

REQUEST FOR TENDER

RFT REFERENCE NO: GMA/003/11

AUDIT ON THE SYSTEMS & PROCESSES THAT INFORM THE REVENUE & PATRONAGE REPORT AND THE PERFORMANCE MONITORING SYSTEM REPORT

The GMA seeks a service provider to:

Conduct an audit on the adequacy and effectiveness of controls in the Concessionaire's systems and processes that give rise to the production of the monthly Revenue & Patronage Report for the Gautrain Rapid Rail Project;

and

Conduct an audit on the adequacy and effectiveness of controls in the Concessionaire's systems and processes that track and inform the Performance Measures and the monthly Performance Monitoring System Report for the Gautrain Rapid Rail Link Project.

CLOSING DATE:

27 JANUARY 2012

CLOSING TIME:

11H00 AM

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GAUTRAIN MANAGEMENT AGENCY – REQUEST FOR TENDER AUDIT OF R&P and PMS SYSTEMS

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LIST OF ACRONYMS

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

DEFINITIONS

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

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

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

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

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

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

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

Member means an employee of the GMA.

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

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

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

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

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

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

State means the Republic of South Africa.

Statement of Compliance means the statement forming part of a Tender indicating the Bidder’s compliance with the Specification.

Bidder means a person or organisation that submits a Bid.

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

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

INTERPRETATIONS

In this RFT, unless expressly provided otherwise:

A reference to:

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

RFT - PART A:

INTRODUCTION

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

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

2. The GMA is inviting responses to this Request for Tender (Bid number GMA/003/11) in order to appoint a suitably qualified and experienced service provider to deliver services to the GMA as specified in the RFT PART B – Specification.
3. The term of the contract shall commence from the date to be agreed by GMA and the successful bidder and shall endure indefinitely until termination by either party, subject to the terms and conditions as agreed in the service agreement.
4. The appointment of a successful audit firm is subject to the conclusion of a service agreement between the GMA and such firm.

RFT OBJECTIVES

5. The GMA is seeking responses to this RFT for the successful bidding company to provide internal audit services through the GMA's Internal Audit Department, and to conduct an audit on the systems and processes of the Concessionaire for the Gautrain Rapid Rail Link Project, that give rise to the production of the monthly Revenue & Patronage Report, and the Performance Monitoring System Report.
6. The service provider will formulate a proposal to the GMA indicating how the requirements of the GMA may be addressed or surpassed by the solution proposed by the service provider, as well as the costing for various components of the proposal. The following services are required to be performed for the GMA:

Conduct an audit on the adequacy and effectiveness of controls in the Concessionaire's systems and processes that give rise to the production of the monthly Revenue & Patronage Report for the Gautrain Rapid Rail Project;

and

Conduct an audit on the adequacy and effectiveness of controls in the Concessionaire's systems and processes that track and inform the Performance Measures and the monthly Performance Monitoring System Report for the Gautrain Rapid Rail Link Project.

7. To achieve this, the service provider will work under the direction of the GMA: Executive Manager: Internal Audit and will:
 - Prepare internal audit reports for the submission to the GMA Audit and Risk Committee and the GMA Board;
 - Prepare the internal audit methodology and related working papers; and
 - Ensure the appropriate transfer of knowledge and skill to newly appointed Internal Audit staff.
8. In issuing this RFT, the GMA seeks to identify a Bidder who is able to:
 - Provide the services required by the GMA in the manner set out in the Specification;
 - Demonstrate a commitment and ability to working in collaboration with the GMA over the term of the service agreement;
 - Continuously seek improvements in cost competitiveness, value, efficiency, productivity and service level quality in the provision of the services for the mutual benefit of the GMA and the Bidder.

RFT REFERENCE NUMBER

9. **GMA/003/11.**

PROJECT MANAGER

Contact name	Mrs. Norah Lion
Designation	Executive Manager: Supply Chain Management
Telephone number	011 – 997 8637
General switchboard number	011 – 997 8900
Physical Address	22 MilkyWay Avenue, Linbro Business Park, Marlboro, 2090
E-mail Address	norahl@gautrainpo.co.za/ tenderenquiries@gautrainpo.co.za

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

PROJECT SPONSOR

Contact name	Mr Livhu Phume
Designation	Executive Manager: Internal Audit

INDICATIVE TIMETABLE

ACTIVITY	DATE
Advertisement of RFT	9 December 2011
Issue of RFT document	9 December 2011
End period for questions and additional requests for information	20 January 2012
Closing Time	11 am, 27 January 2012
Intended completion of evaluation of tenders	24 February 2012
Intended formal notification of successful Bidder(s)	9 March 2012
Intended execution of proposed Contract(s)	April 2012
Intended commencement date	April 2012

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

SUBMISSION OF TENDERS

Hardcopy Submission

Physical Address of Tender Box	22 MilkyWay Avenue, Linbro Business Park, Marlboro
Hours of access to Tender Box	24 hour access
Information to be marked on package containing Tender	Gautrain Management Agency Mrs. Norah Lion RFT Ref. No. Name of Bidder

Electronic Submission

E-mail Address	Tenders@gautrainpo.co.za
Access restrictions	Mailbox will expire at 11.00 am, 27 January 2012

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

RULES GOVERNING THIS RFT AND THE TENDERING PROCESS

APPLICATION OF RULES

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

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

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

REQUEST FOR TENDER

STATUS OF REQUEST FOR TENDER

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

ACCURACY OF REQUEST FOR TENDER

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

ADDITIONS AND AMENDMENTS TO THE RFT

22. The GMA reserves the right to change any information in, or to issue any addendum to this RFT before the Closing Time. The GMA and its officers, employees and advisors will not be liable in connection with either the exercise of, or failure to exercise this right.
23. If the GMA exercises its right to change information in terms of clause 21, it may seek amended Tenders from all Bidders.

REPRESENTATIONS

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

CONFIDENTIALITY

25. All persons (including all Bidders) obtaining or receiving this RFT and any other information in connection with this RFT or the Tendering Process must keep the contents of the RFT and other such information confidential, and not disclose or use the information except as required for the purpose of developing a proposal in response to this RFT.

COMMUNICATIONS DURING THE TENDERING PROCESS

REQUESTS FOR CLARIFICATION OR FURTHER INFORMATION

26. All communications relating to this RFT and the Tendering Process must be directed to the Project Manager.
27. All questions or requests for further information or clarification of this RFT or any other document issued in connection with the Tendering Process must be submitted to the Project Manager in writing, and most preferably by e-mail.
28. Any communication by a Bidder to the GMA will be effective upon receipt by the Project Manager (provided such communication is in the required format).
29. The GMA has restricted the period during which it will accept questions or requests for further information or clarification and reserves the right not to respond to any enquiry or request, irrespective of when such enquiry or request is received.
30. Except where the GMA is of the opinion that issues raised apply only to an individual Bidder, questions submitted and answers provided will be made available to all Bidders by e-mail, as well as on the GMA's website without identifying the person or organisation which submitted the question.
31. In all other instances, the GMA may directly provide any written notification or response to a Bidder by email to the address of the Bidder (as notified by the Bidder to the Project Manager).
32. A Bidder may, by notifying the Project Manager in writing, withdraw a question submitted in accordance with clause 26, in circumstances where the Bidder does not wish the GMA to publish its response to the question to all Bidders.

UNAUTHORISED COMMUNICATIONS

33. Communications (including promotional or advertising activities) with staff of the GMA or advisors assisting with the Tendering Process are not permitted during the Tendering Process except as provided in clause 26 above, or otherwise with the prior consent of the Project Manager. Nothing in this clause 32, is intended to prevent communications with staff of, or advisors of the GMA to the extent that such communications do not relate to this RFT or the Tendering Process.
34. 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

35. Bidders may not seek or obtain the assistance of employees, contractors or advisor's of the GMA in the preparation of their tender responses.
36. The GMA may in its absolute discretion, immediately disqualify a Bidder that it believes has sought or obtained such improper assistance.
37. 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.

ANTI-COMPETITIVE CONDUCT

38. 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.
39. For the purposes of clause 38, collusion, anti-competitive conduct or any other similar conduct may include disclosure, exchange and clarification of information whether or not such information is confidential to the GMA or any other Bidder or any other person or organization.
40. In addition to any other remedies available to it under law or contract, the GMA may, in its absolute discretion, immediately disqualify a Bidder that it believes has engaged in any collusive, anti-competitive conduct or any other similar conduct during the entire Tendering Process.

COMPLAINTS ABOUT THE TENDERING PROCESS

41. Any complaint about the RFT or the Tendering Process must be submitted to the Project Manager in writing immediately upon the cause of the complaint arising or becoming known to the Bidder.
42. The written complaint must set out:
 - a. The basis for the complaint, specifying the issues involved;
 - b. How the subject of the complaint affect the organisation or person making the complaint;
 - c. Any relevant background information; and
 - d. The outcome desired by the person or organisation making the complaint.
43. If the matter relates to the conduct of an official, employee or advisor of the GMA, the complaint should be addressed in writing marked for the attention of the Chief Executive Officer of the GMA, and delivered to the physical address of the GMA, as notified.

CONFLICT OF INTEREST

44. A Bidder must not, and must ensure that its officers, employees, agents and advisors do not place themselves in a position that may give rise to actual, potential or perceived conflict of interest between the interests of the GMA and/or the Gauteng Provincial Government and the Bidder's interests during the Tender Process.
45. The Bidder's Response in this RFT Part C requires the Bidder to provide details of any interests, relationships or clients which may or do give rise to a conflict of interest in relation to the supply of the Services under any contract that may result from this RFT.
46. If the Bidder submits its Tender and a subsequent conflict of interest arises, or is likely to arise, which was not disclosed in the Tender, the Bidder must notify the GMA immediately in writing of that conflict.
47. The GMA may immediately disqualify a Bidder from the Tendering Process if the Bidder fails to notify the GMA of the conflict as required.

LATE TENDERS

48. Tenders must be lodged by the Closing Time. The Closing Time may be extended by the GMA in its absolute discretion by providing written notice to Bidders.
49. Tenders lodged after the Closing Time or lodged at a location or in a manner that is contrary to that specified in this RFT will be disqualified from the Tendering Process and will be ineligible for consideration. However, a late Tender may be accepted where the Bidder can clearly demonstrate (to the

satisfaction of the GMA) that late lodgement of the Tender was caused by a system interruption in case of the e-Tender system or that access was denied or hindered in relation to the physical tender box or that a major/critical incident hindered the delivery of their tender documents and, in either case, that the integrity of the Tendering Process will not be compromised by accepting a Tender after the Closing Time.

50. The determination of the GMA as to the actual time that a Tender is lodged is final. Subject to clause 48, all Tenders lodged after the Closing Time will be recorded by the GMA and will only be opened for the purposes of identifying a business name and address of the Bidder. The GMA will inform a Bidder whose Tender was lodged after the Closing Time of its ineligibility for consideration. The general operating practice is for the late tender to be returned within 5 (Five) working days of receipt or within 5 (Five) working days after determination not to accept a late tender.

TENDER DOCUMENTS

BIDDERS' RESPONSIBILITIES

50 Bidders are responsible for:

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

PREPARATION OF TENDERS

51 Bidders must ensure that:

- a. their Tender is submitted in the required format as stipulated in this RFT Part C; and

- b. all the required information fields in RFT Part C are completed in full and contain the information requested by the GMA.

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

- 52 Unnecessarily elaborate responses or other presentations beyond that which is sufficient to present a complete and effective proposal are not desired or required. Elaborate and expensive visual and other presentation aids are not necessary.
- 53 Word limits where specified should be observed and the GMA reserves its right to disregard any parts of the Tender that significantly exceed the specified word limitations.

ILLEGIBLE CONTENT, ALTERATION AND ERASURES

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

OBLIGATION TO NOTIFY ERRORS

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

RESPONSIBILITY FOR TENDERING COSTS

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

DISCLOSURE OF TENDER CONTENTS AND TENDER INFORMATION

- 59 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

- 60 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.
- 61 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.
- 62 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 RFT within 10 (Ten) working days after the closure of the bid, if the bid is above the threshold value of R500 000; and
- b. on award of the bid, the name of the successful bidder, the contract price, preference points claimed, the contract number and description of the contract awarded.

PERIOD OF VALIDITY

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

STATUS OF TENDER

64 Each Tender constitutes an irrevocable offer by the Bidder to the GMA to provide the Services required and otherwise to satisfy the requirements of the Specification as set out in this RFT Part B.

65 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.
- f. 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).
- g. The GMA reserves the right to accept a Tender in part or in whole or to negotiate with a Bidder in accordance with the clause 88 (Unreasonable disadvantage) of this RFT Part A.

COMPLIANCE WITH SPECIFICATION

- 66 Under this RFT Part C of this RFT, a Bidder must submit a tabulated statement showing its level of compliance to the Specification contained in this RFT Part B.
- 67 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.
- 68 No response is required in respect of a particular section of the Specification where Bidders will comply with the Specification. Only sections that Bidders has complied with, or will only comply with subject to conditions, should be noted in the tabulated statement.
- 69 The GMA is prepared to contemplate minor variations or departures from the Specification proposed by Bidders’.
- 70 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 Bidder’s Response complies in all relevant respects with the Specification unless the Bidder states otherwise. Failure to notify the GMA of any non-compliance may result in a Bidder’s Response being disregarded.

- 71 For the purposes of clause 70:
- **Yes/ Complies** means that in all respects the Bidder’s Response meets or otherwise satisfies all specified outputs, characteristics or performance standards.
 - **Will comply subject to conditions** means that the specified outputs, characteristic or performance standard can only be met by the Bidder subject to certain conditions.
 - **No/ Will not comply** means that the specified outputs, characteristic or performance standard is not met by the Bidder’s Response.

GENERAL

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

ALTERNATIVE TENDER

- 75 A Bidder may submit an alternative proposal. An alternative proposal will only be accepted if:
- a. the Bidder also provides a conforming Bidder’s Response; and
 - b. the alternative proposal is clearly identified as an “Alternative Tender”.
- 76 An Alternative Tender may:
- a. not comply with the Specifications for the relevant Services due to inherent design or capability in the operation of the Services; or
 - b. provide the Services in a manner different to that specified in this RFT Part B.

INNOVATIVE SOLUTIONS

- 77 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.
- 78 These may be related to:
- a. the outputs, functional, performance and technical aspects of the requirement; or
 - b. opportunities for more advantageous commercial arrangements.

- 79 Any such options or solutions will be considered by the GMA on a “commercial in confidence” basis if so requested by the Bidder.
- 80 Where a Bidder submits an offer which meets the requirements of this RFT in an alternative and practical manner, the Tender must also include any supplementary material (including such pricing and costing details as may be necessary to enable the GMA to fully assess the financial impact of the alternative proposal), which demonstrates in detail that such an alternative will fully achieve and/or exceed all the specified requirements, together with references as to why the additional features may be advantageous.
- 81 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

- 82 The Conditions of Tendering include a provision for the disclosure of contract information (refer to this RFT Part A dealing with “Use of Tenders”).
- 83 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

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

UNREASONABLE DISADVANTAGE

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

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

The GMA will consider these applications in the Tender evaluation and negotiations with Bidders.

EVALUATION OF TENDERS

EVALUATION PROCESS

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

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

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

- a. shortlist one or more Bidders';
- b. commence or continue discussions with all or some Bidders without short listing any Bidders; or
- c. accept one or more of the Tenders.

89 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.

90 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.

91 A Bidder's Response will not be deemed to be unsuccessful until such time as the Bidder is formally notified of that fact by the GMA. The commencement of negotiations by the GMA with one or more other Bidders is not to be taken as an indication that any particular Bidder's Response has not been successful.

EVALUATION CRITERIA FORMAT

92 The evaluation criteria is weighted to reflect the importance of project requirements noted in the Specifications:

93 In evaluating Bidder's Responses, the GMA will have regard to:

- a. specific evaluation criteria identified in the list below;
- b. the overall value for money proposition presented in the Bidder's Response; and
- c. particular weighting assigned to any or all of the evaluation criteria specified below.

94 For the purposes of this RFT clause 96, 'value for money' is a measurement of financial and non-financial factors, including:

- a. quality levels; and
- b. performance standards.

95 Value for money will be assessed on a 'whole of life' basis (including the transitioning-in, the contract term and the transitioning-out phases of the relationship between the GMA and a Bidder), with a view to long-term sustainability of the value for money proposition and with a focus on ensuring that value for money outcomes are promoted and protected following the conclusion of any contract that may result from this RFT.

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

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

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

FUNCTIONALITY EVALUATION CRITERIA	MAXIMUM POINTS
PROFESSIONAL COMPETENCE	91
Compliance with specification	5
Proposal & Audit Methodology	40
Project plan with timeline and milestones	5
Knowledge and Professional Experience related to assignments of a similar nature to RFT	10
Past/ current performance related to assignments of a similar nature to RFT	5
Qualifications and skills specific to RFT	5
Quality control system for deliverables	5
Affiliation to or membership of professional bodies	5
Client service, client ratings, client references	6
Innovation and strategy	5
COMMERCIAL	9
Financial viability of Bidder	3
Risk and Professional Indemnity	3
Conflict of interest	3
TOTAL SCORE	100

99 A minimum threshold for functionality of 70 (Seventy) points is required. Bids that do not meet this threshold will automatically be disqualified from further evaluation.

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

THE 90/10 PREFERENCE POINTS SYSTEM

EVALUATION CRITERIA	MAXIMUM POINTS
Price	90
B-BBEE Status Level of Contributor	10
Total points for price and B-BBEE must not exceed	100

PRICE EVALUATION

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

POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

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

CLARIFICATION OF TENDERS

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

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

DISCUSSION WITH BIDDERS

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

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

107 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.

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

109 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

110 Bidder 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.

111 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.

112 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

113 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

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

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

NO OBLIGATION TO ENTER INTO CONTRACT

116 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.

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

ADDITIONAL RULES

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

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

BIDDER WARRANTIES

120 By submitting a Tender, a Bidder warrants that:

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

GMA'S RIGHTS

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

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

GOVERNING LAWS

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

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

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

INCONSISTENCY

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

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

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

RFT - PART B:

TENDER SPECIFICATION

SCOPE OF SERVICES

Mandate

Clause 92 of the Concessionaire Agreement (CA) provides that the Concessionaire shall make available to the GMA such financial information, documents or accounts as the GMA may reasonably require to audit and verify any payments made under the CA and such as may reasonably be required from time to time to enable the GMA to comply with its obligations under Legal Requirements.

1. Patronage and Revenue Report and the Patronage Guarantee

1.1 Background

- 1.1.1 In terms of clause 29.3.1 of the CA, if, for any Contract Month after the Operating Commencement Date for Phase 2 (which is currently expected to occur early in 2012):
- (a). The Actual Rail Passenger Kilometres is less than the Minimum Required Rail Passenger Kilometres in respect of either of the Airport Service or the General Passenger Service; and
 - (b). The Actual Total Revenue is less than the Minimum Required Total Revenue specified for such period in the Operational Revenue Support Model, indexed then the GMA shall pay the Patronage Guarantee to the Concessionaire.
- 1.1.2 The amount of Patronage Guarantee payable in respect of any Contract Month shall be equal to the difference between the Minimum Required Total Revenue specified for the Contract month (indexed) and the Adjusted Total Revenue for that Contract Month (Actual Total Revenue for the period plus an amount equal to the Fare Evasion Adjustment for that period).
- 1.1.3 The payment is effected on receipt by GMA of the Concessionaire generated VAT invoice. The invoice amount is supported by calculations provided by the Concessionaire based on revenue

and operational information reported in the Revenue and Patronage Report that is prepared in accordance with the CA.

1.2 Objective

The objective of the proposed audit is to obtain assurance on the adequacy and effectiveness of the controls in Concessionaire's systems and processes that inform the Revenue and Patronage Report.

1.3 Scope of work

1.3.1 The scope should cover the period of any three Contract Months as specified by the GMA on commencement of audit. Among others, the audit should cover the following areas, as espoused in clause 29.3.13 of the CA:

1.3.2 The Revenue and Patronage Report for each Contract Month identifying in relation to the operation of the System and with respect to each day in that Contract Month the:

- (a). Actual Total Revenue disaggregated by the type of income
(Revenue earned by the Concessionaire directly and indirectly as a result of being awarded the Concession including all Patronage Revenues and the Patronage Guarantee, as well as advertising income and any other income derived from the system, from sources other than patronage, but excluding VAT);
- (b). Actual Rail Passenger Kilometres;
- (c). Average Trip Distance;
- (d). Actual Patronage Revenue disaggregated by type of income and patronage
(Revenue earned by the Concessionaire from Fares levied in respect of passengers, including penalty fares, fares on the Dedicated Feeder and Distribution services, and charges levied for parking, excluding the Patronage Guarantee);
- (e). Data recorded in the Concessionaire's Management Information System (CMIS) relating to the number of passengers in the System, the Fares charged for such passengers, Actual Patronage Revenue and the number of passengers using the System; and
- (f). A calculation of the amount of the Patronage Guarantee payable by the GMA and determined in accordance with clause 29.3.5(a).

1.3.3 The following key business processes and system audits inform the Patronage and Revenue Report.

- (a). Assessment of the adequacy and effectiveness of the cash management processes at the Stations, i.e. the handling of cash from station/retailer level to the accounting thereof. This includes the controls in the ticketing system (ticket dispensing terminals, bulk issuing and handheld machines, fare gates, TOMs, TVMs, etc), cash collections, and banking, refunds and shortages and cash management systems.
- (b). Assessment of the adequacy and effectiveness of controls in processes relative to the sale of Contactless Smart Cards (CSCS), Product Sales and Stored Travel Rights (STRS) and the accounting of the revenue from these sales in accordance with the Automatic Fare Collection (AFC) business rules. In particular the accuracy of the ageing of the amounts that make up the total of the STRS.
- (c). Assessment of the adequacy and effectiveness of controls in processes relating to the calculation of revenue from Train passengers and the Dedicated Feeder and Distribution Service bus passengers via a CSC and utilization of parking by Train passengers via a CSC and/or Magnetic Strip Ticket (MST) and non-rail passengers via a CSC and/or MST in accordance with the business rules.
- (d). Assessment of the adequacy and effectiveness of controls in processes relating to the reporting and recording of a faulty bus Validator, the recording and reporting of the actual downtime; the reaction time limit and whether this is an automated process or is reliant upon human intervention.
- (e). Assessment of the adequacy and effectiveness of controls in processes relating to the reporting and recording of a faulty parking gate, the recording and reporting of the actual downtime; the reaction time limit and whether this is an automated process or is reliant upon human intervention.
- (f). Assessment of the adequacy and effectiveness of controls in processes relating to calculation of the estimate of lost revenue from parking as a result of a faulty parking gate.

- (g). Assessment of the adequacy and effectiveness of controls in processes relating to the calculation of revenue from Handling Fees in accordance with the business rules.
- (h). Assessment of the adequacy and effectiveness of controls in processes relating to the issuing, withdrawing and managing of staff cards, the policy relating to the use of staff cards, the accuracy of the monthly reports providing details of the usage of staff cards by each staff member e.g. what the card was used for, the date and time that the card was used, where the card was used and a total of the cost of trips and parking in respect of this usage.
- (i). Verify the extent and impact of manual override on the ticketing value chain.
- (j). Audit the adequacy and effectiveness of the reconciliation processes pertaining to ticket sales, cash management, card transactions, including the following:
- i. IT General and Application controls pertaining the Sage Financial Management System.
 - ii. Data analysis on daily-recorded reconciliation results against the Operator's Management Information System (OMIS).
- (k). Audit the adequacy and effectiveness of the current travelling process defining the Actual Rail passenger kilometres travelled, including the following:
- IT General and Application controls over the Automatic Fare Collection System (AFCS).
 - Perform a data analysis on daily-recorded transactional entries and exits to the system;
 - The formula and approach used for this purpose; and
 - Systems interface, i.e. Central System (Operation Control Centre) with Station Controllers and other remote ticketing devices.
- (l). Evaluate the effectiveness and adequacy of Concessionaire's business continuity management process, i.e. disaster recovery planning and testing, and backup management process.
- (m). Review any other risk areas and/or control weaknesses that the audit procedures and tests may reveal during the course of the engagement.

- 1.3.4 The business process between BOC and BCC in terms of the financial information and the reconciliation thereof with accountabilities and responsibilities between the two entities.

2. Performance Measures and Performance Monitoring System Report

2.1 Background

- 1.1.1 In terms of clause 35.2.1 of the CA the Concessionaire is required to produce Performance Reports each Contract month. These reports are used to assess the performance of the Concessionaire for the Contract month. The performance measures are listed under Scope of Work 2.3.1.
- 2.1.2 Should the Concessionaire not meet the required levels of performance, after discussion and agreement by the Performance Monitoring Committee, then the penalties as set out in the CA are imposed. The total amount of the penalties for a particular Contract Month is deducted from the Patronage Guarantee to be paid to the Concessionaire.

2.2 Objective

The objective of the proposed audit is to obtain assurance on the adequacy and effectiveness of the controls in Concessionaire systems and processes that inform the Performance Measures and Performance Monitoring System Report.

2.3 Scope of work

- 2.3.1 The following key business processes in the Performance Measures and Performance Monitoring System will inform the extent of the audit coverage.
- (a). Train Operational Service Group
 - Service availability, punctuality and overcrowding.
 - (b). Dedicated Feeder and Distribution Services (DFDS)
 - Service availability, punctuality and overcrowding.
 - (c). Customer Feedback Group
 - Satisfaction Survey, Comments, Information Availability, Access Controls and Call Centre Accessibility.
 - (d). Security Group

- Safety of passengers and their property.

(e). Cleanliness and Damage Repair Group

- Cleanliness and Conditions of Trains, Stations, Feeder Vehicles and System Infrastructure.
- Availability of lifts, escalators, ticket machines, the recording and reporting of the actual downtime, the reaction time limit and whether it is an automated process or is reliant upon human intervention.

2.3.2 Audit the adequacy and effectiveness of the current performance recording process that defines the measurements or indicators used to generate the performance reports, including the following:

- (a). IT General and Application controls over the Operator’s Management Information System (OMIS);
- (b). IT General and Application controls over the Availability Software Module (ASWM) including the security controls in the FTP server and imported files;
- (c). The manner in which the information from the ASWM is utilized and changed to deal with changes in the Timetable and to deal with manual overrides and changes to the automatically generated information;
- (d). Systems interface, i.e. Availability Software Management System (ASWM) with Supervisory Control and Data Acquisition (SCADA), Maintenance System (MAXIMO), Automatic Fare Collection System (AFCS) and Signalling System (SIG) including the Operator’s modification process; and
- (e). Perform a data flow analysis at all interfaces on daily-recorded performance indicators against the reported performance measure for the three Contract Months as specified by the GMA.

2.3.3 Evaluate the effectiveness and adequacy of the Concessionaire’s manual processes i.e. the standards applied when scoring on the score cards that inform the Performance Monitoring.

2.3.4 Review any other risks areas and/or control weaknesses that audit procedures and tests may reveal during the course of the engagement.

General Principles to be Covered in the Audit

3.1 Evaluate the reliability of computer generated data supporting the financial information reported by the Concessionaire, and analyze specific programs and their outcomes;

- 3.2 Examine the adequacy of controls in information systems and related operations to ensure system effectiveness (system performs the intended functions and users get the required information and in the right format when required);
- 3.3 Are internal controls adequate to ensure that errors are not introduced when entering, communicating, processing, storing or reporting data?
- 3.4 Are data system resources sufficiently protected against theft, fraud, unauthorized use and natural disasters?
- 3.5 Is there judicious separation of duties to reduce the risk of employee fraud and sabotage?
- 3.6 Are there comprehensive written standards?
- 3.7 Is the access to and use of computer terminals properly authorized?
- 3.8 Assess physical access controls to system;
- 3.9 Assess logical access controls that protect the financial applications and underlying data files from unauthorized access, amendment and deletion;
- 3.10 Assess controls relating to the reception, conversion and processing of data and distribution of the final output to ensure completeness and reliability of operations, and prevention of unauthorized processing of data;
- 3.11 Assess change management controls to ensure amendments to system are authorized, tested, accepted and documented;
- 3.12 Assess network communication security controls in place;
- 3.13 Business Continuity Planning: Are there adequate plans in place to resume processing in the event of failure of computer operations?

Audit of Operation and Maintenance

- 4.1 Evaluate application controls indicating major transactions, describing transaction flow and output, indicating major files maintained and approximate figures for transaction volumes;
- 4.2 Assess whether documentation standards are sufficiently comprehensive, updated for system amendments and a back-up copy of documentation is held;
- 4.3 Assess input controls to ensure input is authorized, ability to input data is restricted, there is a method to prevent or detect duplicate processing, all authorized input has been submitted, or transmitted, and there are procedures for the correction and resubmission of rejected data;
- 4.4 Evaluate the controls built into the IT Applications to ensure that data transmitted over local or wide-area networks is valid, accurate and complete. Are controls adequate to reduce the risk of data loss, unauthorized transactions and data corruption?

- 4.5 Evaluate processing controls to ensure valid, accurate and complete processing of input and generated data, adequate validation of input and generated data, processing of correct files, detection and rejection of errors during processing and referral back to origination for re-processing, proper transfer of data from one processing stage to another and checking of control totals;
- 4.6 Evaluate output controls to ensure that all output is produced, distributed on time, fully reconciled with pre-input control parameters, and that errors and exceptions are properly investigated;
- 4.7 Evaluate master/ standing data file controls to ensure that amendments to standing data are properly authorized, integrity of master and standing files is verified by checking, control totals and periodic reconciliation with independent records, and physical and logical access to application data files are restricted and controlled;
- 4.8 Adequate audit trails are maintained that contain enough information to allow processing action to be recreated, summary totals to be verified and the sources of intentional and unintentional errors to be traced.
- 4.9 Are there integrity checks on the by-passing of any of the above controls?

RFT - PART C:

BIDDER'S DECLARATION

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

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

BIDDER'S 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	
FULL NAME OF AUTHORISED AGENT				
TITLE OF AUTHORISED AGENT				
SIGNATURE OF AUTHORISED AGENT				
DATE OF SIGNATURE				
TOTAL BID PRICE				

EXECUTIVE SUMMARY	<i>Word limit – [250 words]</i>
Provide a brief executive summary giving an overview of the organization and your offerings.	
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.	
COMPLIANCE WITH SPECIFICATION	
Please indicate whether you have complied with the specification and the provision of information as required in this RFT.	
PROPOSAL & AUDIT METHODOLOGY	
Provide details of the audit methodology you propose to use to provide the Services according to the Specification.	<i>Page limit - [15] pages with references</i>
PROJECT PLAN, TIMELINE, MILESTONES	
Provide details of the proposed planning arrangements to be implemented in the provision of the Services, in particular the project cycle, timeline for the audit phases within the cycle, milestones to be delivered and planning to meet deadlines.	<i>Page limit – [5] pages</i>

CAPABILITY:KNOWLEDGE & EXPERIENCE	
Provide details of your organization’s knowledge and professional experience in the industry as it applies to the required Services	<i>Word limit – [500] words</i>
PAST PERFORMANCE & CURRENT WORK	
Detail previous work related to the requirements detailed in the Specification	<i>Word limit – [500] words</i>
Detail current work related to the requirements detailed in the Specification	<i>Word limit – [500] words</i>
Briefly detail previous public sector experience in the past 3 years and reference the ways in which this relates to the requirements detailed in the Specification	<i>Word limit – [250] words</i>
SPECIFIC: QUALIFICATIONS & SKILLS	
Provide a brief curriculum vitae for each member of staff you are proposing for the work to deliver the Services including details of qualifications, experience and skills. Each member listed here must also be listed in the Annexure B - Pricing Schedule	<i>Page limit – [3] pages</i>
QUALITY SYSTEM FOR DELIVERABLES	
Describe your organization’s Quality Management System. To which standard are you accredited?	<i>Word limit – [10] words</i>
If you are not currently certified, are you in the process of achieving certification, and to which standard?	<i>Word limit – [10] words</i>
AFFILIATION/MEMBERSHIP OF PROFESSIONAL BODIES	
List affiliation to or membership of all applicable professional bodies.	<i>Word limit – [250] words</i>
CLIENT SERVICE, RATINGS, REFERENCES	
Provide details of the Customer Service Plan you would undertake for this contract.	<i>Word limit – [100] words</i>
What other customer service orientated proposals do you have that will enhance your bid?	<i>Word limit – [100] words</i>

<p>Provide 3 references that the GMA could contact regarding your ability to provide the Services required under the Specification.</p>	<p><i>Client and contact details:</i> <i>Description of service:</i> <i>Period:[x 3]</i></p>
<p>INNOVATION AND STRATEGY</p>	
<p>Provide brief details of the innovative or unique component of your proposal, which for example, involve the use of leading technologies, innovative solutions, methodologies and best practice.</p>	<p><i>Word limit – [100] words</i></p>
<p>What strategies will be used to ensure continuous and “value for money” improvements for the service?</p>	<p><i>Word limit – [100] words</i></p>
<p>FINANCIAL VIABILITY</p>	
<p>Are there any significant events, matters, occurrences or circumstances which have arisen since the end of your last financial year which may significantly affect operations and your ability to continue to operate as a going concern?</p>	
<p>Are there any other factors which could adversely impact on the financial ability of the Bidder to successfully perform the obligations contemplated in this RFT?</p>	
<p>RISK AND PROFESSIONAL INDEMNITY</p>	
<p>Provide details of all relevant insurances maintained by the Bidder, including risk management strategies applicable in the context of the supply of the Services.</p>	<p><i>Name of Insurer:</i> <i>Policy Type: [public liability, professional indemnity]</i> <i>Policy number(s):</i> <i>Expiry dates:</i> <i>Limit of liability:</i> <i>Relevant exclusions:</i></p>
<p>CONFLICT OF INTEREST</p>	
<p>Provide details of any interests, relationships or clients which may give rise to a conflict of interest and the area of expertise in which that conflict of interest may arise.</p>	
<p>Outline the strategy and process for preventing conflicts of interest and to handle any future conflict of interest (actual or</p>	

perceived).	
COSTING	
Pricing schedule	<i>Complete as attached in Annexure B.</i>
Provide details of any other cost associated with this contract	
ANY OTHER MATTER	
Detail any other matter which has not been covered in the previous sections, and which you believe needs to be considered in the evaluation of your Tender.	

ANNEXURE A**TAX CLEARANCE CERTIFICATE REQUIREMENTS**

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

- 1 In order to meet this requirement bidders are required to complete in full the form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 2 SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
- 3 The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
- 4 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
- 5 Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
- 6 Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za

ANNEXURE B

PRICING SCHEDULE

Name of Bidder:	Ref Number: GMA/003/11
Closing Time: 11H00 AM	Closing Date 27 January 2011

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

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

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

R.....

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

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

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

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

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
----- -	R.....
----- -	R.....
	TOTAL:	R.....	

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

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
----- -	R.....
----- -	R.....
----- -	R.....
----- -	R.....
----- -	R.....
	TOTAL:	R.....	

- 6. Period required for commencement with project after acceptance of bid
- 7. Estimated amount of man-days for completion of project.
- 8. Are the rates quoted firm for the full period of contract ?
- 9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.

ANNEXURE C

PRICING DECLARATION

Dear Sir/Madam

After having carefully read through and examined this RFT Reference Number GMA/003/11 in its entirety together with all the provisions contained in each section of the RFP document,

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

IN AMOUNTS:

R _____ (including VAT)

IN WORDS:

R _____ (including VAT)

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

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

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

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

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

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

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

DECLARATION OF INTEREST

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

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

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

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:.....

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

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

2.5 Tax Reference Number:

2.6 VAT Registration Number:

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

2.7 Are you or any person connected with the bidder **YES / NO**
Are you or any person connected with the bidder presently employed by the state? **YES / NO**

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

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

Position occupied in the state institution:

Any other particulars:

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

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

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

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

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

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

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

2.8.1 If so, furnish particulars:
.....
.....
.....

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

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

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

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

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

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

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

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

4. DECLARATION

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

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 AND 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

NAME OF BIDDER	
IDENTITY NUMBER	
POSITION	
AUTHORISED SIGNATORY	

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

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

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

1. GENERAL CONDITIONS

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

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

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

1.3 Preference points for this bid shall be awarded for:

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

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

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

1.6 The submission of such certificates must comply with the requirements of instructions and guidelines issued by National Treasury and be in accordance with notices published by the Department of Trade and Industry in the Government Gazette.

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

2. DEFINITIONS

- 2.1 **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3 **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.5 **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;

- 2.7 “**consortium or joint venture**” means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- 2.8 “**contract**” means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 “**EME**” means any enterprise with an annual total revenue of R5 million or less;
- 2.10 “**Firm price**” means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 “**functionality**” means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 “**non-firm prices**” means all prices other than “firm” prices;
- 2.13 “**person**” includes a juristic person;
- 2.14 “**rand value**” means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15 “**sub-contract**” means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.16 “**total revenue**” bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- 2.17 “**trust**” means the arrangement through which the property of one person is made over or

bequeathed to a trustee to administer such property for the benefit of another person; and

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

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;
- 3.3 Points scored shall be rounded off to the nearest 2 decimal places;
- 3.4 In the event that two or more bids have scored equal total points, the successful bid shall be the one scoring the highest number of preference points for B-BBEE;
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid shall be the one scoring the highest score for functionality; and
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

4.1 THE 90/10 PREFERENCE POINT SYSTEM

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

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

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

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

5.2

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

5.3 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA’s approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.

5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.

5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.

5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

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

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

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

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

8 SUB-CONTRACTING

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

8.1.1 If yes, indicate:

- (i) what percentage of the contract will be subcontracted?
- (ii) the name of the sub-contractor?

- (iii) the B-BBEE status level of the sub-contractor?
- (iv) whether the sub-contractor is an EME? YES / NO (delete which is not applicable)

9 DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm:

9.2 VAT registration number:

9.3 Company registration number:

9.4 TYPE OF COMPANY/ FIRM

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

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

9.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in

paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct;
- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution

WITNESSES	
NAME OF BIDDER	
IDENTITY NUMBER	
POSITION	
AUTHORISED SIGNATORIES OF BIDDER(S)	
WITNESS 1	
WITNESS 2	
DATE	
ADDRESS	

ANNEXURE F

CONTRACT FORM - RENDERING OF SERVICES

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

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid .

2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of bidder’s past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.

5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

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

ANNEXURE G

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This declaration is used by GMA in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

- 2 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.

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

NO.	QUESTION	YES	NO
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p>The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>		

4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?		
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?		
4.4.1	If so, furnish particulars:		

CERTIFICATION

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

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

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

NAME OF THE BIDDER	
POSITION	
AUTHORISED SIGNATORY	
DATE	

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

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

I, the undersigned, in submitting the accompanying bid:

_____ (Bid Number and Description)

in response to the invitation for the bid made by:

_____ (Name of Institution)

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

I certify, on behalf of : _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation);
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a

period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

NAME OF BIDDER	
POSITION	
AUTHORISED SIGNATORY	
DATE	

CHECKLIST

Bidders are to use this checklist to ensure that the bid documentation is complete for administrative compliance. The bidder is to indicate that the documentation is complete and included in the bid document by completing the table below.

ITEM	DESCRIPTION	YES	NO
1.	Is your Bidder’s Response completed in full and signed?		
2.	Have you submitted all attachments and additional information required?		
3.	Annexure A		
4.	Annexure B		
5.	Annexure C		
6.	Annexure D		
7.	Annexure E		
8.	Annexure F		
9.	Annexure G		
10.	Annexure H		
11.	Did you submit one (1) original and three (3) hard copies of the Bidder’s Response?		
12.	Did you submit an electronic copy of the Bidder’s Response		
		Tick to indicate that the information is included	