



transport

Department:
Transport
REPUBLIC OF SOUTH AFRICA

Ref: CSS 5/11/1
Enq: Mr. L. Mashile/Mr. T. Mkhari
Tel Number: (012) 309-3429/3011

Dear Sir / Madam

BID NUMBER: DOT/13/2022/PT

1. The Department of Transport requires the service as described per attached bid invitation and you are requested to complete the bidding documents and to submit it in accordance with the under mentioned stipulations:

- The bid must be submitted in a sealed envelope with the name and address of the bidder with the number and closing date indicated on the envelope. The envelope must not contain documents relating to any bid other than that shown on the cover of the envelope;
- Bids submitted per post must be sent per registered mail. The bid must still reach this office before the closing time. Couriered bid documents must be received before the closing date and time failure to do so may invalidate the bid;
- The attached forms, if completed in detail and returned, will form part of your bid; and
- Prices must be VAT inclusive and all other expenses/disbursements, and be valid for a period of at least **120 days** from closing date.
- **Bidders must submit one (1) original hard copy of the Technical proposal and four copies PDF format USB's of the technical proposal.**
- **Non-Compulsory Briefing Session will be held Virtually.**
- **Time: 10:00**
- Topic: DoT/13/2022/PT Panel of Experts for IPTNs: non-compulsory briefing
Time: Sep 13, 2022 10:00 AM Harare, Pretoria
- Join Zoom Meeting
<https://dot-gov-za.zoom.us/j/97010730581?pwd=U01MY2FyUmFOQXRueFhnS2VXckRMQT09>
- Meeting ID: 970 1073 0581
Passcode: u%6jBWNd
One tap mobile

[+27875517702](tel:+27875517702),97010730581#,,,,*27965298# South Africa
[+27214268190](tel:+27214268190),97010730581#,,,,*27965298# South Africa

- Dial by your location
[+27 87 551 7702](tel:+27875517702) South Africa
[+27 21 426 8190](tel:+27214268190) South Africa
[+27 21 426 8191](tel:+27214268191) South Africa
[+27 87 550 3946](tel:+27875503946) South Africa
Meeting ID: 970 1073 0581
Passcode: 27965298
Find your local number: <https://dot-gov-za.zoom.us/j/97010730581>
- Join by Skype for Business
<https://dot-gov-za.zoom.us/j/97010730581>

- 2 You are advised to acquaint yourself with the contents of the attached general conditions of contract and the checklist.
- 3 It will be expected of the successful bidder to sign a formal contract at this office within seven (7) days after receiving a letter of acceptance.
- 4 Kindly take note that this is a two-envelope system (Technical and Financial) proposals must be marked and put in separate envelopes). Annexure A which will be for Technical proposal and Annexure B for Financial proposal. Bids that do not comply with a two-envelope system will be disqualified.

Kind Regards


for **ACTING DIRECTOR GENERAL: TRANSPORT**
DATE: 06/09/2022

CHECKLIST: DOT/13/2022/PT: APPOINTMENT OF A PANEL OF EXPERTS TO ASSIST THE DEPARTMENT OF TRANSPORT IN SPECIALIST IPTN-RELATED FIELD FOR THE PERIOD OF 36 MONTHS.

NB	SERVICE PROVIDERS MUST INDICATE WITH A TICK	YES	NO
1	Did you take note that bids submitted per mail must be sent per registered mail and reach the Department in time to be deposited in the Tender Box before the closing date and time?		
2	Are you familiar with the contents of the SBD 1 Form? Did your authorised official complete and sign the SBD 1 Form?		
3	Did you submit an original and valid Tax Clearance Certificate? In bids where consortia/joint ventures/sub-contractors are involved, each party must submit a separate Tax Clearance Certificate (paragraph 4 of the SBD 2 Form)		
4	Have you taken note of the General Conditions of Contract and signed the bottom of each page thereof?		
5	Is your bid/proposal complete and responsive in all respects to the specifications/terms of reference?		
6	Please note that late bids will not be considered.		
7	CSD registration report is attached, and all companies forming a JV/Consortium/Subcontract submitted their CSD report?		

Declaration: I, the undersigned (Full Name).....
certify that I have noted the contents of the above-mentioned checklist and have complied with the stipulations contained therein.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	DOT/13/2022/PT	CLOSING DATE:	30 SEPTEMBER 2022	CLOSING TIME:	11:00
DESCRIPTION	APPOINTMENT OF A PANEL OF EXPERTS TO ASSIST THE DEPARTMENT OF TRANSPORT IN SPECIALIST IPTN-RELATED FIELD FOR THE PERIOD OF 36 MONTHS.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
159 FORUM BUILDING, CORNER OF BOSMAN AND STRUBEN STREET IN PRETORIA, DEPARTMENT OF TRANSPORT.					
PRIVATE BAG X 193					
PRETORIA					
0001					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	MR JOHN MASHININI/MR LUCKY MASHILE		CONTACT PERSON	MS AMANDA GIBBERD	
TELEPHONE NUMBER	012 309-3045/3429		TELEPHONE NUMBER	012 309-3813	
FACSIMILE NUMBER	086 450 5392		FACSIMILE NUMBER		
E-MAIL ADDRESS	MashiniJ@dot.gov.za/MashileL@dot.gov.za		E-MAIL ADDRESS	gibberda@dot.gov.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] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED--(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

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 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:

.....

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

I, _____ the _____ undersigned,
 (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.

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

- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....
Signature Date

.....
Position Name of bidder

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

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

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

1. GENERAL CONDITIONS

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

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

1.2

- a) The value of this bid is estimated to **exceed/not exceed** R50 000 000 (all applicable taxes included) and therefore the preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

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

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

	POINTS
PRICE	
B-BBEE STATUS LEVEL OF CONTRIBUTOR	
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.

-

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

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

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

6.1 B-BBEE Status Level of Contributor: = (maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

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

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

7.1.1 If yes, indicate:

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

ii) The name of the sub-contractor.....

iii) The B-BBEE status level of the sub-contractor.....

iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

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

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		

Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT _____ registration
number:.....

8.3 Company _____ registration
number:.....

8.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
 - ☐ One person business/sole propriety
 - ☐ Close corporation
 - ☐ Company
 - ☐ (Pty) Limited
- [TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
 - ☐ Supplier
 - ☐ Professional service provider
 - ☐ Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

8.7 MUNICIPAL INFORMATION

Municipality where business is situated:

.....

Registered Account Number:

Stand Number:.....

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

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

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

WITNESSES

1.

2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

.....



TERMS OF REFERENCE FOR THE APPOINTMENT OF A PANEL OF EXPERTS TO ASSIST THE NATIONAL DEPARTMENT OF TRANSPORT IN SPECIALIST IPTN-RELATED FIELDS FOR 36 MONTHS

DOT/XX/20XX/XX

To be attached by bid office during publishing

CONTACT DETAILS

Administrative Contact	Technical Contact		
Bidding Office	Project Manager	Project Manager	Project Manager
Name: Mr Lucky Mashile	Name: Mr Ibrahim Seedat	Name: Mr Bonile Malila	Name: Ms Amanda Gibberd
Directorate: Supply Chain Management	Directorate: Public Transport Network Development (PTND)		
Tel: 012 309-3429	Tel: 012 309-3656	Tel: 012 309-3983	Tel: 012 309-3813
E-mail: mashilel@dot.gov.za	E-mail: seedati@dot.gov.za	E-mail: malilab@dot.gov.za	E-mail: gibberda@dot.gov.za

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TERMS OF REFERENCE FOR THE APPOINTMENT OF A PANEL OF EXPERTS TO ASSIST THE NATIONAL DEPARTMENT OF TRANSPORT IN SPECIALIST IPTN-RELATED FIELDS FOR 36 MONTHS

1 BACKGROUND

Public Transport Network Development (PTND) in the Public Transport Branch of the Department of Transport (DoT) is responsible for the implementation of Integrated Public Transport Networks (IPTNS). IPTNS are described in the White Paper on National Transport Policy (1996), the National Land Transport Act (NLTA) No. 05 (2009); the Public Transport Strategy (PTS) and Action Plan (2007). Together, these documents outline quality public transport systems and services that will enable all South Africans and municipal residents to access employment, education, and other essential activities and services.

Twelve urban municipalities known as IPTNS are identified in the Public Transport Strategy. They have all received money from DoT for the transformation of public transport in the form of a conditional grant, the Public Transport Network Grant (PTNG). Another IPTN was added in 2014, bringing the total PTNG recipients to 13. The PTNG can be seen as “mechanism” for municipalities to use to strategically invest in the appropriate planning and delivery of quality public transport systems and services.

The PTNG enables IPTN municipalities to begin to implement a changed and transformed quality public transport system, requiring a different approach to key public transport-related workstreams. IPTNS must develop systems (networks, infrastructure, operations, vehicles, passenger information, wayfinding and signage) and services (customer care, fares, marketing and communication) which provide priority for public transport (Buses, taxis and seamless transfers with rail) and non-motorised transport. The PTNG also enables the progressive implementation of these new public transport systems as universally accessible transport systems. The DoT developed the National Implementation Strategy to Guide the Provision of Accessible Public Transport (DoT, 2009) in South Africa (the Accessible Public Transport Strategy) for this purpose and is implementing this strategy through IPTN projects. The PTNG includes identifiable outputs and conditions on universal design and universal access.

The Strategic Plan and APP 2020-2025 (DoT, 2020) of The DoT carries specific obligations for the workstreams included in these terms of reference.

1.1 The overall purpose of the project

Between the beginning of the IPTN project implementation in 2010 to the present, it has become clear that new workstreams identified by DoT are ones in which municipalities tend to have little or no internal capacity.

The purpose of this project is to appoint a panel of experts in these workstreams (eleven (11) in total) to assist in developing municipal technical skills to support IPTN development and/or where DoT guidance may be required; to provide this in an agreed format; which can include guidelines, standards, technical requirements and regulations.

1.2 Objectives (scope of work)

The eleven workstreams in which support is required by municipalities are as follows:

- 1.2.1 IPTN Network planning
- 1.2.2 Taxi and bus industry transition
- 1.2.3 Intelligent transport systems (ITS)
- 1.2.4 Universal design and universal access
- 1.2.5 Non-motorised transport as part of IPTNs (NMT)
- 1.2.6 Public transport infrastructure value engineering
- 1.2.7 Integration of public transport services across IPTNS
- 1.2.8 Financing and funding of public transport in IPTNS
- 1.2.9 Operations (optimisation of operations) across IPTNS
- 1.2.10 Passenger surveys, travel survey analysis and database management
- 1.2.11 Capacity development on IPTNs across the three spheres of government

Based on the eleven workstreams listed above, the DoT has identified the appropriate qualifications, skills and expertise that will be required from a panel of experts from each workstream. The objectives for the scope of work for each of the eleven workstreams are provided below:

1.2.1 IPTN Network planning

The National Land Transport Act (2009) requires all metropolitan municipalities to prepare a Comprehensive Integrated Transport Plan (CITP) and secondary municipalities an Integrated Transport Plan (ITP). An Integrated Public Transport Network (IPTN), which forms part of the CITP/ITP, is defined in the NLTA.

An IPTN is a system in a particular area that integrates public transport services between modes, including NMT, with through-ticketing and other appropriate mechanisms to provide users of the system with the optimal solutions to be able to travel from their origins to destinations in a seamless manner.

South African cities are notoriously subject to urban sprawl, car-based planning, as well as social and economic exclusion. An integrated network plan consists of a road-based and sometimes a rail-based system, with feeder and distributor networks serving local communities, and properly integrated NMT. The DoT will seek assistance to review the suite of plans developed by municipalities or assist municipalities in developing required plans where needed in the following required areas of municipal responsibility:

- IPTN Operational Plan which details operational parameters of the network. This includes a Universal Design Access Plan (UDAP) as an integrated but stand-alone element to ensure that the system is universally accessible;
- IPTN Implementation Plan which will provide a roll-out plan detailing the phased implementation of the IPTN into the long term future; and

- IPTN Business and Institutional Plan which will in detail outline both the economic and financial assessment of this preferred IPTN with the business structure, operating contract parameters and industry transition aspects.

1.2.2 Taxi and bus industry transition

Excessive spending, a lack of strong government leadership leading to delays, weak business valuation and poor profit survey skills are currently evident in IPTN services. Over the last thirteen years, absent process management has led to a tendency to blame a lack of DoT guidance for shortcomings. Expertise is required to:

- Assist municipalities to set clear rules and procedures for taxi and bus industry transition;
- Set comparative cost and time norms;
- Establish the required knowledge base of VOCs, to review progress and ongoing performance, to ensure that VOCs can become properly established, fully empowered businesses able to contract for new work; and
- Provide technical support to municipalities struggling to manage VOC contracts. Also, intervening in the operations of the VOC were deemed necessary by the municipality and DoT.

1.2.3 Intelligent transport systems (ITS)

ITS may not necessarily be the required or best solution at the outset of a new project. Over the years, it has generally become too expensive. Cost inflation, accompanied by weak technical skills in municipalities leads to suppliers over-specifying, overdesigning, overcharging and under-delivering on their mandate, with little or no contract oversight provided by municipalities. Expertise is required to:

- Review ITS Plans and provide straightforward cost-effective guidance;
- Provide advice on the best technical and non-technical ITS solutions for municipalities, their appropriateness for different public transport and IPTN systems;
- Guide the range of ITS options available, from basic to advanced, and advice on gradual introduction over time; and
- Provide methods for monitoring service delivery of suppliers to ensure value-for-money.

1.2.4 Universal design and universal access

Municipalities have a historic inability to implement universally designed and universally accessible public transport services due to lack of capacity, knowledge and lack of existing municipal processes. This hampers project implementation and creates high-cost non-compliance with existing national standards. IPTN implementers do not give universal design the seriousness it deserves. This leads to poor network planning, suboptimal new infrastructure, mistakes in vehicle design, inaccessible bus operations, information and communication. Expertise is required to:

- Assist DoT to develop practical rules and tools to improve implementation in this field;
- Advice on suitable municipal procedures so that change in practice can become institutionalized; and

- Work with different branches in DoT (and provincial and municipal government structures) so that out-of-date standards can be withdrawn and minimum standards that support universally designed public transport systems, embedded.

1.2.5 Non-motorised transport as part of IPTNS (NMT)

Walking to and from public transport or walking all the way is a dangerous and unpleasant experience in South African cities. NMT or 'Active Transport' is neglected and is underperforming. It is critical to ensuring the long term viability of both cities as places to live, and any public transport system. No city has been able to introduce interventions that enable the movement of vehicles within speed limits and ensure pedestrian priority. Whilst there are isolated examples of better practice, to date, no city or province has managed to implement a combination of walking and cycling infrastructure and operations, at a proper scale e.g. township-wide. Expertise is required to:

- Assist DoT in developing cost norms, rules and tools to scale up effectively;
- Provide effective implementation guidelines for walking and cycling; and
- Redesign the geometric layout of intersections and junctions, to utilise the work that has been undertaken on kerbside design in NTR 1 and ensure that roadside design offers the degree of safety that pedestrians are supposed to experience.
- Develop NMT/Active transport campaigns to promote walking, cycling, and public transport use over private car use.

1.2.6 Public transport infrastructure value engineering

Municipalities roll out new infrastructure interventions in support of the new IPTN services. There has historically been, and there still is, excessive cost inflation on infrastructure per unit which indicates poor planning, poor contract management capacity and possible corruption. There are high project management costs associated with project management units. DoT requires experts to:

- Set cost norms, standards and review 'big-ticket' item designs to validate investment size;
- Investigate over-priced and over-sized infrastructure interventions to determine their value for money; and
- Guide on meeting the infrastructure outcomes of public transport projects cost-effectively.

1.2.7 Integration of public transport services across IPTNS

A public transport network will only be successful if it is fully integrated with the other major transport modes, including all public transport modes/ technologies, pedestrian networks, bicycles, metered taxis, and private vehicles. Isolated systems with little provision for integration with other modes forfeit a significant portion of the potential market fed by these modes. Public transport services can only run when there is a clear plan for municipal freight services, which does not contradict the IPTN.

In South Africa, the integration of IPTNs and existing public transport services (PTOG funded and municipal bus services, PRASA rail services) must ensure seamless travel and maximise network approach benefits. To achieve this, there is a need for:

- Integration plans to be developed and approved at a municipal level, including the accommodation of freight services without contradicting the IPTN services;
- Alignment and integration of IPTNs and Bus Contracts; and
- Guidelines and tools to assist with achieving integration.

1.2.8 Financing and funding of public transport provision in IPTNS

The identification of financing needs and sources and mechanisms for integrated public transport funding in support of current and emerging or new public initiatives is critical. A review of the IPTN finance plan is required as the system rolls out, to determine long term affordability and financial sustainability, focusing on elements within the IPTN system that may be cost drivers.

To achieve this there is a need to:

- Understand the city economy and economic drivers;
- Examine the costs for planning, regulation, infrastructure, operations and maintenance of the public transport system; and
- Establish ways of increasing public transport usage whilst decreasing the costs of infrastructure and operations, in summary; doing more with less.

1.2.9 Operations (optimisation of operations) across IPTNS

Operational efficiency in IPTNs needs to be constantly reviewed, to ascertain if what was budgeted, is delivered. There is currently very little integration between the rail, bus and minibus-taxi modes throughout the public transport system. Modes operate with different fare structures, fare technologies, and timetables. There are different levels of universal accessibility. Expertise is required to:

- Assist DoT in the speedy implementation of integration through technical support and assistance to municipalities;
- Assist with the development of integration plans that cut across all modes, with the introduction of new services and the upgrading of existing services; and
- Provide guidance and tools.

1.2.10 Passenger surveys, travel survey analysis and database management

Passenger surveys are fundamental to planning responsive public transport networks that accommodate the needs of the passengers rather than the operators. Municipalities conduct limited independent verification and benchmarking of IPTN quantity and quality for the passenger. Hence reporting is often misleading. Expertise is required to:

- Review the effectiveness of current IPTN network plans;
- Assist DoT design and cost and possibly manage cost-effective passenger survey tools for planning IPTN interventions; and
- Independently gather IPTN performance data.

1.2.11 Capacity Development on IPTNS across the three spheres of government

IPTN implementation has been severely hampered by both the lack of knowledge of public transport implementation and the lack of capacity.

Lack of capacity relates to the lack of understanding of how to plan and implement a public transport system, and the lack of knowledgeable officials in both municipal and provincial government, as well as national government. Evidence over the first ten years of implementation demonstrates a need for:

- The establishment of a comprehensive long term training programme that cuts across all three spheres of government;
- Assistance in designing and managing the establishment of a long-term training programme;
- Assistance with establishing the long-term training programme in recognised universities and institutes of higher education;
- Assistance with designing and managing a short to long term training programme focused on the municipalities implementing IPTNs; and
- Provision of implementation focused institutional support and capacity building across all three spheres of government, including the capacity required to implement the National Land Transport Act.

1.3 Deliverables

Experts appointed to the IPTN panel of experts will be expected to provide quantifiable support to municipalities in the eleven workstreams. An expert may apply to be part of anyone or more workstreams. An expert is an individual with relevant qualifications, skills, expertise and experience, not the company. An expert may apply to be part of any number of workstreams, as long as the expert has the requisite qualifications, skills, experience and expertise. Appointment to a workstream requires:

- The deployment of a named expert from a specified workstream. PTND will be responsible for deciding and directing the deployment as well as establishing the workload. This work will include, but is not limited to:
 - Developing standards, guidelines, technical requirements, regulations or practise notes in specialised areas related to IPTN services;
 - Facilitating the introduction of new processes, working with municipal staff; and
 - Managing the introduction of knowledge tools and facilitating their use.
- Other assignments defined by PTND in the workstream relevant to the appointed expert will be required,
- The expert will be expected to report on assignments to the DoT in a manner suitable for the particular project work, as defined by PTND.

- As well as the general expectations for the deliverables provided in 1.3, applicants must be mindful of the deliverables indicated below for the specified workstreams, the criteria for the required experience, expertise and qualifications.
- This tender is for a Panel of Experts. Please note that the criteria below provide the *minimum baseline* for acceptance on the Panel of Experts. Applicants with lower than the minimum level of expertise, experience and qualifications will not be accepted for consideration, and are advised not to apply. On an expert panel, the preferential procurement process is applicable once the minimum level of expertise has been established, not before.
- Successful service providers will perform services consistent with their areas of expertise and experience, in terms of a specific contract entered into with the DoT. Acceptance on the panel does not automatically guarantee work, and Request for Quotations (RFQ's) to service providers on the panel of experts will be issued against which panel members can bid.
- Prospective applicants are invited to submit curricula vitae (CVs) covering areas of skills, expertise, experience and qualifications listed above and below.
- Applicants must note the skills, expertise, experience and qualifications requirements in each of the eleven workstreams for which they would like to apply, and be able to provide evidence of meeting them. These are:

1.3.1 IPTN Network planning

Workstream specific deliverables: it is expected that the appointed experts will be able to deliver the following:

1. Cost-benefit analysis and socio-economic impact studies on the road-based network, customer demand and operational costs;
 2. An iterative process on complete network development (both road and rail) covering the breadth of customer destinations divided into phases for easier funding support and implementation;
 3. The extent to which all major nodal points should be served, with minimal customer transfers. Where customer transfers are inevitable, how these can be operationalized for the benefit of the passenger and their journey; and
 4. Corresponding integrated development in urban settlement planning for public transport self-sustainability. Whilst city transformation does not fall within the remit of the DoT, options for closer partnerships are required.
- **Required qualification:** A master's degree in transport planning, masters in transport engineering or masters relevant to the areas specified above; supported by experience and expertise in the areas mentioned above.
 - **Required experience:** At least ten (10) years' experience in all areas mentioned above.

1.3.2 Taxi and bus industry transition

Workstream specific deliverables: it is expected that the appointed experts will be able to deliver the following:

1. Standardising the business valuation methodology, the pre-negotiations, negotiation process and related costs;
 2. New vehicle operating company (VOC) contracts, establishment costs and capacity requirements;
 3. Benchmarking of VOC contracts amongst cities and providing technical support in the management of contracts where cities are struggling;
 4. Change management and facilitation in volatile situations;
 5. Definitive assistance in crafting detailed national rules; and
 6. A review of the current compensation model.
- **Required qualifications:** A degree in Transport economics, Transport engineering, Transport planning, BA in a relevant areas of law, or any relevant degree relevant to the areas specified above; supported by experience and expertise in the areas mentioned above.
 - **Required experience:** At least ten (10) years' experience in the areas mentioned above.

1.3.3 Intelligent transport systems (ITS)

Workstream specific deliverables: it is expected that the appointed experts will be able to deliver the following:

1. A cost and quality review of current ITS projects;
 2. Technical support and advice on options for metros, secondary and smaller municipalities; and
 3. Types of ITS available and suited to local conditions;
- **Required qualification:** Any degree in an IT-related field relevant to the areas specified above; supported by experience and expertise in the following areas: AFC/ITS/Payments system, experience in one or more of the required AFC/ITS sub-fields, supported by experience and expertise in the areas mentioned above;
 - **Required experience:** At least ten (10) years' experience in all areas mentioned above. Automated Fare Collection technical support certification testing, payments system integration support and review of existing regulations and Intelligent Transport Systems.

1.3.4 Universal design and universal access

Workstream specific deliverables: it is expected that the appointed experts will be able to deliver the following:

1. Rules and tools to guide IPTN planners, designers and implementers in universal design and universal access;

2. Guidelines, standards and cost norms to promote proper mainstreaming of both universal design and universal access in public transport; and
 3. Assistance in setting up proper municipal processes for including universal design and universal access in planning, construction and operations of IPTNs.
- **Required qualification:** a post-graduate/honours qualification in universal design and universal access or similar, or higher. *Please note a qualification in architecture or engineering alone does not qualify without evidence of further qualification specialisation in universal design and universal access.* Membership of a national or international body that is recognised as a body promoting universal design and universal access. Professional Indemnity insurance specifically for universal design or universal access, with a recognised professional indemnity company.
 - **Required experience:** At least ten (10) years' experience in universal design and universal access, evidence of experience; documentation written by the applicant (universal access audits, appraisals, UDAPS and research reports) for previous clients, in support of their application will be required. Experience with working on IPTN projects is advisable.

1.3.5 Non-motorised transport as part of IPTNS (NMT)

Workstream specific deliverables: it is expected that the appointed experts will be able to deliver the following:

1. An objective way of assessing public transport networks and planning walking and cycling to support it;
 2. Planning guidelines and developing cost norms for NMT; and
 3. Methods for implementing walking and cycling interventions and ways of measuring their effectiveness, including personal security of vulnerable groups.
- **Required qualification:** A Master's degree in transport planning, Masters in transport engineering or Masters relevant to the areas specified above; supported by experience and expertise in the areas mentioned above.
 - **Required experience:** At least ten (10) years' experience in all areas mentioned above.

1.3.6 Public transport infrastructure value engineering

Workstream specific deliverables: it is expected that the appointed experts will be able to deliver the following:

1. Guidelines on infrastructure standards to avoid over-engineering and cost inflation, whilst maintaining service levels;
 2. Guidelines on maximizing innovation as much as possible alongside minimizing costs; and
 3. Carry out investigations into infrastructure interventions within different municipalities that have led to over-inflated infrastructure costs.
- **Required qualification:** A Master's degree in transport planning or transport engineering, or Masters relevant to the areas specified above; supported by experience and expertise in the areas mentioned above.

- **Required experience:** At least ten (10) years' experience in all areas mentioned above.

1.3.7 Integration of public transport services across IPTNS

Workstream specific deliverables: it is expected that the appointed experts will be able to deliver the following:

1. Integrated transport plans to be developed and approved at a municipal level;
 2. Alignment and integration of IPTNs with all bus, rail and minibus taxi services; and
 3. Guidelines and tools to assist with achieving integration.
- **Required qualification:** A Master's degree in transport planning, Masters in transport engineering or Masters relevant to the areas specified above; supported by experience and expertise in the areas mentioned above.
 - **Required experience:** At least ten (10) years' experience in all areas mentioned above.

1.3.8 Financing and funding of public transport provision in IPTNS

Workstream specific deliverables: it is expected that the appointed experts will be able to deliver the following:

1. Evaluating the city economy and economic drivers;
 2. Determining costs for planning, regulation, infrastructure, operations and maintenance of the public transport system; and
 3. Establishing ways of increasing public transport usage whilst decreasing the costs of infrastructure and operations; in summary, doing more with less.
- **Required qualification:** A Master's degree in finance, financial management, financial accounting (certified), transport economics, or Masters relevant to the areas specified above; supported by experience and expertise in the areas mentioned above.
 - **Required experience:** At least ten (10) years' experience in all areas mentioned above.

1.3.9 Operations (optimisation of operations) across IPTNS

Workstream specific deliverables: it is expected that the appointed expert will be able to deliver the following:

1. Put measures in place that reduce operational costs and improve fare revenue;
 2. Benchmarks of operations against municipal IPTNs or bus systems and encourage sharing of good practices and learnings amongst cities; and
 3. Utilize the IPTN Toolkit to review operations in municipalities.
- **Required qualification:** A Master's degree in transport planning, masters in transport engineering or Masters relevant to the areas specified above; supported by experience and expertise in the areas mentioned above.

- **Required experience:** At least ten (10) years' experience in all areas mentioned above.

1.3.10 Passenger surveys, travel survey analysis and database management

Workstream specific deliverables: it is expected that the appointed expert will be able to deliver the following:

1. A review of the viability of public transport network designs, and their re-crafting if unsustainable;
2. Properly designed and managed survey tools; and
3. An independent assessment of the performance quality and quantity of IPTNS.

- **Required qualification:** A degree in transport economics, transport planning, transport engineering/LLB/BA/Bcom or any degree relevant to the areas specified above; supported by experience and expertise in the areas mentioned above. Registration with Southern African Marketing Research Association (SAMRA).

- **Required experience:** At least ten (10) years' experience in design and management analysis of transport surveys.

1.3.11 Capacity Development on IPTNS across the three spheres of government

Workstream specific deliverables: it is expected that the appointed expert will be able to deliver the following:

1. The establishment of a comprehensive long term training programme that cuts across all three spheres of government;
2. Assistance in designing and managing the establishment of a long term training programme;
3. Assistance with establishing the long term training programme in recognised universities and institutes of higher education;
4. Assistance with designing and managing a short to long term training programme focused on the municipalities implementing IPTNs; and
5. Provision of implementation focused institutional support and capacity building across all three spheres of government, including the capacity required to implement the National Land Transport Act.

- **Required qualification:** A master's degree in human resource development, education or training AND transport planning, transport engineering or Masters relevant to the areas specified above; supported by experience and expertise in the areas mentioned above.

- **Required experience:** At least ten (10) years' experience in all areas mentioned above.

2 EVALUATION

2.1 Submission requirements

THE APPOINTMENT OF A PANEL OF EXPERTS TO ASSIST THE NATIONAL DEPARTMENT OF TRANSPORT IN SPECIALIST IPTN-RELATED FIELDS FOR 36 MONTHS

- 2.1.1 Individuals and professional service firms interested in submitting individuals who qualify for placement on the panel must submit one CV for every individual and indicate which workstream they would like that person to be placed.
- 2.1.2 The CV for an individual consultant must indicate the specific work and experience in the provision of the required workstream in terms of years.
- 2.1.3 Bidders are requested to submit the contact details of at least three (3) recent references who will confirm that the individual consultant has carried out similar work as that stated in their CV.
- 2.1.4 Bidders should ensure that the CVs they submit are for the individuals who would be willing to carry out the assignments as identified by the Department. No other expert may be substituted until the panel is reappointed by DoT.
- 2.1.5 CVs of an organisation's senior managerial staff, albeit highly qualified individuals, should not be submitted unless these individuals are prepared to give full commitment to actively carrying out assignments as identified by the Department.
- 2.1.6 CVs of any one individual may only be submitted as part of one bid. Bidders must ensure that CVs are signed by the respective individuals confirming that he/she is not included in bids from other service providers. *CVs unsigned by the respective individuals will be rejected.*
- 2.1.7 The Department of Transport reserves the right to contact references provided in the CVs during the evaluation and adjudication process to obtain information.
- 2.1.8 Each bidder shall be able to provide evidence of the following skills and attributes:
- Be a team player, an analytical and lateral thinker;
 - Have excellent communication skills with the ability to listen and learn;
 - Have good facilitation skills for strategic thinking and problem-solving;
 - Have the ability to work in and guide/direct teams and groups with diverse generalist and specialist expertise
 - Have the ability to work under consistent and continuous pressure from varied sources, yet be able to maintain a supportive approach, and
 - Practical experience of working within one of the three spheres of government, (local, provincial or national level) is an advantage.
 - Negotiation experience is also an advantage.
- 2.1.9 The consultant will be remunerated under the terms of the contract on a Rand per day basis. Bidders are advised to set forth their daily rate together with their CV. Bidders should understand that the Department reserves the right not to select a bidder for any particular area of expertise on price alone. Remuneration of the consultant will be payable in South African Rands, on a fixed price basis.
- 2.1.10 Out-of-pocket expenses will be paid by the Department at cost. All claims for travel and other legitimate disbursement expenditure must be pre-approved by the Department before

they are incurred. Pre-approved expenditure on travel, related accommodation costs, expenditure on document reproduction, or any other legitimate pre-approved disbursement expenditure will be reimbursed at cost.

2.2 Stage 1 Mandatory Procurement Requirements

- 2.2.1 Bidders must comply with the requirements and submit all required document(s) indicated hereunder with the bid documents at the closing date and time of the bid. This phase is not scored and bidders who fail to comply with all the mandatory criteria will be disqualified.
- 2.2.2 Bidders are required to be registered on the Central Supplier Database and the Department of Transport shall verify the bidder's tax compliance status through the Central Supplier Database.
- 2.2.3 Where Consortia / Joint Ventures / Sub-contractors are involved, each party must be registered on the Central Supplier Database and their tax compliance status will be verified through the Central Supplier Database.
- 2.2.4 It is therefore a condition of this bid that the tax matters of the bidder be in order at any point in time from the closing date of the bid. This bid will only be awarded to a bidder(s) whose tax status on Central Supplier Database is compliant.
- 2.2.5 Compliance should remain valid for the duration of the contract
- 2.2.6 Bidders are required to attend compulsory briefing sessions.
- 2.2.7 Statutory bodies/affiliations that service providers must comply with are included in section 1.3 of the terms of reference.

2.3 Stage 2: Functional Evaluation Criteria

- 2.3.1 Only bidders who have complied with mandatory requirements will be evaluated for functionality. Bidders must, as part of their bid documents, submit supportive documentation for all functional requirements as indicated hereunder. The Bid Evaluation Committee (BEC) responsible for scoring the respective bids will evaluate and score all bids based on their submissions and the information provided.
- 2.3.2 The value that the bidder scores for each criterion will be multiplied with the specified weighting for the relevant criterion to obtain the marks scored for each criterion. These marks will be added and expressed as a fraction of the best possible score for all criteria.
- 2.3.3 The functionality will be evaluated based on the supporting documentation supplied by the bidders under the functionality criteria and values below.
- 2.3.4 The evaluation of the functionality will be evaluated individually by Members of the Bid Evaluation Committee following the functionality criteria and values below.
- 2.3.5 The applicable values that will be utilized when scoring each criteria ranges from:

2.3.6 1 being Poor, 2 = Average 3 = Good, 4 = Very Good & 5 = Excellent

2.3.7 Each bid must achieve a minimum of **80** out of 100 points on ABILITY AND CAPABILITY under the functionality evaluation criteria. The points for skills transfer are counted after the 80 points for ability and capability are achieved. Bids that fail to achieve this minimum will be disqualified. This means that such bids will not be evaluated on the Preference Points System stage.

2.4 Functionality evaluation criteria

ABILITY AND CAPABILITY	Expert experience: Experience of the individual expert in the execution of the relevant services in accordance with these Terms of Reference.	80
SKILLS TRANSFER	Training, skills development plan and transfer of skills	20
TOTAL POINTS ON FUNCTIONALITY MUST ADD TO 100		100

2.5 Stage 3: Evaluation in terms of the 80/20 preference point system

2.5.1 Only bids that achieve the minimum qualifying score for functionality will be evaluated further using the 80/20 preference points system.

2.5.2 **Price:** The following schedule must be utilised for the submission of pricing proposals.

Evaluation criteria, application and weight: please note, qualifications and experience are scored independently of each other, but applicants with qualifications lower than the required minimum will not be considered. Please refer to section 1.3 for more details of the qualifications and experience required.					
Scoring Criterion	1 Poor	2 Average	3 Good	4 Very Good	5 Excellent
IPTN network planning	10 years' experience in the area IPTN network planning Masters in Transport Planning or as specified in section 1.3	10-12 years' experience in the area IPTN network planning Masters in Transport Planning or as specified in section 1.3	12-15 years' experience in the area IPTN network planning Masters in Transport Planning or as specified in section 1.3	Over 15-20 years' experience in the area IPTN network planning PhD in Transport Planning or as specified in section 1.3	Over 20 years' experience in the area IPTN network planning PhD in Transport Planning or as specified in section 1.3
Taxi and Bus Industry transition	10 years' experience in the area industry transition	10-12 years' experience in the area industry transition	12-15 years' experience in the area industry transition	Over 15-20 years' experience in the area industry transition	Over 20 years' experience in the area industry transition

THE APPOINTMENT OF A PANEL OF EXPERTS TO ASSIST THE NATIONAL DEPARTMENT OF TRANSPORT IN SPECIALIST IPTN-RELATED FIELDS FOR 36 MONTHS

	Degree in transport economics or as specified in section 1.3	Degree in transport economics or as specified in section 1.3	Honours in transport economics or as specified in section 1.3	Masters in transport economics or as specified in section 1.3	PhD in transport economics or as specified in section 1.3
Intelligent Transport Systems (ITS)	10 years' experience in the area ITS Degree in IT-related field or as specified in section 1.3	10-12 years' experience in the area ITS Honours in IT-related field or as specified in section 1.3	12-15 years' experience in the area ITS Honours in IT-related field or as specified in section 1.3	Over 15-20 years' experience in the area ITS Masters in IT-related field or as specified in section 1.3	Over 20 years of years' experience in the area ITS PhD in IT-related field or as specified in section 1.3
Universal design and universal access (UDA)	10 years' experience in the area UDA Honours in Universal design and universal access as specified in section 1.3	10-12 years' experience in the area UDA Honours in Universal design and universal access in section 1.3	12-15 years' experience in the area UDA Masters in Universal design and universal access in section 1.3	Over 15-20 years' experience in the area UDA Masters in Universal design and universal access in section 1.3	Over 20 years' experience in the area UDA PhD in Universal design and universal access in section 1.3
Non-Motorised Transport as part of IPTNS (NMT)	10 years' experience in the area NMT Masters in Transport planning, specializing in NMT as specified in section 1.3	10-12 years' experience in the area NMT Masters in Transport planning, specializing in NMT as specified in section 1.3	12-15 years' experience in the area NMT Masters in Transport planning, specializing in NMT as specified in section 1.3	Over 15-20 years' experience in the area NMT PhD in Transport planning, specializing in NMT as specified in section 1.3	Over 20 years' experience in the area NMT PhD in Transport planning, specializing in NMT as specified in section 1.3
Public transport (PT) infrastructure value engineering	10 years' experience in the area PT infrastructure value engineering Masters in Transport engineering or similar as specified in section 1.3	10-12 years' experience in the area PT infrastructure value engineering Masters in Transport engineering or similar as specified in section 1.3	12-15 years' experience in the area PT infrastructure value engineering Masters in Transport engineering or similar as specified in section 1.3	Over 15-20 years' experience in the area PT infrastructure value engineering PhD in Transport engineering or similar as specified in section 1.3	Over 20 years' experience in the area PT infrastructure value engineering PhD in Transport engineering or similar as specified in section 1.3

THE APPOINTMENT OF A PANEL OF EXPERTS TO ASSIST THE NATIONAL DEPARTMENT OF TRANSPORT IN SPECIALIST IPTN-RELATED FIELDS FOR 36 MONTHS

Integration of public transport (PT) services across IPTNS	10 years' experience in the area PT services integration across IPTNS Masters in Transport planning, or similar as specified in section 1.3	10-12 years' experience in the area PT services integration across IPTNS Masters in Transport planning, or similar as specified in section 1.3	12-15 years' experience in the area PT services integration across IPTNS Masters in Transport planning, or similar as specified in section 1.3	Over 15-20 years' experience in the area PT services integration across IPTNS PhD in Transport planning, or similar as specified in section 1.3	Over 20 years' experience in the area PT services integration across IPTNS PhD in Transport planning, or similar as specified in section 1.3
Financing and funding of public transport (PT) in IPTNS	10 years' experience in the area financing and funding of PT in IPTNS Masters in finance or similar as specified in section 1.3	10-12 years' experience in the area financing and funding of PT in IPTNS Masters in finance or similar as specified in section 1.3	12-15 years' experience in the area financing and funding of PT in IPTNS Masters in finance or similar as specified in section 1.3	Over 15-20 years' experience in the area financing and funding of PT in IPTNS PhD in finance or similar as specified in section 1.3	Over 20 years' experience in the area financing and funding of PT in IPTNS PhD in finance or similar as specified in section 1.3
Operations (optimisation of operations) across IPTNS	10 years' experience in the area operations across IPTNS Masters in Transport planning, or similar as specified in section 1.3	10-12 years' experience in the area operations across IPTNS Masters in Transport planning, or similar as specified in section 1.3	12-15 years' experience in the area operations across IPTNS Masters in Transport planning, or similar as specified in section 1.3	Over 15-20 years' experience in the area operations across IPTNS PhD in Transport planning, or similar as specified in section 1.3	Over 20 years' experience in the area operations across IPTNS PhD in Transport planning, or similar as specified in section 1.3
Passenger surveys, travel survey analysis and database management	10 years' experience in passenger surveys, travel survey analysis and database management Degree in transport economics or similar as specified in section 1.3	10-12 years' experience in passenger surveys, travel survey analysis and database management Degree in transport economics or similar as specified in section 1.3	12-15 years' experience in passenger surveys, travel survey analysis and database management Honours in transport economics or similar as specified in section 1.3	Over 15-20 years' experience in passenger surveys, travel survey analysis and database management Masters in transport economics or similar as specified in section 1.3	Over 20 years' experience in passenger surveys, travel survey analysis and database management PhD in transport economics or similar as specified in section 1.3

THE APPOINTMENT OF A PANEL OF EXPERTS TO ASSIST THE NATIONAL DEPARTMENT OF TRANSPORT IN SPECIALIST IPTN-RELATED FIELDS FOR 36 MONTHS

Capacity development on IPTNs across the three spheres of government	10 years' experience in the area capacity development on IPTNS across the 3 spheres of government Masters in HR or similar AND Transport planning, or similar as specified in section 1.3	10-12 years' experience in the area capacity development on IPTNS across the 3 spheres of government Masters in HR or similar AND Transport planning, or similar as specified in section 1.3	12-15 years' experience in the area capacity development on IPTNS across the 3 spheres of government PhD in HR or similar AND Transport planning, or similar as specified in section 1.3	Over 15-20 years' experience in the area capacity development on IPTNS across the 3 spheres of government PhD in HR or similar AND Transport planning, or similar as specified in section 1.3	Over 20 years' experience in the area capacity development on IPTNS across the 3 spheres of government PhD in HR or similar AND Transport planning, or similar as specified in section 1.3
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2.5.3 Calculating of points for B-BBEE status level of contribution

Points will be awarded to a bidder for attaining the B-BBEE status level of contribution using the tables below:

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

2.5.4 Bidders are required to complete the preference claim form (SBD 6.1) and submit their original and valid B-BBEE status level verification certificate or a certified copy thereof or a sworn affidavit at the closing date and time of the bid to claim the B-BBEE status level point. The points scored by a bidder in respect of the level of B-BBEE contribution will be added to the points scored for price.

- 2.5.5 Only bidders who have completed and signed the declaration part of the preference claim form and who have submitted a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS), or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or a sworn affidavit confirming annual turnover and level of black ownership in case of an EME and QSE together with the bid will be considered for preference points. A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level Verification Certificate for every separate tender
- 2.5.6 Failure on the part of the bidder to comply with paragraphs 3.3.4 and 3.3.5 above will be deemed that preference points for B-BBEE status level of contribution are not claimed and will therefore be allocated zero (0).
- 2.5.7 The Department of Transport may before a bid is adjudicated or at any time, require a bidder to substantiate claims it has made on preference.
- 2.5.8 The points scored will be rounded off to the nearest 2 decimals.
- 2.5.9 If two or more bids have scored equal total points, the contract will be awarded to the bidder scoring the highest number of preference points for B-BBEE.
- 2.5.10 However, when functionality is part of the evaluation process and two or more bidders have scored equal points including equal preference points for B-BBEE, the contract will be awarded to the bidder scoring the highest for functionality.
- 2.5.11 Should two or more bids be equal in all respects; the award shall be decided by the drawing of lots.
- 2.5.12 A contract may, on reasonable and justifiable grounds, be awarded to a bid that did not score the highest number of points.

3 RULES OF BIDDING

3.1 Non-compulsory briefing session

- 3.3.1 A non- compulsory briefing session will be held virtually with the Department as detailed in the advert. The non-compulsory briefing provides bidders with an opportunity to clarify aspects of the process as set out in this document and to address any substantive issues that bidders may wish to raise. Any briefing notes which may be issued by the Department to the service providers should be considered as part of this project. Please note that this briefing is non-compulsory and tenders may still be made without attending it.
- 3.1.2 Firms may ask for clarification on this TOR or any of its Annexures up to the close of business forty-eight (48) hours before the deadline for the submission of bids. Any request for clarification must be submitted by email to the Bid Office. Copies of questions and answers will be emailed to all firms that register at the briefing session.

3.2 Format and submission of bids

- 3.2.1 Bidders must submit their bids on the stipulated closing date and time. Upon receipt, each bid document will be marked with the date and time of receipt.
- 3.2.2 Late bids will not be considered. All late bids must be collected within seven (7) days failing which the DOT will discard late proposals.
- 3.2.3 Bids must be submitted in two (2) envelopes, one (1) with the technical proposal and the other pricing. Supporting documents required for compliance including all the SDB documents except for SBD 1 and SBD 3.3, must be submitted together with the technical proposal.
- 3.2.4 Format of submission of proposals:
 - a. Envelopes must be clearly marked with Company name, DOT Nr and whether it is the technical or financial response;
 - b. Proposals must be submitted as one (1) original and four protected soft copies. The original bid document and copies should be clearly identified;
 - c. Soft copies must be exact copies of the original document and should be labelled properly.
- 3.2.5 The successful bidder in the same media that was used to advertise the bid.
- 3.2.6 To evaluate and adjudicate bids effectively, bidders must submit responsive bids. To ensure a bid will be regarded as responsive it is essential to comply with all the mandatory requirements.
- 3.2.7 Each bidder must attach all applicable documents in support of its bid in line with the requirements set out in this bid as well as any other relevant materials, photographs and/or attachments.
- 3.2.8 Each bid, once submitted, constitutes a binding and irrevocable offer to provide the services on the terms set out in the bid, which offer cannot be amended after its date of submission.
- 3.2.9 Department of Transport (DOT) reserves the right to accept or consider any bid in full or in part or any responses or submissions in relation thereto.
- 3.2.10 DOT reserves the right to appoint more than one bidder whose bid most successfully conforms to the Criteria and the Requirements under the terms and conditions described in the TOR.
- 3.2.11 DOT reserves the right to request any additional information that it may require or deem necessary. All such requests shall be in writing.
- 3.2.12 Any bidder may be requested at any time to respond to questions and/or provide supplementary documentation or information to the Department. All such requests shall be in writing.

3.2.13 After careful consideration and thorough examination of the proposals, DOT shall select the successful bidder whose proposal most closely satisfies the criteria and the requirements. The lowest price (management fee where applicable) offered will not necessarily be a decisive factor in choosing between proposals.

3.2.14 The Department published the results of the outcome of a tender process, including the details of the successful bidder in the same media that was used to advertise the bid.

3.3 Sub-contracting partnership/consortium/JV and company requirements

3.3.1 A proposal submitted by a company, closed corporation or another legal person must be accompanied by a resolution or agreement of the directors or members and be signed by a duly authorized person.

3.3.2 A proposal submitted by a partnership must be accompanied by a written partnership agreement.

3.3.3 A proposal submitted by a consortium or joint venture (JV) of two or more parties must be accompanied by a signed memorandum of understanding between the parties to such consortium indicating:

- a. the conditions under which the consortium will function;
- b. its period of duration;
- c. the persons authorized to represent it;
- d. the participation of the several parties forming the consortium;
- e. the benefits that will accrue to each party;
- f. any other information necessary to permit a full appraisal of its functioning.

4 INFORMATION CONFIDENTIALITY & INTELLECTUAL PROPERTY RIGHTS

4.1 Confidential information

4.1.1 **Confidentiality obligation.** Each Party ("the receiving Party") must treat and hold as confidential all information which they may receive from the other Party ("the disclosing Party") or which becomes known to them concerning the disclosing Party during the duration of this Contract.

4.1.2 **Nature of the confidential information.** The confidential information of the disclosing Party shall, without limitation, include:

- a. all software and associated material and Documentation, including information contained therein;
- b. all information relating to :
 - i. the disclosing Party's past, present and future research and development;
 - ii. the disclosing Party's business activities, products, services, customers and clients, as well as its technical knowledge and trade secrets;
 - iii. the terms and conditions of this Contract; and

iv. the Department's data.

4.1.3 The Parties shall, except as permitted by the Contract, not disclose or publish any confidential information in any manner, for any reason or purpose whatsoever without the prior written consent of the disclosing Party and in the event of the confidential information relating to a third party, it shall also be incumbent on the receiving Party to obtain the consent of such third party.

4.1.4 Receiving Party's obligations for confidential information. The receiving Party agrees to protect the proprietary interests of the disclosing Party in its confidential information:

- a. it will only make the confidential information available to those of its personnel who are actively involved in the execution of this Contract;
- b. it will initiate internal security procedures reasonably acceptable to the disclosing Party to prevent unauthorised disclosure and will take all practical steps to impress upon personnel who need to be given access to confidential information, the confidential nature thereof;
- c. subject to the right to make the confidential information available to their Personnel under clause 15.4.1 above, they will not at any time, whether during this Contract or thereafter, either use any confidential information of the disclosing Party or directly or indirectly disclose any confidential information of the disclosing Party to third parties;
- d. all written instructions, drawings, notes, memoranda and records of whatever nature relating to the confidential information of the disclosing Party which have or will come into the possession of the receiving Party and its Personnel, will be, and will at all times remain, the sole and absolute property of such Party and shall be promptly handed over to such Party when no longer required for this Contract.

4.1.5 Obligations in respect of confidential information upon termination. Upon termination or expiry of this Contract, the receiving Party will deliver to the disclosing Party or at the disclosing Party's option, destroy all originals and copies of the disclosing Party's confidential information in its possession.

4.1.6 The aforementioned obligations shall not apply to any information which:

- a. is lawfully in the public domain at the time of disclosure;
- b. subsequently and lawfully becomes part of the public domain by publication or otherwise;
- c. subsequently becomes available to the receiving Party from a source other than the disclosing Party, which source is lawfully entitled without any restriction on disclosure to disclose such confidential information; or
- d. is disclosed according to a requirement or request by operation of law, regulation or court order.

- 4.1.7 Disclosure to professional advisors.** Nothing in this clause shall preclude the Parties from disclosing the confidential information to their professional advisors in the *bona fide* course of seeking business and professional advice.
- 4.1.8 Severability.** The provisions of this clause 15 are severable from the rest of the provisions of this Contract and shall survive its termination and continue to be of full force and effect for ten (10) years after the date of termination.
- 4.2 Intellectual property rights**
- 4.2.1 Ownership in Services vests in Department.** All rights of ownership and copyright in the Services to be provided by the Contractor to the Department shall vest solely with the Department, and the Contractor will not make such information available to any other party without the written consent of the Department on such terms and conditions as may be stipulated by the Department at that time.
- 4.2.2 No aspect of the Services to infringe 3rd Party intellectual property rights.** The Contractor warrants that no aspect of the Services provided in terms hereof will infringe any patent, design, copyright, trade secret or other proprietary rights of any third party ("third-party proprietary rights"), and the Contractor shall, at its own cost, defend the Department against any claim that the Services infringe any such third party proprietary rights, provided that the Department gives prompt notice to the Contractor of such claim and the Contractor controls the defence thereof.
- 4.2.3 The Contractor further indemnifies the Department** against and undertakes that it will pay all costs, damages and attorney fees, if any, finally awarded against the Department in any action which is attributable to such claim and will reimburse the Department with all costs reasonably incurred by the Department in connection with any such action.
- 4.2.4 Process in the event of a claim.** Should any person make any claim against the Department in terms of clause 16.2, the Department shall give the Contractor notice thereof within ten (10) days of becoming aware of such claim to enable the Contractor to take steps to contest it.
- 4.2.5 Infringement of 3rd Party rights.** Should any third party succeed in its claim for the infringement of any third-party proprietary rights, the Contractor shall, at its discretion and within thirty (30) days of the Services having been found to infringe:
- a. obtain for the Department the right to continue using the subject of infringement or the parts thereof which constitute the infringement; or
 - b. replace the subject of infringement or the parts thereof which constitute the infringement with another product or service which does not infringe and which is materially similar to the subject of infringement; or
 - c. alter the subject of infringement in such a way as to render it non-infringing while still in all respects operating in substantially the same manner as the subject of infringement;
or
 - d. withdraw the subject of infringement.

- 4.2.6 Ownership.** Ownership of all Departmental data, whether under its control or not, shall continue to vest in the Department and the Contractor shall not obtain any proprietary rights of such data.
- 4.2.7 Data may only be used in the performance of the Services.** The Department's data in the possession of the Contractor, or to which the Contractor may have access during the currency of this Contract, may not be used by the Contractor for any purposes whatsoever other than as may be specifically required to enable the Contractor to comply with its obligations in terms of this Contract.
- 4.2.8 Preservation of the integrity of data.** Both Parties shall take reasonable precautions (having regard to the nature of their obligations in terms of this Contract), to preserve the integrity of the Department's data and to prevent any unauthorised access, corruption, or loss of such data.
- 4.2.9** Bidders may provide any additional information deemed important for the DOT to consider.
- 4.2.10** Prospective Bidders must at all times comply with the Department's Supply Chain rules and processes for all projects and payments.

5 TERMS AND CONDITIONS

5.1 General

- 5.1.1** The Department reserves the right to amend, modify or withdraw this Terms of Reference (TOR) document or amend, modify or terminate any of the procedures or requirements set out herein at any time and from time to time, without prior notice except where required by law, and without liability to compensate or reimburse any Service Provider.
- 5.1.2** Neither the Department, nor any of its respective, officers, nor employees may make any representation or warranty, expressed or implied in this TOR document, and nothing contained herein is or shall be relied upon as, a promise or representation, whether as to the past or the future.
- 5.1.3** The costs of preparing proposals and negotiating the Contract will not be reimbursed.
- 5.1.4** The Department also reserves the right to call interviews with short-listed Service Providers before final selection and to negotiate the price with the Preferred Service Providers.
- 5.1.5** Firms may not contact the Department on any matter in their bid from the time when bids are submitted to the time the contract is awarded. Any effort by a Service Provider to influence bid evaluation, bid comparisons or award decisions in any manner, may result in rejection of the bid concerned.
- 5.1.6** Bid submission requirements must be completed in sections and appendices provided in the bid document.

5.1.7 ALL BIDDERS MUST BE REGISTERED ON THE CENTRAL SUPPLIER DATABASE AT THE NATIONAL TREASURY. More information is available on www.ocpo.treasury.gov.za. Proof of registration must be submitted together with the technical proposal.

5.2 Order of precedence.

5.2.1 In the event of any conflict between any provisions of the SCC, GCC, Proposal and any other document accompanying the Bid, the following order of precedence shall prevail:

- Standard Bidding Documents;
- SCC;
- GCC;
- TOR;
- SLA; and
- Proposal.

5.3 Duration

5.3.1 The project is expected to be for 36 months/ 3 years.

5.3.2 The Contract shall commence on the Effective Date and, subject to the rights of termination stipulated herein, terminate on the Completion Date as specified in the Contract.

5.4 Contract amendments

5.4.1 No addition to, or variation, consensual cancellation, or novation of the Contract, and no waiver of any rights arising from the Contract, including this clause, shall be of any force or effect unless reduced to writing and signed by the duly authorised representatives of each of the Parties.

5.5 Subcontractors

5.5.1 The Contractor shall notify the Department in writing of all sub-contracts awarded under the Contract, before the commencement of the Contract, as well as at any time during the Contract.

5.5.2 **The right to sub-contract.** The Contractor may, with the prior written consent of the Department, sub-contract any of its obligations in terms of this Contract, or any part thereof, to a third party, provided that:

a. such sub-contracting shall not absolve the Contractor from any responsibility for complying with its obligations in terms of this Contract and the Contractor hereby indemnifies and holds the Department harmless against any loss, harm or damage which the Department may suffer as a result of such sub-contracting;

b. the Contractor shall at all times remain the sole point of contact for the Department in respect of the Services by the Contractor.

5.5.3 **Department may withdraw consent.** The Department shall have the right at any time, and upon such good cause shown to withdraw such consent for a sub-contractor on thirty (30) days' notice to the Contractor and in that event, no claim against the Department by

the Contractor or any other person on the grounds of the granting of such consent or the withdrawal thereof shall be entertained, and the Contractor indemnifies the Department against any such claims and costs so incurred."

5.6 Contractor's personnel

- 5.6.1 **Experts.** The Contractor shall make available the skills and expertise of the experts referred to in the Bid who shall be involved in the Contract or the Services, and not substituted by another expert even with the same skill set unless otherwise agreed to by the Department.
- 5.6.2 **Exceptions.** Notwithstanding the provisions of clause 5.6.1, where, due to circumstances beyond the control of the Contractor, a member of the Project Team cannot act on the provisions of this clause due to their dismissal, resignation or incapacity. The Contractor shall, implement an appropriate succession plan approved by the DoT to minimise the effect of the unavailability of such member.
- 5.6.3 **Suitably qualified Personnel.** The Contractor shall employ suitably qualified, experienced and trained personnel to provide the Services.
- 5.6.4 The Contractor's Personnel providing the Services may be absent for short periods for reasons including annual leave and training, in agreement with the DoT.
- 5.6.5 **Contractor to adhere to security procedures of the Department.** The Contractor's Personnel including the Project Team shall at all times when on the Department's premises, adhere to the standard health, safety and security procedures and guidelines applicable to the Department's Personnel, as varied and conveyed by the Department to the Contractor from time to time.
- 5.6.6 Should the Department at any time have reason to believe that any of the Contractor's Personnel is failing to comply with such standard health, safety and security procedures and guidelines, the Department may deny such person access to any or all of the Department's premises or systems.

5.7 Payment

- 5.7.1 **Invoice:** the Contractor's Project Manager shall at the end of each deliverable submit a consolidated invoice, certified as correct by the Contractor's Project Manager, showing the actual work performed, hours worked, and manpower inputs for the task and associated costs accompanied by all supporting documents.
- 5.7.2 **Detailed Pricing:** service providers must complete the required SBD Pricing documents and ensure that Prices are:
- Firm and inclusive of all costs, including disbursements. Firm prices mandate that any escalations/estimated escalations be included in the final ceiling amount.
 - Inclusive of VAT, if applicable;

- c. Correctly calculated and identical to the financial proposal;
- d. A detailed pricing schedule should be attached to the SBD documents providing a proper cost breakdown, in line with deliverables, and indicating the proposed time frames; and
- e. The Department uses a two envelope system.

NO PRICES MUST REFLECT IN THE TECHNICAL PROPOSAL.

5.7.3 Fees: domestic hotel accommodation may not exceed R1440, inclusive of VAT per night per person. (incl dinner, breakfast and parking), air travel must be restricted to economy class, and travel claims per kilometre may not exceed the rates approved by the Automobile Association of South Africa.

5.7.4 Rates: according to the 23 October 2013 Cabinet Resolution as defined in the National Treasury Instruction 01 of 2013/14: Cost Containment Measures sub-paragraph 4.2; the Consultants (or Service Provider) will only be remunerated on the following rates regime:

- a. The "Guidelines for fees" issued by the South African Institute of Chartered Accountants (SAICA);
- b. The "Guide on Hourly Fee Rates for Consultants", by the Department of Public Service and Administration (DPSA); or
- c. Based on the body regulating the profession of the Consultant.

5.7.5 Payment information:

- a. An invoice only becomes due and payable:
 - i. When the Project Manager signs-off on the specific deliverable and submits the invoice for payment;
 - ii. When the invoice is correct with regards to calculations, the information contained, banking details and supporting documents.
- b. It is important to ensure that invoices are correctly submitted and reference the project name, DOT number and Order Number.
- c. Non-compliance will delay the payment process.

5.7.6 Total Contract Price: the Contract Price payable to the Contractor for the Services shall not exceed the ceiling price as set out in the Contract.

5.7.7 Price all-inclusive: all prices are inclusive of any Value Added Tax, import, and all other duties.

5.8 Delivery and documents

- 5.8.1 **Reports.** The Contractor shall provide the Department with detailed Documentation and Reports as set out in the Contract and Project Plan or when required in writing by the Department in both electronic format and hard copy.
- 5.8.2 **Monitoring of reports:** reports shall contain accurate information to enable the Department to monitor and manage the Contractor's performance in terms of this Contract.
- 5.8.3 **Language of communication:** all CV's, Documentation and Reports shall be in English. All correspondence and any documentation and oral communication exchanged between parties shall be in English, unless specifically requested otherwise by the Department.

5.9 Penalty regime

- 5.9.1 Poor performance will result in penalties that include withholding a minimum of 30% of the total invoice of each affected phase/milestone until it is fixed before the final product is submitted. In the case where the performance has not been improved to the satisfaction of the Department and the final product is handed over, the original amount held back will not be paid over to the Service Provider under any circumstances. On the other hand, improved quality and/or performance, at the satisfaction of the Department, will require the outstanding part of the held back invoice to be paid to the Service Provider in full but with no additional interest.
- 5.9.2 The project milestones/phases are expected to be adhered to. Any deviation must be approved by the Department before any commencement of the changes. Failure to do so will result in a 5% non-payment of that particular and/or affected phase(s).
- 5.9.3 Notwithstanding item 6.9.2 above, failure to meet the deadline as stipulated in item 8 will result in 30% of the total outstanding payments for the project as a whole not being paid over to the Service Provider if the poor performance is attributed to the Service Provider unless there is undisputed evidence that the fault lies with the Department."

5.10 Termination

- 5.10.1 Should either party fail to comply with any provision of this Contract the aggrieved Party may send a letter of demand to the defaulting Party, demanding compliance with such provision and should the defaulting Party, after fourteen (14) days (or such longer periods as may under the circumstances be reasonably necessary) of the date of receipt of such written notice, remain in default, the aggrieved party shall be entitled, without prejudice to any other rights it may have :
- a. to claim specific performance from the defaulting Party and to claim such damages as it may have suffered; or
 - b. to discharge and execute the defaulting Party's obligations on its behalf and to recover the costs and disbursements incurred in respect thereof from that Party; or
 - c. to terminate this Contract and claim such damages as the aggrieved party may have suffered from the defaulting Party."

- 5.10.2 The Department may, without prejudice to any other rights it may have, terminate this Contract by written notice to the Contractor, upon the occurrence of the following events, namely if:
- 1.1 the Contractor fails to adhere to set timeframes, service levels or service standards as determined in the TOR, SLA and/or Project Plan;
 - 1.2 the Contractor, in the opinion of the Department, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract;
 - 1.3 judicial execution is levied on the Contractor's goods and which remains unpaid for 14 days after attachment;
 - 1.4 there has been a material defect, error or failure by the Contractor to comply with applicable laws or rules in the Bid or in the awarding of this Contract which is incapable of rectification and that requires this Contract to be terminated;
 - 1.5 the Contractor, when advised that its proposal has been accepted, has given notice of inability to sign or execute the Contract;
 - 1.6 the Contractor has abandoned its obligations in terms of this Contract. The Contractor has deliberately furnished inaccurate information in its Bid on its previous experience relating to the Services, or any other material information; or
 - 1.7 the Contractor ceases to carry on business as the Contractor of the Service.
- 5.10.3 If negotiations between the Department and the Preferred Service Provider/s fail to conclude the contract, the Department reserves its right not to appoint the Preferred Service Provider/s without incurring any liability to compensate or reimburse the Preferred Service Provider/s.
- 5.10.4 If the Contractor does not complete Services in terms of this Contract by the Completion Date, the Department may view this as a material breach of this Contract and claim specific performance, and/or damages.
- 5.10.5 The Preferred Service Provider may be required to enter into a Service Level Agreement (SLA) before the appointment.
- 5.10.6 The individuals proposed for professional work on the project shall remain on the project unless the Department grants prior permission to change the team composition. Such permission will not be withheld unreasonably.
- 5.10.7 The Department reserves the right to terminate the Agreement if no consensus can be reached on the terms and conditions of a subsequent Service Level Agreement."

Annexure A- Compulsory Questionnaire

Service providers must indicate the category they wish to be placed in as per the scope of work listed in paragraph 3:

Area of expertise		Indicate with a tick next to the category of choice accompanied by supporting documents as listed in paragraphs 1.2 & 1.3 of the terms of reference
1	IPTN Network planning	
2	Taxi and bus industry transition	
3	Intelligent transport systems (ITS)	
4	Universal design and universal access	
5	Non-motorised transport as part of IPTNs (NMT)	
6	Public transport infrastructure value engineering	
7	Integration of public transport services across IPTNS	
8	Financing and funding of public transport in IPTNS	
9	Operations (optimisation of operations) across IPTNS	
10	Passenger surveys, travel survey analysis and database management	
11	Capacity development on IPTNs across the three spheres of government	

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 “Day” means calendar day.
 - 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
 - 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
 - 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the

RSA.

- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such

obligations of the supplier covered under the contract.

- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information; inspection.

- 5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or

analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

- 10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
- 10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

- 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

12. Transportation

- 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

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| 16. Payment | 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC. |
| | 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract. |
| | 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier. |
| | 16.4 Payment will be made in Rand unless otherwise stipulated in SCC. |
| 17. Prices | 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be. |
| 18. Contract amendments | 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned. |
| 19. Assignment | 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent. |
| 20. Subcontracts | 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract. |
| 21. Delays in the supplier's performance | 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract. |
| | 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract. |
| | 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority. |
| | 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the |

supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any

person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which

may be due to him

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

	(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
29. Governing language	29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. Applicable law	30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. Notices	<p>31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice</p> <p>31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.</p>
32. Taxes and duties	<p>32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.</p> <p>32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.</p> <p>32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.</p>
33. National Industrial Participation Programme (NIP)	33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
34 Prohibition of Restrictive practices	<p>34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).</p> <p>34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.</p>

- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.