8.4 Quality Requirements

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

9 MANAGEMENT SYSTEMS

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

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

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

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

10 ROLES AND RESPONSIBILITIES

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

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

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

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

12. REVIEW OF THE SUPPLIER CODE OF CONDUCT

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

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

NAME OF BIDDER	
POSITION	

AUTHORISED SIGNATORY	
DATE	