

REQUEST FOR PROPOSAL

RFP REFERENCE NUMBER.: GMA/004/26

INDEPENDENT SOCIO-ECONOMIC MONITOR SERVICES FOR THE GAUTRAIN SYSTEM, FOR A PERIOD OF FIVE (5) YEARS

The GMA seeks:

to appoint a suitably qualified service provider to conduct Independent socio-economic monitor services for a period of five years.

DATE OF ISSUE	: 09 OCTOBER 2026
ONLINE NON-COMPULSORY BRIEFING SESSION DATE	: 16 OCTOBER 2026
ONLINE NON-COMPULSORY BRIEFING SESSION TIME	: 10H30 – 11H30
LINK TO JOIN THE BRIEFING SESSION ON 16 OCTOBER	: Click Join Briefing session
CLOSING DATE FOR SUBMITTING QUESTIONS	: 27 OCTOBER 2026
CLOSING DATE FOR TENDER SUBMISSION	: 30 OCTOBER 2026
CLOSING TIME	: 12H00

REQUEST FOR PROPOSAL FOR A SERVICE PROVIDER TO CONDUCT INDEPENDENT SOCIO-ECONOMIC MONITOR SERVICES FOR THE GAUTRAIN SYSTEM

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DEFINITIONS

In this Request for Proposal, 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 Proposal, containing an offer to provide goods, works or services in accordance with the Specification as provided in RFP Part B.

Bidder means a person or organisation that submits a Bid

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

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

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

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

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

Member means an employee of the GMA.

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

Project means the appointment of a service provider to conduct Independent Socio-Economic Monitor services for the Gautrain System for a period of five (5) years.

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

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

Service Provider means successful bidder appointed and contracted by GMA.

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

State means the Republic of South Africa.

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

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

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

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

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

INTERPRETATIONS

In this RFP, unless expressly provided otherwise:

A reference to:

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

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RFP - PART A

INTRODUCTION

1. The Gautrain Management Agency (GMA) is a PFMA Schedule 3(C) listed provincial public entity which has been established in terms of the GMA Act No. 5 of 2006. The GMA is substantially funded from the Provincial Revenue Fund in order to carry out the following strategic objectives:
 - Assist the Gauteng Provincial Government (GPG) in implementing Gautrain and achieving the Project's objectives.
 - Act on behalf of GPG in managing the relationship between Province and the Concessionaire in terms of the Concession Agreement and ensure that the interests of Province are protected.
 - Enhance the integration of Gautrain with other transport services and Public Transport Plans.
 - Promote and maximise the Socio-Economic Development and B-BBEE objectives of the GPG in relation to Gautrain.
 - Liaise with and promote co-operation between government structures in all three spheres of Government in relation to Gautrain.
 - Liaise with persons having an interest in the project.
 - Manage assets relating to Gautrain and promote their preservation and maintenance.
 - Manage the finances of the Gautrain Project and the financial securities provided by the Concessionaire.
 - Monitor the policy and legislative environment of the Gautrain Project
2. The GMA is inviting responses to this Request for Proposal (reference number GMA/004/26) in order to appoint a suitably experienced service provider to conduct Independent Socio-economic monitor services for a period of five (5) years as specified in this RFP PART B – Terms of Reference.
3. The appointment of a successful service provider is subject to conclusion of a service level agreement between the GMA, the service provider and the concessionaire.

RFP OBJECTIVES

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The objective of the tender is to appoint a service provider to conduct Independent socio-economic monitor services for the Gautrain system for a period of five (5) years.

INDICATIVE PROJECT TIMETABLE

ACTIVITY	DATE
Issue of RFP	09 October 2026
Online Non-Compulsory Briefing Session Date	16 October 2026
Online Non-Compulsory Briefing Session Time	10h30 – 11h30
Closing Date for submitting questions	27 October 2026
Closing Date and Time	30 October 2026 at 12h00
Intended completion of evaluation of tenders	30 November 2026
Intended formal notification of successful Bidder	07 December 2026
Effective date of contract	15 December 2026

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

SUBMISSION OF TENDERS

Web-based Online Submission (Compulsory)

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

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Proposal Submission	All bids must be submitted through a secure web-based TendaSwift system. To avoid any challenges that may affect submitting a bid on time, Bidders should at least ensure that they <u>are registered in TendaSwift and ready to submit bid documents 48hours before closing date and time; and after registration, complete submission of all bid documents at least 5 hours before closing date and time.</u> GMA takes no responsibility for any Bidder's failure to successfully submit a bid by closing date and time. NO BIDS MAY BE PHYSICALLY SUBMITTED AT GMA OFFICES.
Access to TendaSwift	https://eprocurement.gautrain.co.za/ PLEASE NOTE: THE MAXIMUM SIZE FOR SUBMIT BIDS IS 50MB PER ATTACHMENT
Hours of access to TendaSwift	24hours/7days. Submission of bid proposal will automatically close at 12h00 on 30th of October 2026
Data Format	PDF files only may be uploaded
Enquiries	For TendaSwift system related problems contact IT Helpdesk at TendaSwift_helpdesk@gautrain.co.za For Tender Queries contact SCM on tenderenquiries@gautrain.co.za
TendaSwift Bid Submission Status (Draft or Submitted)	Bidders must upload all their tender documents on TendaSwift and click "Submit" button before the deadline. This will ensure the bid submission reflects the submitted status and generate a bid submission receipt email. Bids in draft status at the deadline will be considered as non-submission.

RULES GOVERNING THIS RFP AND THE TENDERING PROCESS

APPLICATION OF RULES

4. Participation in the tender process is subject to compliance with the rules contained in this RFP Part A.
5. All persons (whether or not a Participant in this tender process) having obtained or received this RFP may only use it, and the information contained therein, in compliance with the rules contained in this RFP Part A.
6. All Bidders are deemed to accept the rules contained in this RFP Part A.

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7. The rules contained in this RFP Part A apply to:

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

REQUEST FOR PROPOSAL

STATUS OF REQUEST FOR PROPOSAL

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

ACCURACY OF REQUEST FOR PROPOSAL

10. Whilst all due care has been taken in connection with the preparation of this RFP, the GMA makes no representations or warranties that the content in this RFP or any information communicated to or provided to Bidders during the Tendering Process is, or will be, accurate, current or complete. The GMA, and its officers, employees and advisors will not be liable with respect to any information communicated which is not accurate, current or complete.
11. If a Bidder finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this RFP or any other information provided by the GMA (other than minor clerical matters), the Bidder

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must promptly notify the Agency in writing (by e-mail to the address tenderenquiries@Gautrain.co.za) of such discrepancy, ambiguity, error or inconsistency in order to afford the GMA an opportunity to consider what corrective action is necessary (if any).

12. Any actual discrepancy, ambiguity, error or inconsistency in this RFP or any other information provided by the GMA will, if possible, be corrected and provided to all Bidders without attribution to the Bidder who provided the written notice.

ADDITIONS AND AMENDMENTS TO THE RFP

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

REPRESENTATIONS

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

CONFIDENTIALITY

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

COMMUNICATIONS DURING THE TENDERING PROCESS

REQUESTS FOR CLARIFICATION OR FURTHER INFORMATION

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17. All communication and attempts to solicit information of any kind relative to this tender should be in writing and channelled to the Supply Chain Management Unit via TendaSwift and response will be provided on the same platform.
18. Any communication by a Bidder to the GMA will be effective upon receipt by the SCM Unit (provided such communication is in the required format).
19. 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.
20. 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 TendaSwift portal without identifying the person or organisation which submitted the question.
21. In all other instances, the GMA may directly provide any written notification or response to a Bidder by email to the address of the Bidder (as notified by the Bidder to the SCM Unit).
22. A Bidder may, by notifying the SCM Unit in writing, withdraw a question submitted in accordance with clause 30, in circumstances where the Bidder does not wish the GMA to publish its response to the question to all Bidders.

UNAUTHORISED COMMUNICATIONS

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

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24. 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

25. Bidders may not seek or obtain the assistance of employees, contractors or advisors of the GMA in the preparation of their tender responses, except where contractors or advisors are participating in the tender in which case the Bidder must disclose such participation in its tender by declaring their possible interest or conflict in the relevant SBD 4 form.
26. The GMA may in its absolute discretion, immediately disqualify a Bidder that it believes has sought or obtained such improper assistance.
27. 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.
28. Bidders are encouraged to stop crime at the GMA in its tracks and report it anonymously to: telephone: **0800 222 585** or SMS **33490** or email: gautrain@whistleblowers.co.za or **Whistle Blowers App** (<https://www.whistleblowing.co.za/download-app/>)

ANTI-COMPETITIVE CONDUCT

29. 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.

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30. For the purposes of clause 38, collusion, anti-competitive conduct or any other similar conduct may include disclosure, exchange and clarification of information whether or not such information is confidential to the GMA or any other Bidder or any other person or organisation.
31. 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

32. Any complaint about the RFP or the Tendering Process must be submitted to the SCM Unit in writing, (preferably by email: tenderenquiries@gautrain.co.za), immediately upon the cause of the complaint arising or becoming known to the Bidder.
33. 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.
34. 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

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

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36. The Bidders Response in this RFP Part C requires the Bidder to provide details of any interests, relationships or clients which may or do give rise to a conflict of interest in relation to the supply of the services under any contract that may result from this RFP.
37. 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.
38. The GMA may immediately disqualify a Bidder from the Tendering Process if the Bidder fails to notify the GMA of the conflict as required.

38.1 Participation in Multiple Bids and Conflicts of Interest

Bid-stage participation and disclosure

No Bidder, including any member of a joint venture or consortium, may participate, whether directly or indirectly, in more than one Bid submitted in response to this RFP.

A Bidder must disclose whether any of its directors, shareholders, members, partners, beneficial owners or other persons exercising control or material influence over the Bidder:

- a) is a director, shareholder, member, partner or beneficial owner of another Bidder or of any member of another bidding joint venture or consortium;
- b) exercises, or is able to exercise, direct or indirect control or material influence over another Bidder; or
- c) has any other financial, commercial, professional or organisational relationship with another Bidder that may create an actual, potential or perceived conflict of interest.

Where such a relationship exists, the affected Bidders must provide full particulars of the relationship and demonstrate, to the satisfaction of the GMA, that their respective Bids were prepared and submitted independently and without consultation, coordination, exchange of competitively sensitive information or any other conduct that may restrict competition.

LATE TENDERS

39. Tenders must be lodged by the Closing Date and Time electronically in TendaSwift. TendaSwift system will automatically lock at the Closing Date and Time. Late bids will not be accepted or considered.

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40. The determination of the GMA as to the actual time that a Tender is lodged is final.

TENDER DOCUMENTS

BIDDERS RESPONSIBILITIES

43. Bidders are responsible for:

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

PREPARATION OF TENDERS

44. Bidders must ensure that:

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

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

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

ILLEGIBLE CONTENT, ALTERATION AND ERASURES

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

OBLIGATION TO NOTIFY ERRORS

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

RESPONSIBILITY FOR TENDERING COSTS

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

DISCLOSURE OF TENDER CONTENTS AND TENDER INFORMATION

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

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- d. for the general information of Bidders required to be disclosed as per National Treasury Regulations, Guidelines, Instruction Notes or Practice Notes.

USE OF TENDERS

53. Upon submission in accordance with the requirements of submission of Tenders, all Tenders submitted become the property of the GMA. Bidders will retain all ownership rights in any intellectual property contained in the Tender.
54. Each Bidder, by submission of their Tender, is deemed to have licensed the GMA to reproduce the whole, or any portion, of their Tender for the purposes of enabling the GMA to evaluate the Tender.
55. Further, in submitting a Tender, the Bidder accepts that the GMA shall, in accordance with the requirements of Treasury Regulation No. 16A.6.3(d) and the National Treasury Instruction Note on *Enhancing Compliance Monitoring and Improving Transparency and Accountability in Supply Chain Management*, publish (on the internet or otherwise):
 - a. The names of all Bidders that submitted bids in relation to this RFP within 10 (Ten) working days after the closing date of this RFP, if the bid is above the threshold value of R1 million; and
 - b. on award of the bid, the name of the successful Bidder, the contract price, B-BBEE level of contribution status, the contract number and description of the contract awarded.

PERIOD OF VALIDITY

56. All Tenders received must remain valid and open for acceptance for a minimum of 180 (one hundred and eighty) days from the Closing Date. This period may be extended by written mutual agreement between the GMA and the Bidder.

STATUS OF TENDER

57. Each Tender constitutes an irrevocable offer by the Bidder to the GMA to provide the Services required and otherwise to satisfy the requirements of the Specification as set out in this RFP Part B.
58. A Tender must not be conditional on:
 - a. The Board approval of the Bidder or any related governing body of the Bidder being obtained;
 - b. the Bidder conducting due diligence or any other form of enquiry or investigation;
 - c. the Bidder (or any other party) obtaining any regulatory approval or consent;
 - d. the Bidder obtaining the consent or approval of any third party; or

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- e. the Bidder stating that it wishes to discuss or negotiate any commercial terms of the contract.
59. The GMA may, in its absolute discretion, disregard any tender that is, or is stated to be, subject to any one or more of the conditions detailed above (or any other relevant conditions).
60. The GMA reserves the right to accept a Tender in part or in whole or to negotiate with a Bidder in accordance with the clause 88 (Unreasonable disadvantage) of this RFP Part A.

TENDER RESPONSE

COMPLIANCE WITH SPECIFICATION

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

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

66. For the purposes of clauses 63, 64 and 65:

- **Yes/Complies** means that in all respects the Bidders Response meets or otherwise satisfies all specified outputs, characteristics or performance standards.

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- **Will comply subject to conditions** means that the specified outputs, characteristics or performance standards can only be met by the Bidder subject to certain conditions.
- **No/Will not comply** means that the specified outputs, characteristics or performance standards is not met by the Bidders Response.

GENERAL

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

ALTERNATIVE TENDER

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

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INNOVATIVE SOLUTIONS

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

CONTRACT DISCLOSURE REQUIREMENTS

DISCLOSURE OF INFORMATION

77. The Conditions of Tendering include a provision for the disclosure of contract information (refer to this RFP Part A dealing with "Use of Tenders").
78. If a Bidder wishes to withhold the disclosure of specific contract information, the Bidder must clearly outline how the release of this information will expose trade secrets, business strategy or unique methodologies that may expose the business unreasonably to disadvantage.

TRADE SECRETS

In considering whether specific information should be categorised as a trade secret, Bidders' should assess:

- a. The extent to which it is known outside of the Bidders business;
- b. the extent to which it is known by the persons engaged in the Bidders business;
- c. any measures taken to guard its secrecy;
- d. its value to the Bidders business and to any competitors;

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- 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

79. In determining whether disclosure of specific information will expose a Bidders business unreasonably to disadvantage, the following should be considered:

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

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

EVALUATION OF TENDERS

EVALUATION PROCESS

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

81. Tenders will be evaluated against the Evaluation Criteria specified under the section “Evaluation Criteria Format”.

82. Without limiting the GMA's rights in the RFP, the GMA may at any time during the Tendering Process choose to:

- a. Shortlist one or more Bidders; and
- b. accept one or more of the Tenders.

83. 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.

84. 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.

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

EVALUATION CRITERIA FORMAT

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86. The evaluation criteria is weighted to reflect the importance of project requirements noted in the Specifications:
87. In evaluating Bidders Responses, the GMA will have regard to:
- Specific evaluation criteria identified in the list below;
 - the overall value for money proposition presented in the Bidders Response; and
 - particular weighting assigned to any or all of the evaluation criteria specified below.
88. For the purposes of this RFP clause 90, 'value for money' is a measurement of financial and non-financial factors, including:
- Quality levels; and
 - performance standards.
89. Value for money will be assessed on a 'whole of life' basis (including the transitioning-in, the contract term and the transitioning-out phases of the relationship between the GMA and a Bidder), with a view to long-term sustainability of the value for money proposition and with a focus on ensuring that value for money outcomes are promoted and protected following the conclusion of any contract that may result from this RFP.
90. Administrative compliance will be determined in accordance with the conditions listed in this RFP.
91. The evaluation criteria will be in line with the PPPFA, 2000 (Act No. 5 of 2000), Preferential Procurement Regulations 2022 and the approved GMA SCM Policy.
92. Evaluation will be based on a point system and three-stage evaluation process. As a pre-requisite, a bid must comply with the requirements of the bid solicitation and meet the pre-qualification/mandatory requirements (if any) before being evaluated further to the second stage. The minimum threshold of the functionality evaluation criteria must also be met in order for the bid to be declared responsive and acceptable and qualify to the third evaluation stage.
93. The value of this bid is estimated to be above R 50,000,000 and therefore the 90/10 preference point system shall apply. The following is the weighting awarded for each element, and the threshold score.

Evaluation element	Weighting	Threshold score
Technical proposal	100	70 Points
Specific goals	10	N/A
Price proposal	90	N/A

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Total	100	
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FUNCTIONALITY EVALUATION

94. The evaluation criteria for measuring functionality, and the weighting attached to each criterion is detailed in **Part B of the RFP document, Paragraph 6 of Terms of Reference**. Failure to provide adequate information for evaluation of the criteria listed below will at least result in minimal subjective consideration and may result in loss of points.
95. The minimum threshold for functionality is indicated in clause 93. Bids that do not meet this threshold will be disqualified from further evaluation.
96. Thereafter, only the qualifying bids will be evaluated in terms of the 90/10 preference point system, where a maximum of 90 points are allocated for price and a maximum of 10 points are allocated in respect of Specific Goals.

PRICE EVALUATION

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

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

Where:

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

PREFERENCE EVALUATION

98. Ten (10) points are allocated for preference (Specific Goals). B-BBEE rating certificates and affidavits signed under oath are the Specific Goals applicable for this tender. Preference points will be allocated in terms of the BBBEE Codes of Good Practice guideline as indicated in the following table.

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99. To claim Preference points, Bidders must submit the duly completed and signed SBD6.1 and a valid BBBEE Certificate or affidavit signed under oath which will be verified.

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

TOTAL POINTS AWARDED

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

CLARIFICATION OF TENDERS

101. 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.
102. The GMA is under no obligation to seek clarification of anything in a Tender and reserves the right to disregard any clarification that the GMA considers to be unsolicited or otherwise impermissible in accordance with the rules set out in this RFP.

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DISCUSSION WITH BIDDERS

103. The GMA may elect to engage in detailed discussions with any one or more Bidders, with a view to maximising the benefits of this RFP as measured against the evaluation criteria and in fully understanding a Bidders offer.
104. 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.
105. The GMA is under no obligation to undertake discussions with, or to invite any presentations from Bidders.
106. 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

107. Bidders or where the Tendering Process involves a short-listing process, shortlisted Bidders may be invited by the GMA to submit a best and final offer in relation to all or certain aspects of their respective Tenders.
108. 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.
109. 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

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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

110. 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

111. The GMA may, in its absolute discretion, decide not to enter into pre-contractual negotiations with a successful Bidder.
112. A Bidder is bound by its Tender and all other documents forming part of the Bidders Response and, if selected as a successful Bidder, must enter into a contract on the basis of the Tender without negotiation.

NO OBLIGATION TO ENTER INTO CONTRACT

113. 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.
114. The GMA may conduct a debriefing session for all Bidders (successful and unsuccessful). Attendance at such debriefing session is optional.

ADDITIONAL RULES

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115. It is a condition of the tendering process that Bidders will be required to complete all the forms annexed to this RFP Part C.
116. A Bidder who does not submit all the information as required by the GMA may be disqualified from the Tendering Process.

BIDDER WARRANTIES

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

GMA'S RIGHTS

118. Notwithstanding anything else in this RFP, and without limiting its rights at law or otherwise, the GMA reserves the right, in its absolute discretion at any time, to:
- a. Cease to proceed with, or suspend the Tendering Process prior to the execution of a formal written contract;
 - b. alter the structure and/or the timing of this RFP or the Tendering Process;
 - c. vary or extend any time or date specified in this RFP for all or any Bidder or other persons;
 - d. terminate the participation of any Bidder or any other person in the Tendering Process;

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- e. require additional information or clarification from any Bidder or any other person or provide additional information or clarification;
- f. call for new Tenders;
- g. reject any Tender received after the Closing Time;
- h. reject any Tender that does not comply with the requirements of this RFP; or
- i. consider and accept or reject any alternative tender.

GOVERNING LAWS

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

INCONSISTENCY

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

TERMS OF REFERENCE

DEFINITIONS AND INTERPRETATION

Definitions

For purposes of these Terms of Reference, the following words and phrases shall have the meanings assigned to them below, and cognate expressions shall have corresponding meanings, unless the context indicates otherwise. Any other capitalised terms used but not defined in these Terms of Reference shall have the meanings assigned to them in Schedule 21 (Form of Appointment of Independent Socio-Economic Monitor), attached as Annexure A, or Schedule 15 (Socio-Economic Development Obligations), attached as Annexure B, as applicable.

Affiliate means, in respect of any person, any person by which that person is Controlled or which is Controlled by that person, or any person which is Controlled by any other Affiliate of that person.

Appointers means the Province and the Concessionaire, acting jointly in appointing the ISEM under the ISEM agreement

Business Day means any day other than a Saturday, Sunday or public holiday in the Republic of South Africa.

Concession Agreement (CA) means the concession agreement concluded between the Province and the Concessionaire in respect of the operation, maintenance, upgrade and modernisation of the Gautrain System, including the Schedules thereto.

Concessionaire means Sihamba Sonke Mobility (RF) Proprietary Limited (SSM), including its permitted successors and assigns.

Concession Employee means:

- a) any employee whose contract of employment is transferred to the Concessionaire, a Direct Subcontractor or an Indirect Subcontractor on or prior to the Effective Date pursuant to the Concession Agreement and by virtue of the operation of applicable Legal Requirements; and
- b) any other person employed by the Concessionaire or any of its Affiliates, any Direct Subcontractor or Indirect Subcontractor or any other subcontractor or delegate of any of the Services whose contract of employment may be transferred to a Successor

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Concessionaire following expiry of the Contract Term by virtue of the operation of applicable Legal Requirements.

Contract Month means a calendar month during the Contract Term, whereby:

- a) the first Contract Month is the period from and including 1 October 2026; and
- b) the final Contract Month is the period from and including the first day of the month during which the Expiry Date occurs up to and including the Expiry Date.

Contract Quarter means a period of three (3) Contract Months which constitutes a quarter of a Contract Year.

Contract Term means the period from the Effective Date until the Expiry Date.

Contract Year means the first Contract Year commencing on the Effective Date and ending on 31 March 2027 and thereafter each successive period of twelve (12) Contract Months, provided that the last Contract Year shall commence on the day after the last day of the previous Contract Year and ends on the Expiry Date.

Control means, in respect of a person, that another person (whether alone or with others and whether directly or indirectly and whether by the ownership of share capital, the possession of voting power, contract or otherwise):

- a) controls or has the power to control the affairs and policies of that person or of any other person which Controls that person;
- b) is the parent undertaking of that person or of any other person which Controls that person; or
- c) possesses or is, or will be at a future date, entitled to acquire:
 - i. fifty percent (50%) or more of the share capital or issued share capital of, or of the voting power in, that person or any other person which Controls that person;
 - ii. such part of the issued share capital of that person or any other person which controls that person as would, if the whole of the income of such person were distributed, entitle it to receive fifty percent (50%) or more of the amount so distributed; or
 - iii. such rights as would, in the event of the winding-up of that person or any other person which controls that person or in any other circumstances, entitle it to

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receive fifty percent (50%) or more of the assets of such person which would then be available for distribution.

Direct Subcontractor(s) means any contractor or supplier (whether a third party or Affiliate) appointed by the Concessionaire to provide goods or services in connection with the Concessionaire's rights and/or obligations under the Concession Agreement.

Effective Date means 28 September 2026.

Expiry Date means 30 September 2041 or, if earlier, the date upon which this Concession Agreement otherwise terminates in accordance with its terms.

Gauteng Provincial Government (Province) means the Gauteng Provincial Government of the Republic of South Africa, acting through its Department of Roads and Transport which expression shall include its permitted successors and assigns.

Gautrain Management Agency (GMA) means the Gautrain Management Agency, a juristic person in terms of the Gautrain Management Agency Act, 2006 (Act No. 5 of 2006)

Gautrain System/System means the rapid rail public transportation system and the Feeder Vehicles operated and maintained pursuant to the Concession Agreement including (without limitation) all rail infrastructure; buildings; and facilities; dlrc's and commercial kiosks; the Train Sets; all Maintenance equipment and vehicles used substantially for the purposes of maintaining and/or operating the Services; all spares and materials; any measurement or monitoring system; all Records and other documentation; all things contained on any relevant asset register; anything to be provided by the Concessionaire pursuant to the Concession Specification; anything in or used in the Railway Line; boundary fences; and/or computer systems and software;

Independent Socio-Economic Monitor (ISEM) Agreement means the agreement to be entered into between the GMA, the Concessionaire and the ISEM substantially in the form set out in Schedule 21 (Form of Appointment of Independent Socio-Economic Monitor), attached as Annexure A.

Indirect Subcontractor(s) means any contractor or supplier (whether a third party or Affiliate) appointed by a Direct Subcontractor to provide goods or services in connection with the Concessionaire's rights and/or obligations under the Concession Agreement.

Legal Requirements means any Act of Parliament, or provincial legislature applicable to the Province, or regulations in terms of any such Act, and includes any amendment, extension or re-enactment of any of the same in force from time to time and all other instruments, orders and regulations made pursuant to such Act.

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Service(s) means any service to be provided by the Concessionaire to comply with its obligations in accordance with the Concession Agreement.

Successor Concessionaire means any person notified by the Province to the Concessionaire as having been or intended to be appointed to further design, construct, finance (partial), handover, transfer, operate and/or maintain the System following termination or expiry of the Concession.

INTERPRETATIONS

For purposes of these Terms of Reference:

- a) words importing the singular shall include the plural and vice versa;
- b) words importing any gender shall include all genders;
- c) references to a person shall include a natural person, juristic person, partnership, trust, organisation or other legal entity, as the context requires;
- d) references to any legislation, regulation, code or other regulatory instrument shall include any amendment, replacement or re-enactment thereof from time to time;
- e) references to a document, agreement, plan or report shall include that document, agreement, plan or report as amended, updated or replaced from time to time, where applicable;
- f) headings are included for convenience only and shall not affect the interpretation of these Terms of Reference;
- g) where a period is expressed in days, it shall mean calendar days unless expressly stated to be Business Days; and
- h) where any provision of these Terms of Reference is inconsistent with the Concession Agreement or the ISEM Agreement, the applicable provisions of the Concession Agreement or ISEM Agreement shall prevail.

REQUEST FOR PROPOSAL – REQUEST FOR A SERVICE PROVIDER TO CONDUCT INDEPENDENT SOCIO-ECONOMIC MONITOR SERVICES FOR THE GAUTRAIN SYSTEM.

1. PURPOSE

The purpose of these Terms of Reference (ToR) is to appoint a suitably qualified, experienced and independent service provider to serve as the Independent Socio-Economic Monitor (ISEM) for the Gautrain Rapid Rail Link project ("Gautrain") for a period of 5 years.

The ISEM will be jointly appointed by the Gauteng Provincial Government ("Province"), acting through the Gautrain Management Agency (GMA), and the new Concessionaire for the Gautrain System. The ISEM will independently review, monitor and verify the Concessionaire's compliance with its Socio-Economic Development (SED) obligations and issue contractual reports required to support performance management and the application of the SED penalty regime.

2. BACKGROUND

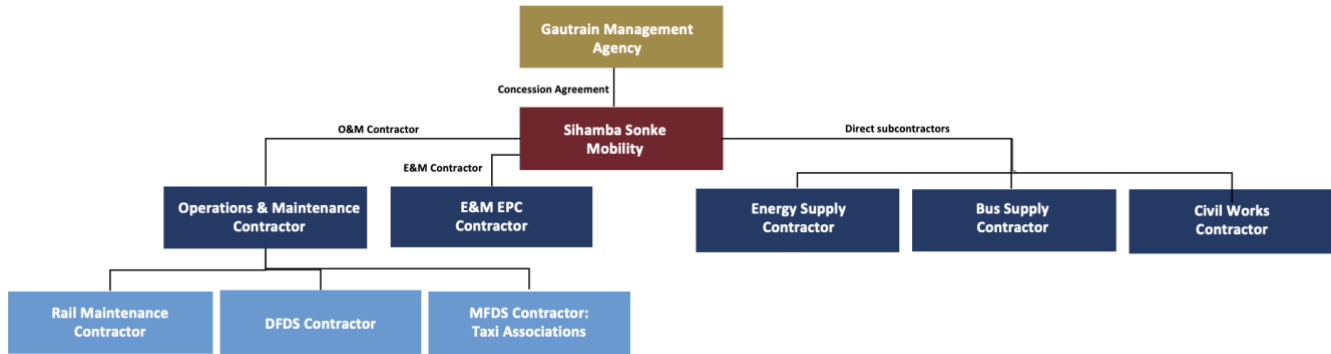
The Gautrain System was established by the Gauteng Provincial Government as a Public-Private Partnership (PPP) and has since completed its first nineteen and a half (19.5) year concession period, which ran from September 2006 to 27 March 2026. Following an extensive procurement process, the Province has signed a new Concession Agreement with Sihamba Sonke Mobility ("SSM") who will take over the operation, maintenance, upgrade, and modernisation of the Gautrain System effective from 28 September 2026.

The new CA provides for the Province and Concessionaire to appoint a person who shall act pursuant to and in accordance with the Independent Socio-Economic Monitor Agreement. The ISEM will be appointed substantially on the same terms as those contained in Schedule 21 of the CA (Form of Appointment of ISEM) which has been agreed between the Province and the Concessionaire. The ISEM form of contract is attached hereto as Annexure A. The ISEM is largely responsible for the verification of the Concessionaire's achievements on SED relative to the obligations in the CA.

The diagram below (Figure 1) shows the contractual structure of the concession:

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Figure 1: Gautrain Concession Contractual Structure and Key Contractual Relationships



3. BRIEF DESCRIPTION OF THE SOCIO-ECONOMIC DEVELOPMENT OBLIGATIONS

The Concessionaire's SED obligations are set out in Schedule 15 of the CA (Annexure B) and are intended to advance localisation, transformation, inclusive procurement, local employment, enterprise development, skills development and social investment for the Gauteng Province and the country at large. The SED Performance Elements are:

3.1 Local Content

- 3.1.1 Local Content for Electrical Multiple Units (EMUs)
- 3.1.2 Local Content for Buses and Midi Buses
- 3.1.3 Rail Permanent Way
- 3.1.4 Local Content for Track Work in relation to Rail Permanent Way
 - 3.1.4.1 Local Content for Earthworks in relation to Rail Permanent Way
 - 3.1.4.2 Local Content for Bridges and Tunnels in relation to Rail Permanent Way
- 3.1.5 Train Authorisation, Control and Telecommunications (TACT)
 - 3.1.5.1 Local Content for Signalling in relation to TACT systems
 - 3.1.5.2 Local Content for Telecommunications in relation to TACT systems
 - 3.1.5.3 Local Content for Radio in relation to TACT systems
- 3.1.6 Local Content for Power Supply and Distribution
- 3.1.7 Local Content for Automatic Fare Collection
- 3.1.8 Local Content for Infrastructure and Buildings

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3.2 Ownership

- 3.2.1 Ownership by Black People
- 3.2.2 Shareholding held by Black Designated Groups
- 3.2.3 Ownership by Black Women

3.3 Procurement and Subcontracting

- 3.3.1 Procurement from or Subcontracting to Broad-Based Black Economic Empowerment (B-BBEE) Compliant Companies
- 3.3.2 Procurement from or Subcontracting to Exempted Micro Enterprises (EMEs) and Qualifying Small Enterprises (QSEs)
- 3.3.3 Procurement from or Subcontracting to Black Owned Companies
- 3.3.4 Procurement from or Subcontracting to Black Designated Group Owned Companies
- 3.3.5 Procurement from or Subcontracting to Black Women Owned Companies
- 3.3.6 Procurement from or Subcontracting to Township Suppliers

3.4 Local Employment Equity

- 3.4.1 Local Employment
- 3.4.2 Black People Employed
- 3.4.3 Black Women Employed
- 3.4.4 Black Youth Employed
- 3.4.5 Black Employees with Disabilities
- 3.4.6 Township Employment

3.5 Management Control

- 3.5.1 Black People in Board Positions
- 3.5.2 Black Women in Board Positions
- 3.5.3 Black People in Executive Director positions
- 3.5.4 Black Women in Executive Director positions
- 3.5.5 Black People in Executive Management positions
- 3.5.6 Black Women in Executive Management positions
- 3.5.7 Black People in Senior Management positions
- 3.5.8 Black Women in Senior Management positions

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- 3.5.9 Black People in Middle Management positions
- 3.5.10 Black Women in Middle Management positions
- 3.5.11 Black People in Junior Management positions
- 3.5.12 Black Women in Junior Management positions

3.6 Enterprise Development

- 3.6.1 Rail Industry Enterprise Development
- 3.6.2 Township Enterprise Incubation Contributions

3.7 Skills Development

- 3.7.1 Rail Industry Skills Development
- 3.7.2 Township Skills Development

3.8 Social Investment

- 3.8.1 Township Social Investment Contributions

3.9 B-BBEE Status Level

- 3.9.1 Schedule 15 (Socio-Economic Development Obligations) further provides for the Concessionaire's quarterly reporting and monitoring, performance measurement and penalties. A copy of Schedule 15 is attached hereto as Annexure B.

4 SCOPE OF WORK

- 4.1 The scope of work is intended to achieve the following objectives:
 - 4.1.1 Provide the Province and the Concessionaire with an impartial and credible assessment of the Concessionaire's SED performance in accordance with the Concession Agreement.
 - 4.1.2 Verify the accuracy, completeness, validity and traceability of the Concessionaire's reported SED achievements and supporting evidence.
 - 4.1.3 Determine performance against the Committed Obligations and Quarterly Obligations for each applicable SED Performance Element.
 - 4.1.4 Produce Quarterly SED Reports that provide a reliable contractual basis for the Parties to apply the SED performance and penalty provisions.

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4.1.5 Identify and report inaccurate or misleading information, weaknesses in supporting evidence and recurring instances of non-compliance identified through the verification process.

4.1.6 Verify the implementation of remedial actions submitted by the Concessionaire and apply the prescribed SED measurement requirements consistently throughout the appointment period.

4.2 SCOPE INTERPRETATION, ROLES AND LIMITATIONS

The following qualifications apply to the interpretation and performance of the scope of work:

4.2.1 A reference to the Concessionaire includes its Contractors, Subcontractors and Vendors, where applicable and to the extent that the Concessionaire relies on their activities, expenditure, records or performance to demonstrate compliance with its SED obligations.

4.2.2 The ISEM performs an independent verification and assurance function. It does not assume responsibility for the Concessionaire's compliance, reporting systems or internal controls; approve remedial action plans; impose penalties; or determine disputes between the Parties.

4.2.3 The ISEM shall verify all reported SED Performance Elements and the supporting records required to substantiate the reported performance

4.3 The ISEM shall familiarise itself with the current methodology and processes (i.e. reviewing, monitoring and reporting) related to the Concessionaire's SED obligations as more fully described in Schedule 15 of the Concession Agreement, (Annexure B) of this RFP. The successful bidder will be required to perform the following services for the duration of the appointment:

4.3.1 MOBILISATION AND INCEPTION

The successful bidder shall undertake the following activities to establish the approach, controls and working arrangements required for the ISEM services:

4.3.1.1 Review the Concession Agreement's Schedule 15 and all documents relevant to SED performance, measurement and reporting. Familiarise itself with the Concessionaire's SED Plan(s), implementation and reporting framework, systems, controls, contractors, subcontractors and vendors.

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4.3.1.2 Prepare and submit an inception report setting out the mobilisation activities to be completed before verification commences, including the onboarding programme, document review, initial information and system-access requirements, proposed engagements with the Parties, allocation of responsibilities, deliverable schedule and initial implementation risks or dependencies.

4.3.1.3 Prepare and submit a verification plan covering the duration of the appointment and setting out the verification methodology for each SED Performance Element, evidence requirements, reconciliation and validation procedures, site and beneficiary verification approach, quarterly verification cycle, query and findings-resolution process, quality-assurance arrangements, and the templates to be used for information requests, findings registers and quarterly reports.

4.3.1.4 Agree practical information submission, clarifications, meeting and escalation protocols with the Province and the Concessionaire without limiting the ISEM's independence or contractual duties.

4.3.1.5 Establish a secure document register and evidence tracking mechanism for all submissions, queries, findings and resolutions.

4.4 REVIEW OF SED MEASUREMENT AND REPORTING SYSTEMS

The ISEM shall review the Concessionaire's SED measurement and reporting systems to confirm that reported performance is based on consistent definitions, reliable controls and adequate supporting evidence:

4.4.1 Confirm that definitions, measurement indicators, calculation rules, cut-off dates, entity boundaries, Vendor tiers and supporting evidence are applied consistently with Schedule 15.

4.4.2 Identify gaps, duplication, unsupported claims, misclassification, fronting risks and weaknesses in evidence retention or system controls.

4.4.3 Identify material risks or weaknesses in the Concessionaire's SED measurement, evidence and reporting arrangements, and report the recommendations for consideration by the Parties, without assuming the responsibility for the design, implementation or operation of the Concessionaire's processes.

4.5 QUARTERLY MONITORING, REVIEW AND VERIFICATION

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For each quarter, as defined by the Concession Agreement, the ISEM shall independently review and verify the Concessionaire's Quarterly Report and supporting information. The work shall include, at a minimum:

4.5.1 Reviewing the reported Actual Total Quantum against the applicable Quarterly Obligations;

4.5.2 Reviewing the Concessionaire's, Contractors' and any relevant Vendors' records and supporting documentation necessary to verify reported performance, including financial, employment, ownership, procurement, skills development and beneficiary records;

4.5.3 Verifying that expenditure was incurred for eligible activities related to the services and projects undertaken for the Gautrain System, by the correct Measured Entity and within the applicable measurement period;

4.5.4 Confirming the identity, status, location and participation of beneficiaries, employees, vendors, contractors and subcontractors where relevant pertaining to the rendering of the services for the Gautrain System;

4.5.5 Performing reconciliations, interviews, site visits and physical inspections when and where required;

4.5.6 Following up exceptions and obtaining written clarifications and additional evidence within controlled timelines;

4.5.7 Recording, for each applicable SED Performance Element, the verified achievement, any exclusions or adjustments, missing evidence and unresolved issues, and stating whether the achievement was verified, verified with stated limitations or could not be verified, with reasons; and

4.5.8 Documenting SED rulings and changes which the Parties may agree from time to time.

The ISEM shall monitor and verify all SED Performance Elements applicable under Schedule 15, including the elements summarised below (Table 1). The summary does not limit the detailed requirements, definitions, measurement indicators or commitments in the Concession Agreement.

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Table 1: SED Monitoring and Verification Coverage

No.	Performance Category	Verification Coverage
i.	Local Content (SED01)	Verify eligible local expenditure for EMUs; buses and midi buses; track work; earthworks; bridges and tunnels; signalling; telecommunications; radio; power supply and distribution; automatic fare collection; and infrastructure and buildings, including applicable component-level commitments.
ii.	Ownership (SED02)	Verify ownership by Black People and Black Women, including exercisable voting rights, economic interest, effective participation and the validity of supporting ownership evidence.
iii.	Procurement and Subcontracting (SED03)	Verify procurement or subcontracting spend with B-BBEE compliant companies, EMEs and QSEs, Black Owned Companies, Black Women Owned Companies and Township Suppliers, including Vendor eligibility, Project linkage, tier limits and fronting risk.
iv.	Local Employment Equity (SED04)	Verify local employment, Black People employed, Black Women employed, Black Youth employed, Black Employees with Disabilities and Township employment, applying the relevant commencement and transitional measurement provisions.
v.	Management Control (SED05)	Verify representation of Black People and Black Women in board, executive director, executive management, senior management, middle management and junior management positions from the applicable monitoring commencement date.

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No.	Performance Category	Verification Coverage
vi.	Enterprise Development (SED06)	Verify Enterprise Development, Rail Industry Enterprise Development and Township Enterprise Incubation Contributions, including beneficiary eligibility, actual contribution, implementation and supporting evidence.
vii.	Skills Development (SED07)	Verify Skills Development, Rail Industry Skills Development and Township Skills Development expenditure and outcomes, including the applicable limits on administration costs and informal or workplace learning expenditure.
viii.	Social Investment (SED08)	Verify Social Investment and Township Social Investment Contributions, including beneficiary eligibility, actual expenditure, implementation and supporting evidence.
ix.	B-BBEE Status (SED09)	Verify the Concessionaire's applicable B-BBEE Status Level using a valid verification certificate or sworn affidavit, as permitted by the Concession Agreement.

4.6 ACTION PLANS AND REMEDIATION MONITORING

The ISEM shall assess and monitor the remedial measures implemented in response to Poor Performance or Persistent Poor Performance¹ :

¹ Refer to Schedule 15 (Socio-Economic Development Obligations) for the applicable requirements relating to Poor Performance, Persistent Poor Performance, SED Action Plans and associated remedial measures.

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4.6.1 Consider each SED Quarterly Action Plan and annual SED Action Plan submitted following Poor Performance or Persistent Poor Performance:

4.6.2 Monitor implementation of committed corrective actions and report progress, slippage and residual risk.

4.6.3 Verify that remediation has been achieved, while recognising that remediation does not reverse penalties already accrued unless the Concession Agreement expressly provides otherwise.

4.7 MEETINGS, SITE WORK AND STAKEHOLDER ENGAGEMENT

In undertaking meetings, site work and stakeholder engagement, the ISEM shall:

4.7.1 Attend quarterly verification meetings and any governance, clarification or performance meetings reasonably required by the Parties.

4.7.2 Present findings jointly to the Province and the Concessionaire and maintain a formal record of matters raised, responses received and conclusions reached.

4.7.3 Conducting site visits and interviews with relevant employees, Vendors, contractors and beneficiaries where needed to verify reported achievements

4.7.4 Undertake the meetings and verification activities required to obtain evidence, clarify findings and communicate the ISEM's conclusions.

4.8 RECORDS, CONFIDENTIALITY AND DATA PROTECTION

The ISEM shall manage all information, evidence and working papers in a secure, auditable and legally compliant manner:

4.8.1 Maintain secure, indexed and auditable working papers and an evidence register for the full appointment period.

4.8.2 Comply with the Protection of Personal Information Act, 2013 (POPIA) and all applicable confidentiality, cybersecurity and records-management requirements.

4.8.3 Restrict access to information to authorised personnel and use information solely for the performance of the ISEM services.

4.8.4 Return or transfer records at the end of the appointment in the format required by the Appointers, subject to legal and professional retention requirements.

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5 DELIVERY AND REPORTING REQUIREMENTS

Table 2 outlines the delivery and reporting requirements.

Table 2: ISEM Deliverables and Reporting Requirements

No.	Deliverable	Minimum Content	Timing
i.	Inception Report	Mobilisation programme; document review; onboarding activities; information and system-access requirements; roles; engagement protocols; deliverable schedule; and initial risks or dependencies.	Within the period prescribed in the ISEM Agreement and before the first verification cycle commences.
ii.	Verification Plan	Verification methodology; evidence requirements; reconciliation and validation procedures; site and beneficiary checks; quarterly cycle; findings process; quality assurance; and report templates.	Before the first verification cycle; reviewed annually or when a material contractual or system change requires revision.
iii.	Systems and Controls Readiness Review	Assessment of SED data, reporting systems, controls, evidence retention, gaps and corrective recommendations.	Before completion of the first verification cycle; updated when material systems change.
iv.	Quarterly Verification Plan	Quarter-specific scope, key risks, samples, site visits, information required and programme.	Within the period prescribed by the Concession Agreement, ISEM Agreement or approved reporting calendar.

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No.	Deliverable	Minimum Content	Timing
v.	Quarterly SED Report	Verified performance for each applicable element; evidence assessment; exceptions; inaccuracies; applicable penalty calculations; Persistent Poor Performance; applicable SED Termination Points; action-plan status; conclusions and annexures.	Within the period prescribed by the Concession Agreement, ISEM Agreement or approved reporting calendar.
vi.	Quarterly Findings and Action Register	Queries, evidence gaps, findings, owners, due dates, responses, status and closure basis.	Issued with the Quarterly SED Report and updated until closure.
vii.	Close-out and Handover Report	Final status; unresolved matters; cumulative registers; lessons learned; complete handover of records, templates, models and working papers.	Within 30 Business Days after expiry or termination of the appointment.

5.1 All reports shall be submitted to both Appointers simultaneously, unless the CA or a lawful confidentiality restriction requires otherwise. Deliverables shall be supplied in searchable PDF and fully editable electronic formats. Calculation models and registers shall be supplied in fully accessible and editable format, together with formulas, assumptions and supporting notes

6 SUBMISSION CRITERIA

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

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6.1 REQUIRED TEAM

6.1.1 Bidders shall propose a multidisciplinary team with sufficient capacity to enable compliance with the requirements of the contract. The team must be based in South Africa and should, at a minimum, possess the capabilities stated in table 3 below. One person may cover more than one capability where the bidder demonstrates adequate qualifications, experience and capacity.

Table 3: Required ISEM Team Roles and Minimum Requirements

No.	Role / capability	Minimum requirement
i.	ISEM Lead / Project Director	Postgraduate qualification (NQF 8) in Economics, Finance, Social Sciences, Development Studies, Public Policy, Engineering and at least 10 years' experience in leadership of independent assurance, monitoring or audit assignments in complex infrastructure or Public-Private Partnership (PPP) or concession environments.
ii.	SED and B-BBEE Specialist	Undergraduate qualification (NQF 7) in Economics, Finance, Development Studies and at least 5 years' experience in the past 10 years in B-BBEE, transformation, ownership, management control, employment equity, procurement, enterprise and supplier development, skills development and social investment advisory.
iii.	Financial / Expenditure Verification Specialist	Undergraduate qualification (NQF 7) in accounting, auditing, finance or quantity surveying; at least 5 years' experience in the past 10 years in tracing expenditure from contracts and source records through invoicing, payment and financial systems.

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No.	Role / capability	Minimum requirement
iv.	Localisation and Supply Chain Specialist	Undergraduate qualification (NQF 7) in Engineering or Supply chain management or Economics and at least 5 years' experience in the past 10 years in in a local content, component-level verification, manufacturing or rail/transport supply chains, procurement and subcontracting.
v.	Data Analyst	Undergraduate qualification (NQF 7) is Statistics, Economics, Data science, mathematics, computer science or Information systems and at least 5 years' experience in the past 10 years in in data validation, reconciliations, sampling, exception testing, dashboards, registers and reproducible calculation models.
vi.	Legal / Contract Specialist	BCom Law, bachelor of business science law or LLB and at least 5 years' experience in the past 10 years interpreting Public-Private Partnership (PPP), concession, performance, penalty and dispute provisions. May be provided as an on-call specialist.

NOTE: A South African Qualifications Authority (SAQA) accreditation must be submitted for international qualifications.

6.2 BIDDER'S EXPERTISE

6.2.1 The bidder shall demonstrate organisational experience in independent monitoring, assurance, verification, audit, regulatory compliance advisory or performance monitoring services through:

6.2.1.1 successful completion of at least five (5) relevant assignments within the last ten (10) years, for major infrastructure or transport or Public-Private Partnership (PPP) or concession client which clearly demonstrate the following:

6.2.1.1.1 experience verifying performance against contractual targets, source financial records and non-financial evidence and /or

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6.2.1.1.2 experience producing reports used for contractual performance management, payment, penalties, audit or regulatory decisions;

6.2.2 Bidders must submit reference letters for each of the five (5) assignments . Reference letter must:

6.2.2.1 Be Issued on the client company letter head,

6.2.2.2 Be signed by an authorised representative of the client organisation,

6.2.2.3 Clear contact details (name, designation, telephone number and email address) of the client representative,

6.2.2.4 Identify the assignment and the period during which the assignment was performed,

6.2.2.5 Describe the detail the scope of work undertaken by the bidder, and

6.2.2.6 Confirm that the assignment was completed successfully or that the relevant deliverables were performed successfully.

6.2.3 The qualifying assignments, considered collectively, must demonstrate both capabilities specified in clause 6.2.1.1.1 and 6.2.1.1.2. Each individual assignment is not required to demonstrate both capabilities, provided that both are demonstrated across assignments submitted.

6.2.4 Only assignments that meet the requirements under section 6.2.1 and are supported by compliant evidence will be considered for evaluation.

6.3 METHOD STATEMENT AND WORK PROGRAMME

6.3.1 Bidders must submit a method statement and work programme demonstrating how the services will be mobilised, performed, quality-assured and completed within each contractual reporting cycle. The technical proposal shall include:

6.3.1.1 Understanding of the SED requirements and proposed verification methodology, including:

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- 6.3.1.1.1 an understanding of the Schedule 15 SED regime and the role of the ISEM;
 - 6.3.1.1.2 the proposed verification methodology, including evidence requirements, treatment of exceptions and data reconciliation;
 - 6.3.1.1.3 the proposed risk-based approach to site visits, beneficiary checks, Vendor verification and other direct verification activities;
 - 6.3.1.1.4 the approach to quality assurance, independence and conflict management, business continuity, information security and POPIA compliance; and
 - 6.3.1.1.5 the approach to knowledge transfer and orderly handover at the end of the appointment.
- 6.3.2 Work plan, mobilisation and resourcing approach for delivery of the ISEM services, including:
- 6.3.2.1 a mobilisation and five-year work programme aligned to the applicable Contract Quarters and Contract Years;
 - 6.3.2.2 a quarterly workflow from receipt of the Concessionaire's SED Report through to issuance of the ISEM-verified SED Report;
 - 6.3.2.3 the proposed team structure and organogram, including roles and responsibilities; and resource plan and estimated level of effort by role over the appointment period.

7. EVALUATION CRITERIA

7.1 Stage 1 Evaluation of Bids: Administrative Mandatory Requirements

- 7.1.1 Bidders must submit fully completed and signed Standard Bidding Documents ("SBDs") with their bids. If a bidder fails to provide the completed and signed SBDs on a specified given time, it will result in disqualification of the bid.
- 7.1.2 Bidders must provide latest CSD Report, valid tax certificate or SARS tax pin, and must complete and sign the Supplier Code of Conduct which is Part D of this RFP document. If a bidder fails to provide the latest CSD Report, valid tax certificate or

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SARS tax pin, and completed and signed Supplier Code of Conduct on a specified given time, it will result in disqualification of the bid.

7.2 Stage 2 Evaluation of Bids: Functionality/Technical Evaluation

7.2.1 Bidders will be evaluated on the contents of their bid submission that must demonstrate full understanding and alignment to the requirements of this RFP.

The functionality (technical proposal) will be evaluated and scored out of one hundred (100) points, with a minimum threshold of seventy (70) points. Bidders who fail to achieve the minimum score per sub-criteria will be disqualified and not eligible for further evaluation.

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

7.2.3 Submitted information will be evaluated against the criteria and weights for functionality as indicated in Table 6 below on a scale where zero percent (0%) is “does not meet the criterion; one (1) is “ very poor” and will receive the lowest number of points in that criterion; and 100 percent (100%) is “excellent” and will receive the highest number of points in that criterion. Inadequate or no information provided will attain a score of zero.

7.2.4 The maximum attainable points are 100.

7.2.5 Bids that do not meet or better the minimum threshold score of 70 points will not be evaluated further

7.2.6 For the method statement and work programme criteria, the assessment scale used will be as per table 5 below.

Table 4: Functionality Evaluation Criteria

TECHNICAL /FUNCTIONAL EVALUATION

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Evaluation Criteria	Weight	Minimum Points Required
4.1 Key personnel experience Experience of the multidisciplinary team proposed as per section 6.1 4.1.1 ISEM Lead / Project Director (a) Minimum 10 years – 5 points (b) More than 10 – 15 years – 7 points (c) More than 15 years - 10 points 4.1.2 SED and B-BBEE Specialist (a) Minimum 5 years – 3 points (b) More than 5 – 8 years – 4 points (c) More than 8 years - 5 points 4.1.3 Financial / Expenditure Verification Specialist a. Minimum 5 years – 3 points b. More than 5 – 8 years – 4 points c. More than 8 years - 5 points 4.1.4 Localisation and Supply Chain Specialist (a) Minimum 5 years – 3 points (b) More than 5 – 8 years – 4 points (c) More than 8 years - 5 points 4.1.5 Data Analyst (a) Minimum 5 years – 3 points (b) More than 5 – 8 years – 4 points (c) More than 8 years - 5 points	35	20

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4.1.6 Legal/contract specialist (a) Minimum 5 years – 3 points (b) More than 5 – 8 years – 4 points (c) More than 8 years - 5 points The bidder must obtain the minimum score of each sub-criteria for the above key personnel		
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4.2 Key personnel qualifications Qualifications of the multidisciplinary team proposed as per section 6.1 4.2.1 ISEM Lead / Project Director (a) postgraduate qualification (NQF 8) in Economics, Finance , social sciences, development studies, public policy or Engineering – 3 points (b) Masters (NQF 9) in Economics, Finance , social sciences, development studies, public policy or Engineering - 4 points (c) Doctorate (NQF 10) in Economics, Finance, social sciences, development studies, public policy or Engineering - 5 points 4.2.2 SED and B-BBEE Specialist (a) Undergraduate qualification (NQF 7) in Economics, Finance or development studies – 3 points (b) Postgraduate qualification (NQF 8) in Economics, Finance or development studies – 4 points 4.2.3 Financial /Expenditure verification Specialist (a) Undergraduate qualification (NQF 7) in accounting, auditing, finance or quantity surveying – 3 points (b) Postgraduate qualification (NQF 8) in accounting, auditing, finance or quantity surveying – 4 points 4.2.4 Localisation and supply chain Specialist (a) Undergraduate qualification (NQF 7) in Engineering or Supply chain management or Economics – 3 points	25	18
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(b) Postgraduate qualification (NQF 8) in Engineering or Supply chain management or Economics – 4 points 4.2.5 Data Analyst (a) Undergraduate qualification (NQF 7) in Statistics, Economics, Data science, mathematics, computer science or Information systems – 3 points (b) Postgraduate qualification (NQF 8) in Statistics, Economics, Data science, mathematics, computer science or Information systems – 4 points 4.2.6 Legal/contract specialist (a) Undergraduate qualification (NQF 7) in BCom Law or Bachelor of Business Science Law – 3 points (b) LLB or postgraduate legal qualification (NQF 8) – 4 points The bidder must obtain the minimum score of each sub-criteria for the above key personnel		
4.3 Bidders Experience	15	12

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The Bidder must demonstrate capability and experience as per section 6.2 (a) Less than five (5) qualifying reference letters within the last ten (10) years – 0 points (b) five (5) reference letters within the last ten (10) years – 12 points (c) six (6) or more reference letters within the last ten (10) years – 15 points		
4.4 Method Statement and Work programme Bidders shall submit a method statement and work programme demonstrating how the services will be mobilised, performed, quality-assured and completed within each contractual reporting cycle. The technical proposal shall include: (a) Understanding of the SED requirements and proposed verification methodology (as per section 6.3) – 15 points (b) Work plan, mobilisation and resourcing approach for delivery of the ISEM services (as per section 6.3) – 10 points Note: Table 5 below provides guidance on the assessment scale.	25	20
TOTAL SCORE	100	-
MINIMUM POINTS REQUIRED	-	70

Failure to obtain the minimum score for each criteria above will lead to a disqualification

Table 5: Method Statement and Work Programme Assessment Scale

The table below applies to Criterion 4.4: Method Statement and Work Programme. The scoring principles outlined below shall be applied independently to sub-criteria (a) and (b).

Sub-criterion (a): The 15 points allocated to this sub-criterion shall be awarded based on the quality assessment of the bidder's submission, expressed as a percentage of the maximum

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points available. A bidder who demonstrates a comprehensive and well-considered approach to the requirement, rated as Excellent, shall obtain 100% of the allocated 15 points. A bidder who demonstrates a sound and generally appropriate approach to the requirement, rated as Good, shall obtain 80% of the allocated 15 points, equivalent to 12 points. A bidder who demonstrates a limited, unclear or insufficiently developed approach to the requirement shall receive 0% of the allocated 15 points, equivalent to 0 points.

Sub-criterion (b): The 10 points allocated to this sub-criterion shall be awarded based on the quality assessment of the bidder's submission, expressed as a percentage of the maximum points available. A bidder who demonstrates a comprehensive and well-considered approach to the requirement, rated as Excellent, shall obtain 100% of the allocated 10 points. A bidder who demonstrates a sound and generally appropriate approach to the requirement, rated as Good, shall obtain 80% of the allocated 10 points, equivalent to 8 points. A bidder who demonstrates a limited, unclear or insufficiently developed approach to the requirement shall receive 0% of the allocated 10 points, equivalent to 0 points.

Quality assessment	Points	Definition
Excellent -	100% of allocated points	The response demonstrates a comprehensive and well-considered approach to the requirement. It addresses all material aspects of the requirement in sufficient detail, is clearly tailored to the ISEM scope and demonstrates a practical and coherent approach to delivery. Any shortcomings are minor and do not materially affect the adequacy of the response.
Good	80% of allocated points	The response demonstrates a sound and generally appropriate approach to the requirement. It addresses the key aspects of the requirement and provides sufficient detail to demonstrate how the requirement will be met, but may contain some gaps or areas where the approach could be more clearly developed. These do not materially undermine the overall approach.

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Quality assessment	Points	Definition
Poor	0% of allocated points	The response demonstrates a limited, unclear or insufficiently developed approach to the requirement. Material aspects of the requirement are omitted, inadequately addressed or lack sufficient detail to demonstrate how the requirement will be met.

7.2.7 Functionality Evaluation scale

Table 6 Functionality Evaluation Scale For Criterion 4.1 to 4.4

The table below applies to the overall functionality score obtained by the bidder. The ratings are intended to provide feedback on the bidder's overall performance based on the quality of the submission. A bidder who achieves the minimum functionality threshold of 70% shall be rated as Good. Scores above the 70% threshold shall be rated as *Very Good* or *Excellent*, depending on the overall score achieved. Scores below the 70% threshold shall be rated as *No Response*, *Very Poor* or *Poor*, depending on the actual score obtained.

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

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

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

8.1 Bids that have met the minimum threshold of seventy points (70) and the minimum score per sub-criteria on functionality evaluation shall be evaluated further on Price and Preference Point System.

8.2 The preference point system to be applied in this Tender is 90/10. Where 90 points are for price, and 10 points are for Specific Goals.

9 Stage 4: Award Criteria

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

9.2 PPPFA s 2(1)(f), reads: "the contract must be awarded to the tenderer who scores the highest points, unless objective criteria in addition to those contemplated in paragraphs (d) and (e) justify the award to another tenderer".

9.3 GMA Supply Chain Management Policy (2022) reads: "If there is an intention to apply objective criteria in terms of section 2(1)(f) of the PPPFA, the tender documents should have stated the objective criteria that would be applied".

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

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

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10 DURATION OF SERVICES

The anticipated appointment period is five (5) years from the commencement date stated in the ISEM Agreement. The services will be performed at the ISEM's offices and, as required, at the offices and sites of the Province/GMA, the Concessionaire, Contractors, Subcontractors, Vendors and beneficiaries within Gauteng or elsewhere in South Africa.

11 GOVERNANCE AND CONTRACT ADMINISTRATION

The appointment shall be administered jointly by the GMA and the Concessionaire in a manner that preserves the ISEM's independence and establishes clear instruction, payment and performance-management arrangements:

- 11.1 The GMA and the Concessionaire will jointly oversee the appointment through the governance arrangements established for the ISEM.
- 11.2 Contract administration instructions shall be issued through the authorised representatives identified in the ISEM Agreement.
- 11.3 Neither Appointer may direct the ISEM to alter an independent finding except through the agreed factual clarification, report finalisation or dispute process.
- 11.4 The ISEM shall submit invoices and supporting progress information in accordance with the agreed payment mechanism and cost-sharing arrangements.
- 11.5 Performance of the ISEM will be assessed against timeliness, quality, accuracy, independence, responsiveness and compliance with the ISEM Agreement.

12 PRICING STRUCTURE

- 12.1 The fees reflected for Year 1 are stated in real terms and shall escalate annually from each anniversary of the Commencement Date by the annual CPI published by Statistics South Africa (based on the most recent available 12-month CPI at the adjustment date). The adjusted fees shall apply from the relevant anniversary date and remain in effect until the next annual adjustment.

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12.2 For purposes of this Pricing Structure, "Commencement Date" means the date on which the ISEM Agreement becomes effective and the ISEM commences the Services. Bidders are to price on the excel version provided and input final figures in Figure 2 provided below.

12.3 Where applicable, all claims for travel and other legitimate disbursement expenditure must be pre-approved by the GMA before they are incurred. All receipts are to be safely kept by the Service Provider.

12.3.1 Disbursement's will be structured as follows:

12.3.1.1 Airfare, where applicable, to be calculated at economy class rates.

12.3.1.2 Car rental (class B).

12.3.1.3 Private car usage will be reimbursed according to AA- travelling rate.

12.3.1.4 Accommodation, where applicable, will be based on a 3 star hotel or Guest house with Bed & Breakfast.

12.3.1.5 For the purposes of bid evaluation, all bids must be submitted with a provisional sum of 5% of their total for all disbursements

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Figure 2: ISEM Pricing Matrix

ISEM PRICING SCHEDULE																		
Independent Socio-Economic Monitor services – five-year appointment																		
A. PERSONNEL PRICING																		
Item	Role / capability	Proposed personnel	Employer / source company	Year 1			Year 2			Year 3			Year 4			Year 5		
				Hours	Hourly rate (R, excl. VAT)	Total	Hours	Hourly rate (R, excl. VAT)	Total	Hours	Hourly rate (R, excl. VAT)	Total	Hours	Hourly rate (R, excl. VAT)	Total	Hours	Hourly rate (R, excl. VAT)	Total
Annual CPI-Based Escalation Rate (12-Month Average)							5%			5%			5%			5%		
1	ISEM Lead / Project Director																	
2	SED and B-BBEE Specialist																	
3	Financial / Expenditure Verification Specialist																	
4	Localisation and Supply Chain Specialist																	
5	Data Analyst																	
6	Legal / Contract Specialist (on-call, if required)																	
7	Additional specialist / support resource (specify)																	
8	Disbursements																	
SUBTOTAL: PERSONNEL				-			-			-			-			-		
B. TENDERED PRICE SUMMARY																		
																Total tendered price excluding VAT		
																VAT at 15%		
																TOTAL TENDERED PRICE INCLUDING VAT		
Escalation note:		For bidding and evaluation purposes, bidders shall apply an assumed annual escalation rate of 5% to the rates for each subsequent year. The 5% rate is an evaluation assumption only. At the end of each contract year, the rates for the following year shall be adjusted according to the actual Consumer Price Index published by Statistics South Africa for the relevant period, using the escalation formula specified in the contract.																



GAUTENG
PROVINCIAL GOVERNMENT
REPUBLIC OF SOUTH AFRICA

Board Members: Prof. Mfanelo Ntsobi (Chairperson), Ms. Malebo Matolong (Deputy Chairperson), Mr. Tshepo Kgobe (CEO)
Ms. Tebogo Seale, Ms. Lungile Mliya, Ms. Mamela Luthuli, Mr. Khalid Golding, Adv. Kgotso Maja
Mr. Bafana Sibisi, Mr. Bongisizwe Mpondo.
44 Grand Central Boulevard, Grand Central Ext. 1. Midrand | P.O. Box 1266, kelvin, 2054, Johannesburg, RSA
Telephone: +27(11) 086 3500 | Email: info@gautrain.co.za | www.gma.gautrain.co.za

REQUEST FOR PROPOSAL – REQUEST FOR A SERVICE PROVIDER TO CONDUCT INDEPENDENT SOCIO-ECONOMIC MONITOR SERVICES FOR THE GAUTRAIN SYSTEM.

13. Confidentiality

13.1 The appointed Service Provider acknowledges and agrees that by doing the work required by this RFP, it will:

13.1.1 Get access to confidential information, which includes, but is not limited to, information, documents, data, and materials of any kind given in writing.

13.1.2 Keep the strictest confidentiality for all information that could reasonably be seen as confidential, including, but not limited to, info about the GMA's current and future research, analysis, studies, development of any system, business or financial activity, products, services, market opportunities, current and potential customers and clients, marketing or promotion of any products, product pricing, contracts, technical know-how, strategic goals and planning, data, plans, designs, drawings, software or hardware, methods, trade secrets, trademarks, techniques, functional and technical requirements and specifications, financial statements, budgets, costs and financial projections, accounting procedures, or financial information, including know-how and trade secrets to do with the GMA's operations.

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

Definitions

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

14.1 **"Data Subject"** means any persons to whom personal information relates;

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

REQUEST FOR PROPOSAL – REQUEST FOR A SERVICE PROVIDER TO CONDUCT INDEPENDENT SOCIO-ECONOMIC MONITOR SERVICES FOR THE GAUTRAIN SYSTEM.

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

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

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

Bidders' Consent

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

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

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

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

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

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

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

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

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RFP - PART C:

BIDDERS DECLARATION

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

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

REQUEST FOR PROPOSAL – REQUEST FOR A SERVICE PROVIDER TO CONDUCT INDEPENDENT SOCIO-ECONOMIC MONITOR SERVICES FOR THE GAUTRAIN SYSTEM.

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

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

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

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

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

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

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

Contact National Treasury for further clarity on the process:

Email: csd@treasury.gov.za

Telephone: 012 315 5509

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

- CSD Supplier Number
- CSD Unique RRN

REQUEST FOR PROPOSAL – REQUEST FOR A SERVICE PROVIDER TO CONDUCT INDEPENDENT SOCIO-ECONOMIC MONITOR SERVICES FOR THE GAUTRAIN SYSTEM.

SBD 1 (A)

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE GAUTRAIN MANAGEMENT AGENCY					
BID NUMBER:	GMA/004/26	CLOSING DATE:	30 OCTOBER 2026	CLOSING TIME:	12H00
DESCRIPTION	THE APPOINTMENT OF A SERVICE PROVIDER TO CONDUCT INDEPENDENT SOCIO-ECONOMIC MONITOR SERVICES FOR THE GAUTRAIN SYSTEM				
BID RESPONSE DOCUMENTS MAY BE SUBMITTED THROUGH A WEB-BASED AUTOMATED TENDER SYSTEM (TendaSwi					
Link address: https://eprocurement.gautrain.co.za/					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	LESEGO PITSE		CONTACT PERSON	LESEGO PITSE	
TELEPHONE NUMBER	011 086 3500		TELEPHONE NUMBER	011 086 3500	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	tenderenquiries@Gautrain.co.za		E-MAIL ADDRESS	tenderenquiries@Gautrain.co.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	[TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] ☐ Yes ☐ No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOOD /SERVICES /WORK OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICE /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			☐ YES ☐ NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			☐ YES ☐ NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			☐ YES ☐ NO		



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DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?

☐ YES ☐ NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?

☐ YES ☐ NO

IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2 BELOW.

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SBD 1 (B)

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT.**

2. TAX COMPLIANCE REQUIREMENTS

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

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

SIGNATURE OF BIDDER:

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

DATE:

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SBD 3.1

PRICING SCHEDULE

Name of Bidder:

Ref Number: GMA/004/26

Closing Time: 12H00 PM

Closing Date: 30 October 2026

OFFER TO BE VALID FOR 180 DAYS FROM THE CLOSING DATE OF BID.

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SBD 3.2

PRICING DECLARATION

Dear Sir/Madam

After having carefully read through and examined this RFP Reference Number GMA/004/26 in its entirety together with all the provisions contained in each section of the RFP document,

We hereby offer to conduct Independent Socio-Economic monitor services for the Gautrain System as per requirements stated in the Terms of Reference (TOR) section of the REQUEST FOR PROPOSAL document:

IN AMOUNT: R _____ (including VAT)

IN WORDS: R _____ (including VAT)

We confirm that this price covers all costs associated with the Independent Socio-Economic monitor services for the Gautrain System as per the requirements in the TOR.

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

We undertake to hold this offer open for acceptance for a period of 180 (one hundred and eighty) days from the date of submission of offers. We further undertake that upon final acceptance of our offer; we will commence with the provision of service when required to do so by the Client.

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

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

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

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. BIDDER'S DECLARATION

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

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

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

Full Name	Identity Number	Name of State institution

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

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

- 2.2.1 If so, furnish particulars:

.....
.....

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

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

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

- 2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

- 3.1 I have read, and I understand the contents of this disclosure,
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect,
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement, or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements, or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements, or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National

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

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Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of bidder representative



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

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF BID AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022.

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2 The value of this bid is estimated to exceed R50 000 000 (all applicable taxes included) and therefore the 90/10 preference point system shall be applicable; or
- 1.3 Points for this bid shall be awarded for:
- (a) Price; and
 - (b) Specific Goals (B-BBEE Status Level of Contributor).
- 1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	90
SPECIFIC GOALS (B-BBEE STATUS LEVEL OF CONTRIBUTOR)	10
Total points for Price and B-BBEE must not exceed	100

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

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2. DEFINITIONS

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

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

90/10

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration



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Pmin = Price of lowest acceptable bid

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

- 4.1 Specific goal points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	10
2	9
3	6
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

5. BID DECLARATION

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

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

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

7. SUB-CONTRACTING

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

(Tick applicable box)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

- 7.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted.....%



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- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

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

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2022:

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

- 8.1 Name of company/firm:.....
- 8.2 VAT registration number:.....
- 8.3 Company registration number:.....
- 8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES



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

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

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(e) forward the matter for criminal prosecution.

.....	
SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:	
DATE:	
ADDRESS:	
	



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SHE

SAFETY, HEALTH AND ENVIRONMENT

REQUEST FOR INFORMATION

1. SAFETY, HEALTH AND ENVIRONMENT

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

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2. TECHNICAL AND QUALITY ASSURANCE STANDARDS

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

NAME OF BIDDER	
POSITION	
AUTHORISED SIGNATORY	
DATE	

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RFP - PART D

SUPPLIER CODE OF CONDUCT

ABBREVIATIONS, TERMINOLOGIES AND DEFINITIONS

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

TERMINOLOGIES	DEFINITIONS
Brand Identity	Means the outward expression of a brand (which is the Gautrain brand) which includes its name, trademark, communication and visual appearance.
Conflict of Interest	Means a situation where a GMA official or Service Provider or Bidder is in a position of authority which requires him/her to exercise judgment or make decisions, or to participate in a body such as a committee which makes decisions, on behalf of GMA and also has (personal, financial or other) interests or obligations.

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	that might interfere with or influence the exercise of his/her judgement.
Five Pillars of Procurement	Means the holding foundation of a procurement system which at - fair, equitable, transparent, competitive and cost effective as mentioned in the Constitution of the Republic of South Africa, Act 108 of 1996, Section 217.
Purchase Order	Means a legally binding document between a GMA and Supplier, detailing the items/services that GMA agrees to purchase at a certain price point. It also outlines the delivery date and terms of payment.
Suppliers	GMA suppliers and service providers, and their employees, agents, and subcontractors, including prospective suppliers and service providers, as well as their employees, agents, and subcontractors. (Collectively referred to as "Suppliers").
Visual Elements	Means the logo and framework or architecture which specifies how it is used.

PURPOSE OF SUPPLIER CODE OF CONDUCT

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

APPLICABILITY/SCOPE

This code of conduct is applicable to all GMA Suppliers.

PREAMBLE

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

5 INTRODUCTION

The GMA aims to conduct its business in a manner that is fair, equitable, transparent, competitive and cost effective (five pillars) as underpinned by Section 217 of Constitution of the Republic of South Africa,

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and its core values. The five pillars are not only a prescription of standards of behaviour, ethics and accountability but are a statement of GMA's commitment to a procurement system which would enable the emergence of sustainable small, medium and micro business and sustainable environment, consequently adding to the common wealth of GMA and its stakeholders.

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

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

6 ETHICS

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

6.1 Business Integrity

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

6.2 Conflict of Interest

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

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

6.3 Fair Competition

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

6.4 Privacy and Intellectual Property

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

6.5 Reputation Management

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

7 LABOUR AND HUMAN RIGHTS

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

7.1 Diversity and Inclusion

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

7.2 Child Labour Avoidance

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

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7.3 Freedom of Association

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

7.4 Abuse/Harassment/Disciplinary Action

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

7.5 Fair and Equal Treatment

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

7.6 Forced Labour

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

7.7 Working Hours

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

7.8 Compensation and Benefits

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

8 SAFETY, HEALTH, ENVIRONMENT AND QUALITY

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

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these areas by integrating sound safety, health and quality management practices into all aspects of business without limitation:

8.1 Occupational Health and Safety

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

8.2 Product Safety

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

8.3 Resource Conservation and Climate Protection/Waste and Emissions

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

8.4 Quality Requirements

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

9 MANAGEMENT SYSTEMS

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

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

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

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

10 ROLES AND RESPONSIBILITIES

Responsibility	Designation	Level of Responsibility / Accountability
Accounting Officer	Chief Executive Officer (CEO)	• The Chief Executive Officer is responsible for articulating the core values for the GMA.
Responsible Authority	Chief Financial Officer (CFO)	• Responsible for communicating the code to the Suppliers and providing guidance on the management of exceptions to this code. • Responsible for implementing suitable systems to support the implementation of this code of conduct.
Executing Authorities	All GMA employees and Suppliers	• Responsible for upholding and putting into action this code of conduct. • Responsible for ensuring compliance and reporting non-compliance to the code of conduct.
Administrative/Revisions/Amendments Responsibility	Executive Manager: SCM	• Responsible for the annual review of the code and/or amending of the code if necessary.

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Enquiries	Chief Financial Officer (CFO)	Responsible for the overall management and implementation of GMA SCM policies. Proposed Corrections and/or amendments to the document must be forwarded to the Executive Manager: SCM in the Finance Department.
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11 RELATED DOCUMENTS

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

- i. The Constitution of the Republic of South Africa, act 108 of 1996, Section 217;
- ii. Occupational Health and Safety Act, 1993;
- iii. Public Finance Management Act (PFMA) of 1999;
- iv. Preferential Procurement Policy Framework Act (PPPFA) of 2000 and its related Regulations;
- v. Construction Industry Development Board Act of 2000 and its related Regulations;
- vi. Prevention and Combating of Corrupt Activities Act of 2004;
- vii. Gautrain Management Act of 2006;
- viii. Broad-Based Black Economic Empowerment Act (B-BBEE) and Codes of Good Practice of 2013 and its related Regulations;
- ix. GMA Supply Chain Management Policy;
- x. GMA Fraud Prevention and Whistle Blowing Policy;
- xi. GMA Brand Policy; and
- xii. GMA Strategic Plan for 2018/19 to 2022/23.

12. REVIEW OF THE SUPPLIER CODE OF CONDUCT

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



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

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NAME OF BIDDER	
POSITION	
AUTHORISED SIGNATORY	
DATE	

