

PART: A: INVITATION TO BID:

MBD1

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (POLOKWANE MUNICIPALITY)

BID NUMBER:	PM19/2021	CLOSING DATE:	28 JANUARY 2022	CLOSING TIME:	10:00
BID DESCRIPTION	APPOINTMENT OF PANEL OF SERVICE PROVIDERS TO RENDER SERVICES FOR THE LEETO LA POLOKWANE PUBLIC TRANSPORT SERVICE FOR A PERIOD OF THREE (3) YEARS				
TOTAL BID PRICE	QUALITY BASED SELECTION				

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7) or SERVICE LEVEL AGREEMENT OF POLOKWANE MUNICIPALITY.

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (Polokwane Municipality, Civic Centre, corner, Bondenstein and Landdros Mare Street) not later than 10:00 on **28 JANUARY 2022**

An official and compulsory briefing session will not be applicable for this project

The Bid box is generally open 24 hours, 7 days a week.

Completed Bid document, fully priced and signed must be sealed in an envelope marked "Bid number and Bid description"

Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.

Bids documents containing the Conditions of Bid and other requirements in terms of the Supply Chain Management Policy will be downloaded from e-tender Publication Portal at www.etenders.gov.za at no fee.

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					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL NUMBER	-----				

B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<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]
TOTAL NUMBER OF ITEMS OFFERED			
SIGNATURE OF BIDDER	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
MUNICIPALITY	POLOKWANE	CONTACT PERSON	Mr. Ramakgwakgwa David Mr. Russia Chavangu Mr. Pilot Ramothwala
CONTACT PERSON	Mr. K. Mashiane	TELEPHONE NUMBER	015 023 5602 015 290 2068 015 023 2206
TELEPHONE NUMBER	015 023 5148	FACSIMILE NUMBER	N/A
FACSIMILE NUMBER	N/A	E-MAIL ADDRESS	Mokgwahli@polokwane.gov.za russiac@polokwane.gov.za Pilotr@polokwane.gov.za
E-MAIL ADDRESS	kwenaMa@polokwane.gov.za		

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 ONLINE**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
- 2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- 3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?
 YES NO
- 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? YES NO
- 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?

YES NO

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

YES NO

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

YES NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

SCHEDULE OF CONTENTS

BID NOTICE

RESPONSIVENESS AND EVALUATION CRITERIA

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FORM "E"	SPECIAL CONDITIONS OF CONTRACT
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ANNEXURE "A"	EVALUATION PROCESS AND CRITERIA
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MBD 5	DECLARATION FOR PROCUREMENT ABOVE R10 MILLION
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BID NUMBER: PM19/2021 APPOINTMENT OF PANEL OF SERVICE PROVIDERS TO RENDER SERVICES FOR THE LEETO LA POLOKWANE PUBLIC TRANSPORT SERVICE FOR A PERIOD OF THREE (3) YEARS

DIRECTORATE: ROADS & TRANSPORTATION SERVICES DIRECTORATE

Bids are hereby invited for the Appointment of Panel of Service Providers to render services for Leeto La Polokwane Public Transport services for a period of three (3) years

The Council also reserves the right to negotiate further conditions and requirements with the successful bidder.

Bidders should ensure that bids are delivered timorously to the correct address. If the bid is late, it will not be accepted for consideration.

The Municipality shall adjudicate and award bids in accordance with quality based selection. Prospective bidders must accept that the bid will be adjudicated, according to the said legislation. Bids will remain valid for 90 (ninety) days.

N.B: NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE (as defined in Regulation 1 of the Local Government: Municipal supply chain Management Regulations)

**MR. N.R SELEPE
ACTING MUNICIPAL MANAGER
CIVIC CENTRE
LANDDROS MARE STREET
POLOKWANE**

RESPONSIVENESS AND EVALUATION CRITERIA

POLOKWANE MUNICIPALITY WILL CONSIDER NO BID UNLESS ITS MEETS THE FOLLOWING RESPONSIVENESS CRITERIA

- The bid must be properly received in a sealed envelope clearly indicating the description of the service and the bid number for which the bid is submitted.
- The bid must be deposited in the relevant bid box as indicated on the notice of the bid on or before the closing date and time of the bid.
- Bid forms must be completed in full and each page of the bid initialed.
- Submission of a Joint Venture Agreement, where applicable, which has been properly signed by all parties.
- Proof of payment of municipal rates and taxes.
- Complies with the requirements of the bid and technical specifications.
- Registered in the relevant professional body in the specific field
- Adheres to Pricing Instructions.
 - a) Policy, the Preferential Procurement Policy Framework Act, and other applicable legislations.
 - b) The Council reserves the right to accept all, some, or none of the bids submitted – either wholly or in part – and it is not obliged to accept the lowest bid.

By submitting this bid, bidder authorises the Council or its delegate(s) to carry out any investigation deemed necessary to verify the correctness of the statements and documents submitted and that such documents reasonably reflect the ability of the Bidder to provide the goods and services required by the Council.

PLEASE NOTE

The Municipal Manager may reject the bid or quote of any person if that person or any of its directors has:

- a) The person committed a corrupt or fraudulent act during the procurement process or in the execution of the contract, or
- b) An official or other role player committed any corrupt or fraudulent act during the procurement process or in the execution of the contract that benefited that person.
- c) Failed to pay municipal rates and taxes or municipal service charges and such rates, taxes and charges are in arrears for more than three months;
- d) Failed, during the last five years, to perform satisfactorily on a previous contract with the Polokwane Municipality or any other organ of State after written notice was given to that bidder that performance was unsatisfactory;
- e) Abused the supply chain management system of the Municipality or have committed any improper conduct in relation to this system;
- f) Been convicted of fraud or corruption during the past five years;
- g) Willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
- h) Been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No. 12 of 2004) or has been listed on National Treasury's database as a person prohibited from doing business with public sector.

BID NO: PM19/2021

I/We, the undersigned:

- a) Bid to supply and deliver to Polokwane Municipality all or any of the supplies and to render all the articles, goods, materials, services or the like described both in this and the other Scheduled to this Contract;
- b) Agree that we will be bound by the specifications, prices, terms and conditions stipulated in those Schedules attached to this bid document, regarding delivery and execution;
- c) Further agree to be bound by those conditions, set out in Forms, MBD's, SBD's and the Annexures attached hereto, should this bid be accepted in whole or in part;
- d) Confirm that this bid may only be accepted by the Polokwane Municipality by way of a duly authorized Letter of Acceptance; and,
- e) Declare that, the relevant authorized person thereto will initial each page of the bid document and amendments.
- f) Declare that all information provided in respect of the bidder as well as the bid documents submitted are true and correct.
- g) Declare that documentary proof regarding aspects of the bid process or accidental thereto will, when required, be submitted to the satisfaction of the Municipality.

Signed atthis Day of (Year)

Signature of the Bidder: _____

Name of Bidder: _____

Professional Registration No, if any, attach proof)

Address: _____

Date: _____

As Witness: 1. _____

 2. _____

Particular of Sole Proprietors and partners in partnerships

Name	Identity Number	Personal Income Tax Number

(Attach of identity Document, if bidder is a Sole Proprietor and/or partners in partnership)

State in cases where the bidder is a Company, Corporation of Firm by what authority the person signing does so, whether by Articles of Association, Resolution, Power of Attorney or otherwise.

I/We the undersigned am/are authorized to enter into this contract of behalf of:

by virtue of _____

dated _____ a certified copy if which is attached to this bid.

Signature of authorized person: _____

Name of Firm: _____

Postal Address: _____

Date: _____

As witness: 1. _____
2. _____

Please Note:

The prices at which bids are prepared to supply the goods and materials or perform the services must be placed on the column on the Form provided for that purpose.

Failure on the part of the bidder to sign the Form of Bid and initial each page of this bid document will result in a bid being disqualified.

Bank account details of bidder:

Bank: _____

Branch: _____

Branch Code: _____

Accounting Number: _____

Type of Account: _____

PROOF THAT MUNICIPAL ACCOUNT IS PAID IN FULL TO BE ATTACHED (ARRANGEMENTS MADE WITH COUNCIL WILL BE TAKEN INTO CONSIDERATION).

**NOTE: THE AUTHORIZED SIGNATORY MUST SIGN ANY ALTERATIONS TO THE
BIDDER DOCUMENT IN FULL**

**ANY COMPLETION OF THE BIDDER DOCUMENT IN ERASABLE INK WILL NOT BE
ACCEPTED**

BIDDING INFORMATION

Details of person responsible for bidding process

Name _____

Contact number _____

Address of office submitting bid _____

Telephone _____

Fax no _____

E-mail address _____

VAT Registration Number _____

Has a B-BBEE status level verification certificate been submitted? Yes/No

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CC):

A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN NATIONAL
ACCREDITATION SYSTEM (SANAS):

A REGISTERED:

(Tick applicable box)

(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE)

ARE YOU THE ACCREDITED REPRESENTATIVE:

Yes/No

IN SOUTH AFRICA FOR THE GOODS/SERVICES/WORKS OFFERED? (IF YES ENCLOSE PROOF)

AUTHORITY FOR SIGNATORY

Signatories for close corporation and companies shall conform their authority by attaching to this form a duly signed and dated copy of the relevant resolution of their members or their board of directors, as the case may be.

An example for a company is shown below:

“By resolution of the board of directors passed on _____ 20_____

Mr/Ms. _____

Has been duly authorized to sign all documents in connection with the bid for

Contract _____ No _____

And any Contract, which may arise there from on behalf of

Signed on behalf of the company:

In his/her capacity as:

Date: _____

Signature of signatory

As witness: 1. _____

2. _____

GENERAL UNDERTAKINGS BY THE BIDDER

DEFINITION

1. **"Acceptable bid"** means any bid, which in all respects, complies with conditions of bid and specifications as set out in the bid document, including conditions as specified in the Preferential Procurement Regulation (of 2011).
2. **"Chairperson"** means the chairperson of the Polokwane Municipality Bid Adjudication Committee.
3. **"Municipal Manager"** means the Municipal Manager of the Municipality.
4. **Committee"** refers to the Bid Adjudication Committee.

5. **"Council"** refers to Polokwane Municipality.
6. **"Member"** means a member of the Bid Adjudication Committee.
7. **Service providers"** refers to the bidders who have been successful in being awarded Council contracts.
8. **SMMs"**(Small, medium and Micro Enterprises) refers to separate and distinct business entities, including co- operative enterprises and NGOs, managed by one owner or more, as defined in the National Small Business (Act 102 of 1996.
9. **Contract"** refers to legally binding agreement between Polokwane Municipality and the service provider.
10. **Bid** "means a written offer in a prescribed or stipulated form in response to an invitation by the Municipality for the provision of services or goods.
11. **Contractor"** means any natural or legal person whose bid has been accepted by the Council.
12. **"Closing time"** means the date and hour specified in the bid documents for the receipt of bids.
13. **"Order"** means an official written order issued for the supply of goods or the rendering of a service in accordance of the accepted bid or price quotation.
14. **"Written" or "in writing,"** means hand written in ink or any form of mechanical writing in printed form.

INTERPRETATION:

1. In this agreement clause headings are for convenience and shall not be used in its interpretation and, unless the context clearly indicates a contrary intention:
2. An expression which denotes:-
3. Any reference to any statute, regulation or other legislation or official policy shall be a reference to that statute, regulation or other legislation or national policy as at the signature date, and as amended or re-enacted from time to time;
4. When any number of day is prescribed, such shall be reckoned exclusively of the first and inclusively of the last day, unless the last day falls on a day which is not a business day, in which case the last day shall be the next succeeding day which is a business day;
5. Where any term is defined within a particular clause, other than the interpretation clause, that term shall bear the meaning ascribed to it in that clause wherever it is used in this agreement.

I/we hereby tender:

To supply all or any of the supplies and/or to render all or any of the services described in the attached documents {Forms, Schedule(s) and/or Annexure(s) to the Polokwane Municipality.

On the terms and conditions and accordance with the specifications stipulated in the bid documents (and which shall be taken as part of and incorporated into, this bid);

At the prices and on the terms regarding time for delivery and/or execution inserted therein.

I/we agree further that:

The offer herein shall remain binding upon me/us and open for acceptance by the Polokwane Municipality during the validity period indicated and calculated from the closing time of the bid.

This bid and its acceptance shall be subject to the terms and conditions contained in the Forms, Scheduled(s) and/or Annexure(s) attached hereto with which I am /we are fully acquitted.

Notwithstanding anything to the contrary in the Form(s), Schedule(s) and /or Annexure(s) attached hereto:

If I/we withdraw my/our bid within the period for which I/we have agreed that the bid shall remain open for acceptance, or fail to fulfill the contract when called upon to do so, the Polokwane Municipality may, without prejudice to its other rights, agree to the withdrawal of my/our tender or cancel the contract that may have been entered into between me/us and the Municipality;

In such event, I/we will then pay to the Municipality any additional expenses incurred by the Municipality for having either to accept any less favourable bid or, if new bids have to be invited, the additional expenditure incurred by the invitation of new bids and by the subsequent acceptance of any less favourable bid;

The Municipality shall also have the right in these circumstances, to recover such additional expenditure by set-off against monies which may be due or become due to me/us under this or any other bid or contract or against any guarantee or deposit

that may have been furnished by me/us or on my/our behalf for the due fulfillment of this or any other bid or contract;

Pending the ascertainment of the amount of such additional expenditure the Municipality may retain such monies, guarantee or deposit as security for any loss the Municipality may sustain, as determined hereunder, by reason of my/our default.

Any legal proceedings arising from this bid may in all respects be launched or instituted against me/us and if/we hereby

undertake to satisfy fully any sentence or judgment which may be obtained against me/us as a result of such legal proceedings and I/we undertake to pay the Polokwane Municipality legal costs on an attorney and own client;

If my/our bid is accepted that acceptance may be communicate to me/us by letter or facsimiles and that proof of delivery of such acceptance to SA Post Office Ltd or the production of a document confirming that a fax has been sent, shall be treated as delivery to me/us.

The law of the Republic of South Africa shall govern the contract created by the acceptance to this tender.

I/we have satisfied myself/ourselves as to the correctness and validity of this tender, that the price(s) and rate(s) quoted cover all the work/items(s) specified in the tender documents and that the price(s) and rate(s) cover all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations will be at my/our risk.

I/we accept full responsibility for the proper execution and conditions defaulting on me/us under this agreement as the principal(s) liable for the fulfillment of this contract.

I/we declare that I/we have participated /no participated in the submission of any other bid for the supplies/services described in the attached documents. If your answer here is yes, please state the names(s) of the other Bid(s) involved: _____

General Conditions of Contract

1 DEFINITION

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 anything 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 goods 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 component 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 goods 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, component 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 “**Supplier**” means the successful bidder who is awarded the contract to maintain and Administer the required and specified service(s) to the State.

1.26 “**Tort**” means in breach of contract.

1.27 “**Turnkey**” means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.

1.28 “**Written**” or “in writing” means hand-written 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 (excluding professional services related to the building and construction industry), 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 goods, 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 nonrefundable fee for documents may be charged.

3.2 Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.

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 GC 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.

6.2 When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.

7. Performance security

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder 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.

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 goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.

8.3 If there are no inspections 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 goods 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 goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Goods 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 goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods 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 goods, which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods 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 22 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 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, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

10.1 Delivery of the goods and arrangements for shipping and clearance obligations, shall be made by the supplier in accordance with the terms specified in the contract.

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.

12. Transportation

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

13. Incidental Services

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any:

(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, 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.

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 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, 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.

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified.

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.

16.3 Payment will be made in Rand unless otherwise stipulated.

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 or in the purchaser's request for bid validity extension, as the case may be.

18. Variation orders

18.1 In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

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 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 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 goods are required, or the supplier's services are not readily available. 21.4 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 22.2 without the application of penalties.

21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods 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, sum calculated on the delivered price of the delayed goods or unperformed 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 service 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 associate 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 supplier as having no objection and proceed with the restriction.

23.5. Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, 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 purchaser 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. Antidumping 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 supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to goods 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, 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 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 for goods delivered and / or services rendered according to the prescripts of the contract.

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.

31. Notices

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.

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.

32. Taxes and duties

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. 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.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.

32.4 No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

33. Transfer of contracts

33.1 The contractor shall not abandon, transfer, cede assign or sublet a contract or part thereof without the written permission of the purchaser

34. Amendment of contracts

34.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

35. Prohibition of restrictive practices

35.1 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.

35.2 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 section 59 of the Competition Act No 89 Of 1998.

35.3 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.

FORM "D"

GENERAL PROCEDURES

1 General Directives

- 2.1 The following general procedures contained in this document have been laid down by the Council and are applicable to all bids, orders and contracts, unless otherwise approved by the Council prior to the invitation of the bids.
- 2.2 Where applicable, special conditions or procedures are also laid down by the Council to cover specific supplies or services.
- 2.3 Where such special conditions or procedures are in conflict with the general conditions and procedures, the special conditions or procedures shall apply.
- 2.4 The bidder shall satisfy himself/herself with the conditions and circumstances of the bid. By bidding, the bidder shall deem to have satisfied himself/herself as to all the conditions and circumstances of the bid.
- 2.5 Formal contract are concluded with the contractors only where this requirement is stated in the bid invitation.

2.6 All bids with regard to the bidding of a service e.g. materials, cleaning services; professional services, etc. shall be subject to the negotiation of a Service Level agreement between the successful contractor and the Municipality. The acceptance of this Service Level Agreement is subject to the approval by the Council of the Municipality.

2.7 The written acceptance of bid shall be posted to the bidder or contractor concerned by registered or certified mail.

2 Issuing of bid documents

On the date that the advertisement appears in the Municipality's Tender Bulletin, and or media, prospective bidders may request copies of the tender documentation.

The Supply Chain Management Unit will keep a register and potential bidders should sign for receipt of the bid documentation. If a fee is payable, an official receipt must be issued before the bid document is handed to the bidder.

No bid responses from any bidder should be accepted if sent via the Internet, e-mail or fax.

Only the Supply Chain Management Unit will have direct communication between the potential bidders and will facilitate all communication between potential bidders and the Municipality with regard to any advertised bid. No line function staff should be allowed to communicate with potential bidders without the approval by the Manager: Supply Chain Management Unit.

The Supply Chain Management Unit will only consider request for the extension of the closing dates of advertised bid if the postponed date can be advertised in the media used to advertise before the original closing date. The closing time may be postponed only if all potential bidders can be advised of the postponed time, in writing, before the original closing time.

The decision to extend the closing date or time rests with the Manager: Supply Chain Management Unit, who must ensure compliance with all relevant rules and regulations and must confirm prior to the action being taken.

3 Payment of bid documents

Bids documents containing the Conditions of Bid and other requirements in terms of the Supply Chain Management Policy will be downloaded from e-tender Publication Portal at www.etenders.gov.za at no fee.

4 Public Invitation for competitive bids

The following are procedures for the invitation of competitive bids:

4.1 Invitation to prospective providers to submit bids must be by means of a public advertisement in national treasury e-tenders publication portal www.etenders.gov.za, the website of the municipality or any other appropriate ways (which may include an advertisement in the Government Tender Bulletin or newspapers) and

5 Public advertisement must contain the following:

The closure date for the submission of bids, which may not be less than 30 days in the case of transactions over R10 million (Vat included), or which are of a long term nature, or 14 days in any other case, from the date on which the advertisement is placed in a newspaper; subject to (iii) below; and

- 6 Accounting officer may determine a closure date for the submission of bids which is less than the 30 or 14 days requirement, but only if such shorter period can be justified on the grounds of urgency or emergency or any exceptional case where it is impractical or impossible to follow the official procurement process.
- 7 Bids submitted must be sealed.

8 The following information must appear in any advertisement:

- Bid number;
- Description of the requirements;
- The place where the bid documents can be obtained;
- The date, time and venue where site inspection/briefing session will be (if applicable);
- Closing date and time;
- The fee applicable that must be paid before the bid documents will be issued; and
- The name and telephone numbers of the contact person for any enquiries

9 Site meetings of briefing sessions

A fully explanatory site inspection must be conducted before the close of the bids to ensure that the bidders understand the scope of the project and that they can comply with the conditions and requirements.

It should be a condition that prospective bidders attend a site inspection and non-attendance should invalidate a bid, where a site inspection/briefing session is applicable.

10 Handling of bids submitted in response to public invitation

10.1 Closing of bids

All bids will close at **10H00** on a date as stipulated on the advertisement, which must be reflected in the bid document.

Bids are late if they are received at the address indicated in the tender documents after the closing date and time.

A late bid should not be admitted for consideration and where practical should be returned unopened to the bidder accompanied by explanation.

10.2 Opening of bids

Bids are opened in public as soon as possible after the closure in the presence of the Manager: Supply Chain Management or his/her delegate.

The official opening the bids should in each case read out the name of the bidder and the amount of the bid.

The bid should be stamped with the official stamp of the Municipality and endorsed with the signatures of the person opening it and of the person in whose presence it was opened.

Bids should be recorded in a register kept for that purpose.

10.3 Validity Period of the bids

The validity periods should not exceed 90 (ninety) days and is calculated from the date of bid

closure endorsed on the front cover of the bid document.

Should the validity period expires on a Saturday, Sunday or Public holiday, the bid must remain valid and open for acceptance until the closure on the following working date.

10.4 Consideration of bids

- The Council takes all bids duly admitted into consideration.
- The Council reserves the right to accept the lowest or any bid received.
- The decision by the Municipality regarding the awarding of a contract must be final and binding

10.5 Evaluation of bids

The following are criteria against which all bids responses will be evaluated:

11 Compliance with bid conditions;

- Bid submitted on time,
- Bid forms signed and each page initialled
- All essential information provided
- Submission of a Joint Venture Agreement, which has been properly signed by all parties
- Payment of Municipal Fees

12 Meeting technical specifications and comply with bid conditions;

13 Financial ability to execute the contract; and

- (i) The number of points scored for achieving Government's Broad-Based Black Economic Empowerment objectives and points scored for price.
- (ii) Only bidders who are registered in the relevant professional body will be considered. This requirement will remain in force as long as it is a requirement of that specific professional body.
- (iii) The Joint Ventures, all companies, which are part of the joint venture, must be registered with the professional body. The company that meets the requirement of professional body will be considered.

14 Evaluation of bids on functionality and price

14.1 All bids received will be evaluated on functionality and price.

15 The conditions of bid may stipulate that a bidder must score a specified minimum number of points for functionality to qualify for further evaluation.

- I. The number of points scored for achieving Government's Broad-Based Black Economic Empowerment objectives must be calculated separately and must be added to the points scored for price.
- II. Only bid with the highest number of points will be selected.

16 Acceptance of bids

Successful bidders must be notified at least by registered post of the acceptance of their bids, but that acceptance however, will only take effect after completion of the prescribed contract form.

The successful service provider will be required to sign the service level agreement.

Unsuccessful bids should not be returned to bidders, but should be placed on record for audit purposes.

A register or records should be kept of all bids accepted

17 Publication of bids results

The particulars of the successful bidders should be published in the Municipality's Tender Bulletin, website as well as the newspaper on which the bid was advertised.

18 Cancellation and re-invitation of bids

- I. In the event that in the application of the 80/20 preference point system as stipulated in the bid documents, all bids received exceed the estimated Rand Value of R50 000 000.00, the bid invitation must be cancelled. If one or more of the acceptable bid(s) received are within the R50 000 000.00 threshold, all bids received must be evaluated on the 80/20 preference point system
- II. In the event that, in the application of the 90/10 preference point system as stipulated in the bid documents, all bids received are equal to or below R50 000 000.00, the bid must be cancelled. If one or more of the acceptable bid(s) received are above the R50 million threshold, all bids received must be evaluated on the 90/10 preference point system

If a bid was cancelled as indicated above, the correct preference point system must be stipulated in the bid documents of the re-invited bid.

Municipal Manager may, prior to the award of a bid, cancel the bid if:

Due to changed circumstances, there is no longer a need for the services, works or goods requested.

Municipal Manager must ensure that only goods, services or works that are required to fulfil the needs of the institution are procured. Or

Funds are no longer available to cover the total envisaged expenditure.

Municipal Manager must ensure that the budgetary provisions exist prior to inviting bids: or

No acceptable bids are received (If all bids received are rejected, the institution must review the reasons justifying the rejection and consider making revisions to the specific conditions of contract, design and specifications, scope of the contract, or a combination of these, before inviting new bids)

19 Sale and Letting of Asset

The Preferential Procurement Regulations, 2011 is not applicable to the sale and letting of assets

In instances where assets are sold or leased by means of a bidding process, the bid must be awarded to the bid with the highest price.

BID NUMBER: PM19/2021

SPECIAL CONDITIONS OF CONTRACT

1. The Municipality would allocate work to the appointed Service Provider as and when required.
2. A bidder, who would be appointed as a local based company, would not be allowed to claim travel and accommodation when visiting the Municipality (This does not apply when the service provider is expected to do work outside the jurisdiction of Polokwane Municipality and prior authorisation is granted to do such work outside the Municipal jurisdiction).
3. The Service Provider shall develop and implement a quality assurance system related to the relevant workstream which will ensure that the final product meets the requirements of the Employer. Bidders are also required to have and provide proof of Professional Indemnity (PI) Insurance which is sufficient to cover the size of this project (a minimum of R200 000 or 2.5% of the budget allocated per financial year must be provided).
4. The Bidder who is interested in submitting for more than one stream should submit separate Bid documents for each stream selected.

BID NUMBER: PM19/2021

BID SPECIFICATIONS**APPOINTMENT OF PANEL OF SERVICE PROVIDERS TO RENDER SERVICES FOR THE LEETO LA POLOKWANE PUBLIC TRANSPORT SERVICE FOR A PERIOD OF THREE (3) YEARS FOR THE FOLLOWING STREAM****PLEASE SELECT THE STREAM**

No.	WORKSTREAM	(X)
1	<u>WORKSTREAM 1: MARKETING, COMMUNICATION AND STAKEHOLDER RELATIONS</u>	
2	<u>WORSTREAM 2:TAXI INDUSTRY SPECIALIST ADVISOR</u>	
3	<u>WORSTREAM 3:TRANSPORT OPERATIONS AND SYSTEMS PLANNING</u>	
4	<u>WORKSTREAM 4: UNIVERSAL ACCESS SPECIALIST</u>	
5	<u>WORKSTREAM 5:INTELLIGENT TRANSPORT SYSTEM MODELLING</u>	
6	<u>WORKSTREAM 6: BUSINESS & FINANCIAL PLANNING</u>	
7	<u>WORKSTREAM 7: PROJECT MANAGEMENT SERVICES</u>	
8	<u>WORKSTREAM 8:PUBLIC TRANSPORT INFRASTRUCTURE DEVELOPMENT</u>	
9	<u>WORKSTREAM 9: INDEPENDENT FACILITATION</u>	

BID SPECIFICATIONS

1. 1. Background

The objective of the Leeto La Polokwane Integrated Public Transport System is to ensure that all members of the Polokwane community have access to safe, affordable and reliable public transport, to access social, economic and employment opportunities. This will be achieved through:

- Targeted public transport infrastructure interventions including Non-Motorised Transport (NMT) and an improved integrated public transport system,
- Institutional restructuring for increased integration; and
- The transformation of the existing local public transport.

The increased connectivity of an improved integrated public transport network direct economic benefits into the local Polokwane economy, not only by saving passengers time and money but also by making it easier for them to get to the economic centres to find employment and to access social, educational and medical services. Leeto La Polokwane's Marketing, Communication and Stakeholder Management strategies seek to improve the system's visibility, accessibility, patronage, enhance its reputation, and build public awareness of its mandate, services, and impact. To achieve this end, the City of Polokwane requires the support of industry experts in the implementation and rollout of the approved strategy.

2. Purpose of the terms of reference (tor)

The purpose of the TOR is to appoint suitably qualified and experienced service providers to serve on a panel for period of three years.

3. Objectives

The primary objective of this terms of reference (TOR) is to appoint a panel of experienced, expert agencies to support Leeto La Polokwane in executing its marketing, communication, public relations, and stakeholder engagement strategies.

4. Scope of Work

4.1. WORKSTREAM 1: MARKETING, COMMUNICATION AND STAKEHOLDER RELATIONS

4.1.1 Workstream Categories

Category 1: Marketing

To reach a wide range of stakeholders in a meaningful manner, the Leeto La Polokwane Public Transport Service (PTS) requires marketing services that will provide high quality, impactful and cost-effective services that improve the brand profile and position the public transport service as a provider of quality, efficient and affordable public transport service. Leeto La Polokwane aims to gain brand equity through the publicity generated by passengers, partners and stakeholders as per the scope of work below:

- i. Conceptualization and production of advertising material (for television, radio, print, out-of-home, online and social media);
- ii. Media buying and placement.
- iii. Brand activations.
- iv. Digital marketing;
- v. Promotional material;
- vi. Graphic design and branding;
- vii. Copywriting and editing;
- viii. Production and printing;
- ix. Creation and conceptualising of digital campaigns; and
- x. Graphic design and animation
- xi. Photography and videography
- xii. Development of image and promotional videos library
- xiii. Brand audits and measurement
- xiv. Post-campaign/impact analysis reports

Category 2: Event Planning and Management

The Leeto La Polokwane wishes to appoint credible event planning and management service providers with a national footprint and credible stakeholder databases to host events that vary in size, frequency, and location as per the scope of work below:

- i. Selected internal events
- ii. Conferences and exhibitions
- iii. Roadshows
- iv. Corporate functions
- v. Banqueting and catering coordination

- vi. Virtual and hybrid events
- vii. Seminars and Webinars.
- viii. Speechwriting
- ix. Event design, coordination and management.
- x. Conference content planning and programme development
- xi. Venue sourcing
 - i. Strategic event marketing
 - ii. Invitations and RSVP handling
 - iii. Event accreditation
 - iv. Entertainment sourcing
 - v. Technical event production (audiovisual, lighting, sound engineering, staging and décor)
 - vi. Photography and videography
 - vii. Secretariat services
 - viii. Event safety and security

Category 3: Communication and Public Relations services

Through the implementation of a concerted public relations programme, the City of Polokwane wishes to take the reins of setting the agenda for communication and to build positive relations between the public transport service and the media as a key stakeholder group to manage the image and reputation. The scope of work is as follows:

- i. Strategy development
- ii. Media monitoring and evaluation
- iii. Media liaison services
- iv. Dissemination of press releases
- v. Development and packaging of press kits
- vi. Securing interviews
- vii. Planning press conferences and media tours
- viii. Media database management
- ix. Identification of media publicity opportunities
- x. Reputation management and crisis communication
- xi. Media and social media training for staff and key representatives
- xii. Provide survey services
- xiii. Social media campaigns and customer engagement
- xiv. Search engine optimization
- xv. Digital newsletters and blogs
- xvi. Corporate messaging campaigns

Category 4: Stakeholder Engagement

Update the existing stakeholder management plan as and when required with special focus on the following internal and external stakeholders:

- i. City officials
 - ii. District officials
 - iii. Other government entities (Provincial or
 - iv. National government departments and officials)
 - v. Traffic police
 - vi. Public transport users
 - vii. Special groups of public transport users (Physically disabled, students, women, etc.)
 - i. Car and motorcycle users
 - ii. Existing formal and informal public transport operators
 - iii. Media
 - iv. Business trade associations
 - v. Business owners
 - vi. Land and property owners
 - vii. Environmental organizations
 - viii. Community organizations
 - ix. General public
- Develop key messages and information material for key stakeholders
 - Update the mediums by which these messages are best disseminated to the stakeholders (e.g. Seminars, one-on-one sessions, community sessions, brochures, videos, newspaper editorials, newspaper and magazine advertisements, radio, television, etc.)
 - Update a Communications Plan based on the findings of the above.
 - Stakeholder engagement processes to consult, inform and seek buy-in from relevant stakeholders affected by Leeto la Polokwane activities and plans.
 - Identify communities and businesses affected by the footprint of the project
 - Workshop the content, plan and arrange the public participation processes with City officials
 - Produce Power-point presentations on the system for the public sessions
 - Produce and print brochures on the system for the public sessions as and when required
 - Plan, organize and implement stakeholder engagement activities as and when required taking into consideration all the project interdependencies
 - Record the meeting minutes of the public participation sessions
 - Provide a summary report on the outcome of the stakeholder engagement sessions

Category 5: System branding

- Design and produce marketing related materials upon request according to the approved CI Manual with special attention on:
 - System name
 - Logo
 - Tag-line
 - Pantone colours and font
- Workshop various branding options with City officials and assist the city in deciding the choice of brand.

Category 6: Simulation video

- Develop a 10 to 15-minutes system video with City officials
- Develop a script for the video, which will likely include the following elements:
 - Overview of current public transport conditions in the city
 - Interviews with current public transport users
 - Description of the features of the new system
 - Message from political leadership
 - 3D animation of new system
 - Produce short educational videos as and when required.
 - Provide 200 DVD copies of the video to the city

Category 7: Customer service plan

- Assist the City to implement the customer relationship management policy and strategy
- Conduct Customer satisfaction surveys
- Identify the most likely queries to be posed by members of the public
- Develop a set of Frequently asked Questions and Answers (FAQs), which will be placed on Leeto La Polokwane Digital Platforms.

- Assist in the management of the Leeto La Polokwane mobile application
- Assist in managing the chat systems on the website and the mobile application

Category 8: System Uniform

- Update uniform designs for all Leeto la Polokwane personnel (all operations uniform categories) and workshop the options with City Officials.
- Provide a completed sample of the chosen design for each uniform
- Produce a technical specification for the uniforms (style, colours, materials,etc.), which will be provided to the contracted Vehicle Operator Companies and the Station Services Company.
- Develop the uniform policy

4.1.2 Workstream Deliverables

Implementation of the approved integrated marketing communication strategy, implementation of necessary updates of the plans followed by a process of monitoring and evaluating the effectiveness of the strategy. The expected deliverables are professional, high-quality marketing, communication, stakeholder relations management, event and public relations services and products delivered on time.

The Taxi Industry Specialist Advisory (TISA) will provide assistance to the industry throughout the entire industry transition process and the negotiations.

Professional team

1. Project Leader
2. Communication / Public Relations Specialist
3. Writer / Editor
4. Stakeholder Engagement / Customer Relationship Management
5. Digital Marketer / Social Media Specialist
6. Information Technology Specialist (Programmer)
7. Graphics Designer
8. Photographer / Videographer

1. The following knowledge, skills and personal attributes are a minimum requirement for the **Project Leader:**
 - A minimum of a Master's degree in Business Administration, Commerce, Communication or Equivalent. A Master's Degree in Transport related studies will be an added advantage. Strong consumer and product awareness
 - Good organizational and planning skills
 - Excellent written and verbal communication

- The ability to work on multiple projects at one time
- The ability to work under pressure and to deadlines
- Good attention to detail and accuracy
- Strong IT skills
- Good knowledge of marketing techniques
- Self-motivated
- The ability to be a team player
- Creativity and problem-solving skills

2. The following knowledge, skills and personal attributes are a minimum requirement for the **Marketing Specialist:**

- BSc/BA in marketing, communications or equivalent
- Proven experience as marketing specialist or similar role
- Thorough understanding of marketing elements (including traditional and digital marketing and market research methods)
- Demonstrable experience in marketing data analytics and tools
- Well-organized and detail oriented
- Exceptional communication and writing skills
- Commercial awareness partnered with a creative mind
- Multi-tasking and time-management skills, with the ability to prioritize tasks.
- Creative, Innovative, Independent, Self-Starter and Adaptable
- Knowledge of Media Channels, development and implementation of marketing Strategies
- Client Relationship Management

3. The following knowledge, skills and personal attributes are a minimum requirement for the **Communication / Public Relations Specialist**

- A minimum of a Bachelor's Degree in marketing, communication, public relations, or related qualifications. Understanding of relevant public transport requirements and proven experience of at least 5 years' Experience handling a press conference.
- Excellent written and verbal communication skills.
- Ability to pitch to the media.
- Knowledge of consumer marketing.
- An ability to work on big strategy plans as well as day-to-day tasks.
- Ability to think both creatively and strategically.
- Ability to run PR campaigns that deliver measurable results and meet objectives.
- Deadline-oriented, inquisitive, with great follow-up and reporting skills.
- Creativity in securing coverage and buzz with traditional outlets.
- Understanding of social media and solid experience managing corporate social media accounts.

- Project and budget management skills.
- Responds well under pressure with strict time limit.

4. The following knowledge, skills and personal attributes are a minimum requirement for the **Writer / Editor**

- Bachelor's degree in Journalism, Communication or English
- Strong writing and proofreading skills
- Experience with content management systems
- Experience with speech writing in a political environment
- Great attention to detail
- Strong interpersonal skills
- Ability to accept constructive feedback
- Conceptual creative abilities
- Ability to create and tell stories

5. The following knowledge, skills and personal attributes are a minimum requirement for the **Stakeholder Engagement / Customer Relationship Management**

- Significant experience of managing engagement with one or more of the stakeholder cohorts in local government
- Appreciation of the infrastructure-related political environment
- Experience in developing and successfully implementing stakeholder engagement plans
- A clear understanding of issues pertaining to project development and preferably familiarity with the requirements of authorisation processes
- Proven ability to work and multi-task under pressure, respond quickly to changing situations in complex project environments, prepare responses/narrative quickly and clearly and use personal initiative
- Good interpersonal and networking skills, highly articulate team player
- Strong project management and people management skills
- Familiarity with using various CRM systems essential
- High degree of accuracy in executing work
- Ability to schedule work and deliver to tight deadlines
- Ability to communicate in 2 or more of the local languages
- Broader project communications experience

6. The following knowledge, skills and personal attributes are a minimum requirement for the **Digital Marketer / Social Media Specialist**

- BA Degree or diploma in marketing, digital marketing, graphic design, communication, social media management, business management or related qualification
- 3 years of experience in digital marketing
- Deep understanding of digital marketing and digital production.

- Proven experience delivering effective and innovative digital campaigns.
- Proven experience delivering a variety of digital assets, including rich media online ads, micro sites, and social media applications.
- Experience managing successful social media campaigns, and a solid understanding of social marketing.
- Solid understanding of web metrics, digital analytics, with the ability to generate, analyse and interpret data.
- Must be able to work under constant deadline pressure and manage multiple projects across multiple lines of business.
- Strong management skills, excellent oral and written communication skills.
- Experience delivering digital campaigns for mainstream products and services

7. The following knowledge, skills and personal attributes are a minimum requirement for the **Information Technology Programmer**

- BA Degree or National Diploma in IT, Information Management, Programming or related qualifications
- Manage and maintain the Website, Mobile Application and other digital Customer Communication platforms
- Review diagnostics and assess the functionality and efficiency of systems
- Implement security measures
- Monitor security certificates and company compliance of requirements
- Proficiency with programming languages
- Ability to learn concepts and apply them to other problems
- Problem solving capability
- Ability to pay attention to detail

8. **Graphic Designer**

- BA Degree, National Diploma or Diploma in Graphic Design, Interior Design, or related qualifications
- Managing client proposals from typesetting through to design, print and production
- working with clients, briefing and advising them with regard to design style, format, print production and timescales
- developing concepts, graphics and layouts for product illustrations, company logos, marketing materials and websites
- Preparing rough drafts of material based on an agreed brief
- Reviewing final layouts and suggesting improvements if required
- Excellent IT skills, especially with design and photo-editing software
- Exceptional creativity and innovation
- Excellent time management and organisational skills
- Accuracy and attention to detail
- An understanding of the latest trends and their role within the public transportation environment.

9. Photographer / Videographer

- BA Degree, National Diploma, Diploma or certificate in Photography, Videography, or related qualifications
- Min 5 years' experience in photography and videography
- Manual skill, physical mobility, and some physical strength/stamina
- Bravery to get the camera shot in any situation
- Creativity and attention to detail
- Ability to work under deadline pressure
- Time management
- Ability to capture snippets of film and be able to edit it into a cohesive story
- Flexibility and good listening skills
- Energy and determination
- Technical acumen to be able to operate, configure, set up, and fix video, audio, lighting, or other production equipment
- Must know computerized tape editing software and equipment
- Understanding of post-production techniques
- Can work in a variety of digital venues with software to edit and finish film work
- Must be passionate about photography and videography

4.2 WORKSTREAM 2: TAXI INDUSTRY SPECIALIST ADVISOR

The Taxi Industry Specialist Advisory (TISA) will provide assistance to the industry throughout the entire industry transition process and the negotiations.

Activity Description

The TISA will be responsible for:

Planning co- ordination

- Providing coordination for all aspects within the work stream,
- Providing the liaison between the industry and the relevant stakeholders.

Industry Support

- Providing capacity building to the taxi industry, determining the affected operators,
- Develop communication structures for the taxi industry, Conduct the trust building process amongst taxi and non- taxi role-players,
- Develop the taxi industry status quo,
- Providing an appropriate understanding of the proposed Polokwane BRT System to the taxi industry,

- Supporting the taxi industry in the signing of Memorandums of Understanding/ Agreement, Supporting the taxi industry in developing a negotiation strategy,
- Facilitating payment of compensation to the industry representatives for their participation in the relevant sessions.
- Providing technical support on the strategy on how the industry can benefit from available value chain opportunities.

The Taxi Industry Specialist Advisory (TISA) will provide assistance to the industry throughout the entire industry transition process and the negotiations.

Professional team

1. Chief Technical Advisor
2. Technical Advisor: Public Transport Specialist/Planner
3. Technical Advisor: Financial Accounting / Modelling and Business Structuring
4. Technical Advisor: Legal and Contract Services

4. The following knowledge, skills and personal attributes are a minimum requirement for the **Chief Technical Advisor:**

- A minimum of a Master's degree in Business Administration, Public Management, or Equivalent. A Master's Degree in Transport related studies will be an added advantage.
- In depth knowledge of public transport operations (Taxi industry operations/ Bus operations)
- In depth knowledge of Public Participation Processes within the Municipal context
- In depth knowledge of local taxi industry dynamics and sound conflict management skills
- Strong Negotiating and Technical Report Writing skills
- Ability to communicate to different social dynamics group.
- In depth knowledge of public services regulatory framework in particular local government.
- Must have at least 10 years proven experience of working with the Taxi industry

5. The following knowledge, skills and personal attributes are a minimum requirement for the **Technical Advisor: Public Transport Specialist/Planner**

- A minimum of Degree in Transport Planning/Engineering/Transport Economics/ Transport Management or Bachelor of Science in Transportation Planning
- Understanding of relevant public transport requirements and proven experience of at least 5 years
- Be able to apply relevant transport legislation in terms of the implementation of the BRT

- Knowledge of Non-Motorised Transport
 - Assist with the identification of routes to impacted by next phase of PIRPTS and undertake a route reduction process on number of vehicles to be removed
 - Provide technical input into relevant methodologies for execution of surveys to be conducted
 - Provide technical inputs into integration of other public transport modes with the BRT
 - Technically advise the Industry on the Operational Plans and the review thereof.
 - Technically advise the industry on the outcome of the operator's data collected and collection.
 - Technically advise ETI on the transport demand model input and output
- 3** The following knowledge, skills and personal attributes are a minimum requirement for the **Technical Advisor: Financial Accounting / Modelling and Business Structuring**
- A Minimum of a Bachelor of Commerce in Accounting or Equivalent degree and 5 years relevant experience
 - Undertake cost/ benefit analysis on an as and when required basis
 - In depth knowledge of financial modelling
 - Explain and/or outline the BRT financial model to the industry including the input parameters
 - Technical advice ETI on the financial plan's compliance with the MFMA and other municipal financial regulations.
 - Experience in the calculation of Rate/ km
 - Advise on funding model and agreements in relation to servicing the funding/loan/s.
 - Advise on establishing and or running of the relevant shareholding structures.
 - In depth knowledge on the calculation of compensation and the process to be undertaken to determine compensation values
 - Development of the Prospectus for the VOC
 - Provide technical advice to the industry in terms of taxation related matters.
 - Advise the Industry on best model for shareholding allocation
- 4.** The following knowledge, skills and personal attributes are a minimum requirement for the **Technical Advisor : Legal and Contract Services:**
- A Minimum of a Bachelor of Laws (LLB) and 5 years relevant experience
 - Admitted Attorney in South Africa
 - In depth knowledge of relevant Transport Legislation governing Public Transports
 - In depth knowledge of relevant Legislation which governs Polokwane Municipality
 - Advise the Industry on legal and contractual matters related to the Project.
Technically advise the industry on legal documents related to contractual operation and compliance.
 - Technically review all legal contracts pertaining to the industry
 - Assist the Industry with the identification of Value Chain Opportunities

- Drafting of reports.
- Taxation related matters.

Activity Description

The TISA will be responsible for:

Planning co- ordination

- Providing coordination for all aspects within the work stream,
- Providing the liaison between the industry and the relevant stakeholders.

Industry Support

- Further information sharing and building understanding of the details of the Phases to be negotiated.
- Determine which routes are affected and thus which Operators are eligible to become shareholders and will be eligible for compensation
- Providing capacity building to the taxi industry, determining the affected operators,
- Develop communication structures for the taxi industry, Conduct the trust building process amongst taxi and non- taxi role-players,
- Develop the taxi industry status quo,
- Provide background to the relevant legislation in terms of the implementation of the PIRPTS
- Providing an appropriate understanding of the proposed Polokwane BRT System to the taxi industry,
- Review of survey methodologies and obtain Industry buy- in
- Supporting the taxi industry in developing a Negotiation Strategy and compensation formula
- Supporting the taxi industry in the signing of Memorandum of Agreement (MOA),
- Supporting the taxi industry in developing a Negotiation Strategy and compensation formula
- Facilitating payment of compensation to the industry representatives for their participation in the relevant sessions as per the MOA
- Providing technical support on the strategy on how the industry can benefit from available value chain opportunities.
- Assist with the development of methodologies and sign off
- Assist with the planning, coordination with the execution of relevant surveys to be conducted

4.3 WORKSTREAM 3: TRANSPORT OPERATIONS AND SYSTEMS PLANNING

KEY PROFESSIONAL TEAM

- Workstream Leader
- Financial Modelling Specialist
- Senior IPTN Planning (Operational Analysis)
- Vehicle Specification Specialist
- Fare System Specialist
- Control Centre/ITS Specialist
- NMT Specialist
- Transport Economist
- Transport Planner

The following knowledge, skills and personal attributes are a minimum requirement for the Project Leader:

KNOWLEDGE

- Minimum of a Master's degree in Transportation Engineering or Equivalent.
- Must be registered with a suitable Professional body in the built environment
- Must have a minimum of 10 years of relevant transportation and traffic engineering experience.
- In depth knowledge of transport Operations / transport modelling
- Knowledge of Non-Motorized Transport planning and implementation.
- In depth knowledge of road network planning and design.

SKILLS

- The ability to plan, organize and coordinate large scale and complex processes.

- The ability to lead multi-disciplinary teams.
- Excellent verbal and written communication skills.
- Conflict management.
- The ability to maintain focus, ensure performance and deliver results within a positive work culture; and
- The ability to work with relevant programme and project management information

PERSONAL ATTRIBUTES

- Assertive;
- A task/goal and 'bigger picture' oriented person;
- Team builder and leader;
- Participative leader and motivator;
- Natural conciliator.
- Problem solver; and
- Excellent verbal and written communicator

ACTIVITY DESCRIPTION

TRANSPORT PLANNING

- Provide specialist input to the review and updating of the Technical Operational Plan (TOP), Parking and Freight Movement plan, Safety and Security, implementation of the CITP.
- Provide comprehensive analysis of Leeto la Polokwane phase 1A
- Provide a benchmark in terms of the processes unfolding in other cities on similar IPTN Systems
- Provide Closeout report for each financial year
- Provide guidance on funding applications.
- Define, implement and Co-ordinate all the activities of each area within the Technical Operational Plan. Report on progress to City officials and the other planning teams.
- Align all Transport sector plans
- Align Transport plans with Spatial Development Framework (SDF)
- Provide regular project updates through presentations and summary reports.
- Provide a 50% weekday presence at the offices of the City's project team or the offices of the Project Management team.
- Provide timeline in formation and Gantt charts to the Project Management team.
- Provide risk assessment inputs to the Project Management team.
- CITP & IRT Strategy
- Coordinate the preparation and updating of Transport sector plan (CITP, IPTN etc)
- The sector plans should take into account the short-, medium- and long-term transportation needs of the entire city of Polokwane and the relevant surrounding areas.
- Produce the financial costs of the system in terms of the Capital Expenditure required
 - Costs associated with the Vehicle Fleet
 - Costs associated with the Control Centre
 - Costs associated with the Stations

- Costs associated with the required Infrastructure

TRANSPORT OPERATIONS

- Monitoring, review and update of Bus Timetables.
- Bus deployment and scheduling
- Route Network analysis
- Monitoring of VOC on all operational matters
- Define the key operational characteristics of the stations in order to provide inputs for the Infrastructure Design team:
 - Number of platforms / stopping bays for each station
 - Number of routes utilizing each platform / stopping bay
 - Floor space size of station
 - Ticket selling points and location
 - Access ramp length
 - Number of turnstiles
 - Number of platforms / stopping bays for each station
 - Number of routes utilizing each platform / stopping bay
 - Floor space size of station
 - Kiosk size
- Produce a draft Operations Plan based on the definition of the above characteristics.
- Produce a final Operations Plan after reviewing comments and revisions from the City.

VEHICLE PROCUREMENT AND MAINTENANCE

- Develop vehicle specifications, tenders, and contracts
 - Tendering procedures
 - Returnable schedules
 - Contract
 - Pricing sheet
 - Technical specifications
 - Annexures
- Develop maintenance schedules and specification
- Driver training programme
- Maintenance training programme
- Warranty provision
- List of spare parts (initial year of spare parts)
- List of required tools, software, and diagnostic equipment
- Supply of vehicle manuals and instructions
- Vehicle approval process and vehicle homologation/ licensing
- Performance documentation

FARE SYSTEM SPECIFICATION, TENDER, AND CONTRACT

- Workshop with City officials the development of the fare system technical specifications.
- Develop detailed fare system specifications including the following components:
 - Specification introduction (background, design principles, open standards for fare system, payment media, fare regime structure, tariff levels)
 - Technical requirements (software requirements, hardware requirements, functional requirements, integration requirements)
 - Specification summary
 - Issuance sub-system
 - Top-up sub-system
 - Fare payment sub-system
 - Portable validators
 - Feeder vehicle fare systems (fare validator unit, fare cash box)
 - Central information sub-system (functional requirements, technical requirements, reporting requirements, operational requirements, data storage and back-up requirements, ITS interface) Web sub-system
 - Communications sub-system
- Develop the following additional sections for specification:
 - Management of system
 - Warranty provision
 - List of spare parts (initial year of spare parts)
 - List of any required tools, software, and diagnostic equipment
 - Supply of manuals and instructions
 - System testing and commissioning process
 - System approval process

SAFETY AND SECURITY PLAN

- Review and update Safety and Security Plan
- Implement the Safety and Security plan

BUS OPERATIONS

- Planning and operations of bus routes for Leeto la Polokwane phases
- Develop and implement timetables, dispatching
- Control centre management
- Oversee Control Centre operations

NON-MOTORIZED TRANSPORT (NMT) INTEGRATION

- Conduct an audit of pedestrian conditions within at least a 500-meter radius of each trunk station
- Conduct an audit of pedestrian conditions within at least a 300-meter radius of each feeder station
- Develop design and corrective recommendations to improve pedestrian access to trunk and feeder stations, including, where appropriate, street lighting, pavement upgrades, street furniture, and CCTV cameras.
- Provide a summary report on the design recommendations for pedestrian access to stations

- Conduct a conceptual sitting and design of bicycle parking facilities at trunk stations
- Develop a bike way plan that connects major origins and destinations to the public transport system; plan shall consist of the recommended bike way alignments and analyze the type of bike way by area (i.e. fully segregated bike way, on-street bike lane, etc.)
- Provide a summary report on bicycle parking facilities and bike way development including Park and ride
- Develop an analysis on the sitting of bicycle rental facilities at major stations
- Develop a conceptual design of a bicycle rental facility
- Provide a summary report on bicycle rental facilities
- Develop an analysis on the sitting of pedicabs integration facilities at key trunk stations
- Develop a conceptual design of a pedicabs integration facility.
- Provide a summary report on pedicabs integration facilities
- Provide a business plan for the integrated operation of pedicabs services in conjunction with the public transport system

5. WORKSTREAM 4: UNIVERSAL ACCESS SPECIALIST

The National Land Transport Act defines special needs passengers as ‘special categories of passengers.’ These are:

People with disabilities: defined in the Act as *‘people whose mobility is restricted by temporary or permanent physical or mental disability, the blind or partially-sighted and the deaf or hard of hearing’*.

Environmental provision, assistance, adapted technologies and safety requirements may be necessary. This category includes the very young and is therefore a broader definition than most other definitions of disability.

The aged: elderly people, who are more likely to have access needs which limit their ability to use public transport vehicles as they are currently designed. People over the age of 55 usually fall in this category.

Pregnant women and those who are limited in their movements by children: women in their last three months of pregnancy and women with small children also have access needs that public transport systems need to cater for.

The Accessible Public Transport Strategy contributes the following further categories:

Life cycle passengers: these are customers who have additional transport needs by virtue of the fact that they happen to be in a particular stage of the human life cycle. Examples include children

between 5 to 14 years old for whom transport is particularly unsafe, or who need assistance (either environmental or from personnel) when using the transport system.

Signage passengers: these are customers who for reasons of illiteracy, age or lack of familiarity with the language of the signage are unable to access enough information to use the transport system effectively.

Whilst not formally contemplated in any current Departmental document, it is important to note that the following two categories of passengers also have special needs:

Female passengers: whilst safety and security affects all passenger groups and both genders, it should be noted that female passengers are particularly at risk of crime and abuse.

Load carrying passengers: people carrying bags, luggage, or goods of a size that means that they benefit from accessibility features. In the South African context this category is quite important to the low-income community. People travelling with bicycles are generally also included in this category.

THE ROLE OF THE UNIVERSAL ACCESS CONSULTANT IN TRANSPORT PROJECTS

Access consultants have qualifications, skill experience and expertise in universal design. An access consultant advises on how the requirements of people with disabilities can be incorporated into the design and management of the built environment and transport systems. A qualification in universal design includes but is not limited to a thorough knowledge of disability equality issues, user need related legislation, universal and inclusive design, and their application to planning, design, construction and management of the built environment.

In transport, their input relates to the various stages of the travel chain. The travel chain is the passenger journey that passengers make from the point of origin to destination.

WHAT QUALIFICATIONS SHOULD AN ACCESS CONSULTANT HAVE?

Access consultants come from a variety of backgrounds. Occupational therapy, ergonomics architecture, engineering, urban design or occupational health are relevant to universal design but are not sufficient in themselves to provide the required knowledge or experience to practice as an access consultant.

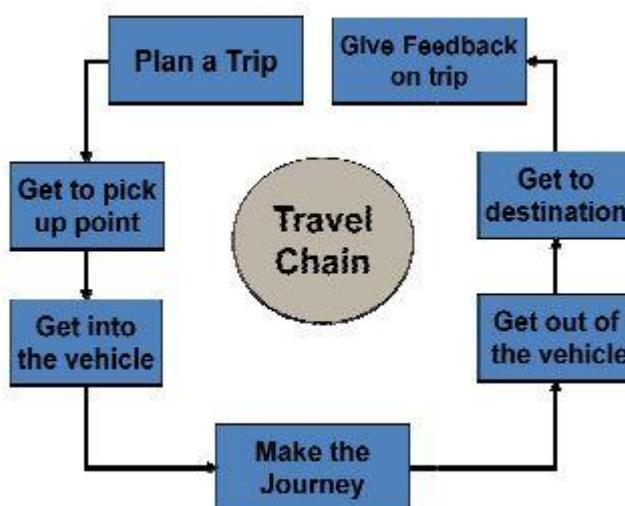
People with disabilities with personal experience of disability are experts in their own requirements, however, may not have knowledge of other disabilities, or of other key areas.

Any of the above-mentioned practitioners do not automatically have the knowledge and skill to undertake access audits, appraisals and other related assessments, which are the standard tools of the access consultant. Given that there are no qualifications in universal design in South Africa at present, it is important to evaluate a practitioner's experience and knowledge to establish whether they are able to provide what is required. (The national Department of Transport provides the names of professionals who have both qualifications and experience for use on public transport projects.

The list is not exclusive. Contact names and CV's of those who are interested in joining can be put forward for an interview with the Department).

THE TRAVEL CHAIN

The travel chain is described in the Accessible Public Transport Strategy and Action Plan as follows:



This requires universal access in terms of:

- Transport planning
- Operational context
- Marketing and communications
- Customer care
- Fare system
- Passenger information
- Infrastructure
- Vehicles

THE ROLE OF THE ACCESS CONSULTANT

An access consultant should be appointed at municipal level with a brief to address special needs passenger issues in the following way:

- To develop and update the universal access design plan as part of the operational plan
- To provide contextual knowledge and advice in the areas (A) to (H)
- To carry out research, appraisals, audits and other assessments at key points during the development of the transport system
- Finally, the access consultant appointed at municipal level will reconcile national policy and standards with local conditions, with support from the national Department of Transport where

relation to infrastructure (G). Bullet points have been to illustrate the role of the Universal Access consultant in these areas, and further information on this will follow. Copyright of all project documentation and ownership of it lies with the National Department of Transport, shall be made available to and shall be provided to them via the access appropriate.

This paper will deal mainly with the appointment of the access consultant at municipal level in consultant.

A. TRANSPORT PLANNING

- Any specific areas of concern from discussions with the route planners, relating to local need or circumstances.
- Integrated network
- Integrated transfer between different modes
- How the new system will link with the existing systems
- How the System fits in with the local IDP
- Any specific areas of concern from discussions with the route planners, relating to local need or circumstances

B. OPERATIONAL CONTEXT

- Local licensing arrangements that will impact on universal access
- Training of Municipality staff
- Handing over of project to Municipality staff personnel

C. MARKETING AND COMMUNICATIONS

- Locating special needs markets
- Use of media and social networks to engage with special needs passengers
- Use of disability networks and NGO's to market the system
- Advising on the key methods of attracting special needs passengers, location and availability of tickets
- Undertaking research related to travel issues of special needs passengers

D. CUSTOMER CARE

- Advising on training courses on customer care for special needs passengers
- Running courses on customer care for special needs passengers. This can include disability awareness training, or advising on the commissioning of it

- Advising on methods to develop and capture feedback from special needs passengers on their journey experiences
- Research into the views of special needs passengers on their treatment during journeys

E. FARE SYSTEM

- Advising on suitable methods for issuing and collecting fares for special needs passengers
- Research into problems for special needs passengers with existing methods
- Advising on the role of the locally universally accessible transport system with systems designed to meet the needs of a specific special needs passenger group, for example Dial-a-Ride.
- Advising on policy issues at local level such as the accommodation of wheelchairs, additional baggage and bicycles

F. PASSENGER INFORMATION AND WAYFINDING

- Advising on ways in which special needs passengers can access information on the travel chain and the standards that should be used to develop passenger information and material, both hardcopy and IT-related.
- Advising on the use of networks for the distribution of passenger information
- Signage and communication systems, whether audible, visual and tactile

G. INFRASTRUCTURE

The Building Regulations and Building Standards Act 1997 (as amended in 2008) require that there is a responsibility for a competent person (environmental access) to sign off on environmental access issues. Further details are provided under 3.1.

H. VEHICLES

- Correlation of the local specification against national norms and standards
- Monitoring dwell time for SNP
- Monitoring changes in driver behavior that affect the gap minimization
- Minimizing the gap between the vehicle and the platform, level boarding is achieved and the platform/vehicle interface is usable with maximum ease.

The tools of an access consultant in infrastructure projects

Definition of universal design

Universal design” means the design of products, environments, programmes and services to be usable by all people, to the greatest extent possible, without the need for adaptation or specialized design. “Universal design” shall not exclude assistive devices for particular groups of persons with disabilities where this is needed. Universal design uses the following design principles:

- Equitable use
- Flexibility in use
- Simple and intuitive
- Perceptible information
- Tolerance for error
- Low physical effort
- Size and space for approach and use

Various terms are used in connection with universal access, depending on the scope of the user group covered. Universal access includes environmental access and access for people with disabilities. Using universal access as an approach to overcoming environmental barriers is a requirement of the United Nations Convention on the Rights of People with Disabilities, to which South Africa is a signatory.

ACCESS APPRAISAL

An access appraisal is an assessment of universal design provisions included in the plans of a site or building. The assessment may be carried out during the concept design and design development stage. The purpose of the access appraisal is to identify barriers in the design and to highlight potential problems. It is far easier and cheaper to rectify barriers and potential barriers for special needs passengers during the design stages than later on during the design process.

The plans are examined against a predetermined set of criteria. These criteria include user need (in relation to the user characteristics of people with and without disabilities who have access needs), universal design, and accounting for the safe, comfortable and convenient use of the environment by those predetermined user groups.

The appraisal will mainly cover space and circulation issues, site and building orientation and wayfinding. Certain considerations, such as colour and luminance contrast, cannot be established at this stage. However, the access consultant is responsible for ensuring that such other elements are covered during the later stages of the design processes.

ACCESS AUDIT

An access audit is a type of assessment carried out by the access consultant that examines universal access at the time the audit was carried out of the built, transport, urban or rural environment. The audit takes place against the same predetermined set of criteria as an access appraisal. The audit must cover the following functional areas of an environment: external areas, orientation and

wayfinding, vertical circulation, horizontal circulation, communication facilities, evacuation and general services (lighting, colour and luminance contrast and acoustics)

PRINCIPLE INFRASTRUCTURE ELEMENTS OF IRPTN SYSTEM

In relation to the principle infrastructure elements of a IRPTN system, the access consultant will provide advice and assessment on the aspects outlined above, including:

- **BRT Stations:** pedestrian access, passenger safety to access the median, access control
Site/Platforms: platform layout and issues on minimizing or removing the gap between the pavement and the vehicle. A safe and secure travel environment, building, platform orientation and wayfinding, platform access and egress, landscaping and street furniture
- **Structure:** functional use, entrance and exit control, ticket area, passenger control to the platform, purchase of tickets on the platform, WC and platform facilities that include special needs passengers
Safety and security: for passengers and vehicles
- **Comprehensive wayfinding and signage:** that follows the principles of universal design, which is integrated into corporate signage and branding
- **Fare collection:** vending machines and other means of issuing tickets, prevention of evasion
Pedestrian flow: access control, egress issues related to access control for special needs passengers, entry gates, ramps and stairs
- **ITS:** universally accessible Intelligent Transport Systems.
- **Feeder routes:** shelter design, location and access to them. Access onto vehicles
- **Other buildings:** for example offices and control rooms
- **Design requirements:** ensuring that other design decisions do not compromise universal access, and that reconciliation is achieved between other architectural considerations, such as green buildings and the perception that something that is not universally accessible is more aesthetic.

(Note that there is a strong correlation between sustainability and universal access. Modifying the built environment once constructed because it does not meet the functional requirements of users, is costly and not sustainable. There is no conflict in this area).

THE RELATIONSHIP OF THE ACCESS CONSULTANT TO THE PROFESSIONAL TEAMS

The access consultant will work with the principal agent and lead consultant for the multi-disciplinary team. The architectural team may be different from the engineering team. If this is the case, it is important that the same access consultant works with both teams to ensure consistency across disciplines. This is to ensure consistency of universal access in the experiences of special needs passengers in their entire journey.

Due to the need to provide consistency throughout the passenger journey, it may be advisable for the access consultant to be appointed directly by the municipal project manager. If this is not possible, it must be made clear to the architectural and engineering teams (or other) that they must

recognize the cross-disciplinary nature of universal access so that the project is able to utilize the access consultant effectively.

It is important for the access consultant to take note of the following:

The department requires that any professional appointed, shall maintain, for so long as may be necessary to cover its obligations and liabilities under or in connection with this appointment and shall insure with limits of indemnity of not less than twice the amount of the contract appointed for, for Professional Indemnity, public/third party liability and any other risks or events to be stipulated in the appointment contract or the laws of the country.

STAGES

The access consultant's responsibilities are described in relation to the scope of works based on the South African Institute of Architects (SAIA) Work Plan (Architectural Profession Act No. 44 of 2000). A brief outline of the contents of each stage is provided in relation to BRT projects.

The appointment is for the following six stages:

- Stage 1: Inception
- Stage 2: Concept and viability
- Stage 3: Design development
- Stage 4: Documentation and procurement
 - Stage 4.1: Local authority approval plans
 - Stage 4.2: Construction drawings and specifications
- Stage 5: Contract administration and construction monitoring during the construction phase
- Stage 6: Close out phase.

STAGE 1: INCEPTION

STANDARD ACTIVITIES OF THE STAGE

This stage includes the consolidation of the team and the terms of reference. It includes the development of an inception report which covers the general issues surrounding the sites, and site constraints. During this stage the team will familiarize themselves with local government requirements and other regulations.

ACCESS CONSULTANT'S ROLE

The access consultant will receive standards issued from the Department of Transport and ensure that she/he is familiar with them. These will be assimilated with the access consultant's own

experience and knowledge. Any discussion on standards will take place with the Department of Transport during this stage.

Specific deliverables at this stage will be:

- Input into the team’s inception report. This will describe, in broad terms, the approach to be taken towards the inclusion of special needs passengers so that it is clear that universal design principles relevant to the project are fully integrated. This portion should be discussed with any other key members of the team including the architect. It shall include references to any standards which are to be utilized during the design process, including those issued by the Department of Transport.

Design Appraisal (Stations)
Design Appraisal (Admin Building)
Design Appraisal (Pavements / road crossings)
Route Planning / Locating Special Needs markets
Integration with existing systems (Such as Dial-A-Ride)
Fare System Design
Marketing (including social networks & NGO's)
Research into Special needs passengers travel issues
Designing Staff Training / Awareness
Overall Design Appraisal (Vehicles)
Fare System
Disability Sector Participation
Universal Access Plan

STAGE 2: CONCEPT AND VIABILITY

STANDARD ACTIVITIES OF THE STAGE

This stage includes the development of the concept design. Different design options may be identified depending on the brief requirements for the specific city. All designs should undergo an access appraisal, which includes an examination of the means of egress for special needs passengers.

ACCESS CONSULTANT’S ROLE

The access consultant will provide clear guidance and reports in relation to universal access standards, which will include those issued by the Department of Transport. The access appraisal

will demonstrate how these standards have been complied with, and why any changes have been considered due to local conditions.

Specific deliverables at this stage will be:

- Concept stage inclusion of universal design requirements
- A concept design level access appraisal report

Design Appraisal (Stations)
Design Appraisal (Admin Building)
Signage Appraisal
Design Appraisal (Pavements / road crossings)
Route Planning / Locating Special Needs markets
Integration with existing systems (Such as Dial-A-Ride)
Fare System Design
Marketing (including social networks & NGO's)
Research into Special needs passengers travel issues
Designing Staff Training / Awareness
Overall Design Appraisal (Vehicles)
Design Appraisal (Trunk Vehicle)
Design Appraisal (Feeder Vehicle)
Disability Sector Participation
Universal Access Plan

STAGE 3: DESIGN DEVELOPMENT

STANDARD ACTIVITIES OF THE STAGE

This stage will include the development of the design in detail; sections and elevations, construction detail and interfaces. In addition, design of the surrounding infrastructural changes and BRT lanes. This stage will normally include submissions to local and central authorities for approval.

ACCESS CONSULTANT'S ROLE

The role of the access consultant will be similar to stage 2. Discussion with the national Department of Transport to reconcile deviations from national policy and standards may be required.

Specific deliverables at this stage will be:

- A full access appraisal
- Correspondence with the building control officer and planning department on any relevant issue
- Correspondence with the local special needs passenger forums on any relevant issue

STAGE 4: DOCUMENTATION AND PROCUREMENT

STANDARD ACTIVITIES OF THE STAGE

This stage includes local authority approval of building plans and rational designs, development of construction drawings and specifications, completion of the Bills of Quantities, tender drawings and documentation.

ACCESS CONSULTANT'S ROLE

The access consultant will be available for consultation if issues arise on the specification of products. They will also be available to answer queries raised by the local authority in relation to rational design elements.

STAGE 5: CONTRACT ADMINISTRATION AND CONSTRUCTION MONITORING DURING THE CONSTRUCTION PHASE

STANDARD ACTIVITIES OF THE STAGE

This stage includes the administration of the Building Contract and overseeing construction of the buildings.

ACCESS CONSULTANT'S ROLE

The role of the access consultant during this stage is to assist and advise the architect on developmental problems during construction, so that these are dealt with as soon as possible and do not become a problem on completion of the project. Problems may arise due to the fact that the construction team do not understand universal access issues or require greater supervision on certain elements. It may be necessary to provide teams with training before they start work. The standards used in relation to universal design during the design stages must be reflected in the final stations.

SPECIFIC DELIVERABLES AT THIS STAGE WILL BE:

- Input into a schedule of regular checks to avoid the requirement of expensive retrofits at the end of construction. If universal access has not been achieved as approved during the design stage, liability may be apportioned
- An access audit just prior to final completion
- Co-ordination of special needs user groups and ensure that their input has been recorded in the form of a post-occupancy evaluation report, prior to practical completion
- A statement in the completion certificate indicating satisfaction with the universal design elements

STAGE 6: CLOSE OUT PHASE

STANDARD ACTIVITIES OF THE STAGE

This stage includes the facilitation of the project close out including preparation of the necessary documentation to effect completion, handover, and operations of the project. This includes issuing of certificates, the provision of operational manuals, and the provision of training.

ACCESS CONSULTANT'S ROLE

The access consultant will assist the architectural team in completing any required paperwork, and preparing any certification. Facilities managers or other infrastructure staff may also require training.

Inspection of Stations
Inspection of road layout (tactile paving / crossings / bridges, etc.)
Access Audit & Report prior to practical completion
Research into Special needs passengers travel issues
Staff Training / Awareness
Disability Sector Participation

4.5 WORKSTREAM 5 : INTELLIGENT TRANSPORT SYSTEM MODELLING

KEY PROFESSIONAL TEAM

- Project Leader
- Senior IRPTN Planning (Network Development)
- Transport Demand Modelling Specialist
- Demand Survey Specialist
- Financial Modelling Specialist
- Fare System Specialist
- Control Centre/ITS Specialist
- Transport Economist

The following knowledge, skills and personal attributes are a minimum requirement for the Project Leader:

KNOWLEDGE

- Minimum of a Master's Degree in or Built environment
- Must be registered with a suitable Professional body in the Transportation Engineering
- Must have a minimum of 10 years of relevant transportation and traffic engineering experience.

- In depth knowledge of transport model
- Knowledge of non-motorized transport Design, Planning, and Implementation.
- In depth knowledge of road network planning and design.

SKILLS

- The ability to plan, organize and coordinate large scale and complex processes.
- The ability to lead multi-disciplinary teams.
- Excellent verbal and written communication skills.
- Conflict management.
- The ability to maintain focus, ensure performance and deliver results within a positive work culture; and
- The ability to work with relevant programme and project management information

PERSONAL ATTRIBUTES

- Assertive.
- A task/goal and 'bigger picture' oriented person.
- Team builder and leader.
- Participative leader and motivator.
- Natural conciliator.
- Problem solver; and

ACTIVITY DESCRIPTION

- Knowledge and experience in conducting Transport Studies
- Co-ordinate the process associated with the completion of Transport Studies in Polokwane (Household Travel Survey a total of 2500 to 3000 households).
- Provide an analysis of the Household Travel surveys conducted
- Ensure quality control in terms of data processes, as well as field work training exercises.
- Review the existing developed routes and network.
- Update the developed network route and corridor as the project evolves taking into consideration any new surveys or modelling refinements.
- Review of existing model and the production of a report
- Noting areas requiring improvement.
- Develop expansion factors to estimate demand levels during off-peak periods.
- Validate the model.
- Develop demand verses supply estimations for all modes for both the projected year of initial operations and for 30 years in the future.
- Develop a demand profile (by time of day and by station location) for each route of the system that is evaluated through the financial model.

- Develop and implement the public transport precinct with a walking distance of 200 meters (aligned to the Safety and Security plan)
- Produce the financial costs of the system in terms of the Capital Expenditure required
 - Costs associated with the Fare Collection System, Intelligent Transport Systems and Urban Traffic Control Systems
- Define the operational characteristics outputs for each scenario run through the demand model; these characteristics include:
 - Route and overall system passenger capacity for the particular project phase
 - Expected capacity of each vehicle type
 - Service frequencies and headways by route and by time of day
 - Load factors for each vehicle type
 - Expected hours of operation
 - Projected dwell times at stations
 - Types of services to be operated along a corridor (i.e. standard services, semi-express services, and/or express services)
 - Projected commercial speed of operations and the travel time for the route
 - Projected fleet size for each vehicle type

CONTROL CENTRE/ITS SPECIFICATION

Procurement, installation and maintenance of ITS equipment, and depot ITS equipment) technical specifications. Develop detailed ITS specifications including the following components:

- Specification introduction (background, design principles)
- Specification summary
- Control centre (main control screen to oversee operations, vehicle dispatch work stations, CCTV monitoring stations, security dispatch work stations, software/hardware for vehicle tracking, software/hardware for vehicle scheduling, software/hardware for signal priority at intersections)
- Management of Control Centre hardware and software
- Trunk station ITS (CCTV cameras with streaming to control centre and to station kiosk, dynamic electronic arrival times displayed on VMS with audio chime to announce vehicle arrival, station public address system, automatic synchronized opening mechanism for sliding door at vehicle-station interface, infotainment LCD screens, high bandwidth communications link to control center)
- Management of trunk station ITS system
- Feeder station ITS (CCTV cameras with streaming to control centre, dynamic electronic arrival times displayed on VMS with audio chime to announce vehicle arrival, emergency telephone)
- Management of feeder station ITS system
- Depot ITS (CCTV cameras with streaming to control centre, alarm monitoring of depot fence line, broadband wireless LAN (WLAN) access points for transfer of video and data from vehicles)

- Trunk vehicle ITS (Vehicle Logit Unit (VLU), Automated Vehicle Location (AVL), communications unit (GPRS, Wireless LAN modem, antennas), traffic signal priority equipment, Driver Data Terminal (DDT), Digital Video Recorder (DVR)
- Feeder vehicle ITS (Vehicle Logit Unit (VLU), Automated Vehicle Location (AVL), communications unit (GPRS, Wireless LAN modem, antennas), Driver Data Terminal (DDT) Digital Video Recorder (DVR)) Network design
- Communications system and linkage
- System maintenance
- Capacitate/ transfer skills to the Control Centre personnel on the new technology upgrades

URBAN TRAFFIC CONTROL (UTC)

Synchronisation and integrate CBD signals. Design a planned management of road space through lane assignment, parking controls, turning bans. The needs of pedestrian, cyclist, the elderly, (Safety and vulnerable Road users). The design and management of urban road networks

PARKING STUDIES AND STRATEGY

- ✚ Develop and implement the strategy
- ✚ Integrate the IRPTN Phases network design and other development plans
- ✚ Parking revenue income and maintenance

CITY WIDE SIGNAL OPTIMISATION

- ❖ Synchronisation of traffic signals within the CBD
- ❖ Upgrading and integration of adjacent traffic signals

FREIGHT PLANNING AND MODELLING

- Freight surveys and modelling
- Capacity utilisation
- Freight Management By-law

4.6 WORKSTREAM 6: BUSINESS & FINANCIAL PLANNING

Professional Team

- Project Leader
- Business Structure Specialist
- Institutional Specialist
- Public Transport Contract Specialist
- Station Services Contract Specialist
- Finance Specialist

- Advertising Specialist
- Land Value Capture Specialist

The following knowledge, skills and personal attributes are minimum requirements for the Project Leader:

Knowledge

- A minimum of a Masters Degree in Business or Financial Sector/ A qualified chartered Accountant/A qualified certified Management Accountant or Equivalent.
- Must have a minimum of 10 years relevant business and financial planning experience
- In depth knowledge of municipal infrastructure mechanisms
- In depth knowledge of the structuring of private sector loans and investments
- In depth knowledge of the structuring of public private partnerships
- In depth knowledge of the development and implementation of public transport business and institutional structure
- In depth knowledge of the business regulatory framework
- In depth knowledge of the development and implementation of various public transport market structures
- In depth knowledge of public services regulatory framework in particular local government.

Skills

- The ability to plan,organise and coordinate large scale and complex processes;
- The ability to lead multi-disciplinary teams;
- Excellent verbal and written communication skills;
- Conflict management;
- The ability to maintain focus, ensure performance and deliver results within a positive work culture; and
- The ability to work with relevant programme and project management information

Personal Attributes

- Assertive;
- A task/ goal and 'bigger picture 'oriented person;
- Team builder and leader;
- Participative leader and motivator;
- Natural conciliator;
- Problem solver; and

- Excellent verbal and written communicator

Activity Description

Workstream Coordination

- Co-ordinate the activities of each areas within the Business & Financial Planning
- Report on progress to City officials and the other planning teams
- Provide regular project updates through presentations and summary reports
- Provide a 50% weekday presence at the offices of the City's project team or the offices of the Project Management team
- Provide timeline information and Gantt charts to the
- Project Management team
- Provide risk assessment inputs to the Project Management team

Market Survey

- Co-ordinate the undertaking of a comprehensive
- Market research with regards to the public transport (bus & minibus-taxi) activities along the identified corridors within Polokwane.

The market research is focused on gathering information on the following:

- Identities for all public transport operators and vehicle for all PT traffic (identities, registration numbers, owners, etc.)
- Value of the PT traffic (fare structures & revenues from the fare box, subsidies if applicable and % fare evasion with intent to establish turn over values).
- The seasonal patterns, i.e. Establish accurate values of the above items for a full financial year.
- Verifying the vehicle registration numbers of these public transport vehicles, with the registration numbers on the National Traffic Information System (NATIS);
- Identifying minibus taxi and bus operators who have operating licenses (OL's) provide public transport services on the identified routes;
- Identifying the legitimate current road based public transport on the routes;
- Determining the extent to which each legitimate operator will be influenced by the implementation of BRT services.

The level of detail for the above should be such that the "business value" and characteristics for each PT identity can be established for a full year.

Business Structure

- Develop the system's business structure by defining the contractual and institutional roles of each major stakeholder, including:
 - City government

- Management entity of system
 - Vehicle operators
 - Fare systems company
 - Control Centre Company
 - Station services company
- Develop a step-by-step model of how revenues flow from the customer to each of the key parties (e.g. system management entity, trunk operators, feeder operators, fare Collection Company, fare Systems Company, and station Services Company)
 - Develop the precise calculations required for determining the revenue shares of each actor
 - Develop the legal framework required to make the prescribed revenue flows function
 - Develop the incentives required to ensure the high- quality performance of each of the contracted parties (i.e. Bus operators, fare collection firm, trust fund manager, etc.)
 - Develop the rewards and penalties to be utilized in affecting quality performance with the vehicle operator contract
 - Produce a summary report on the business structure

Institutional Development

- Examine the different institutional structures that are possible for the management of the system (e.g. City department, municipal entity, public company, transport authority, on-governmental organization)
- Workshop the institutional options with City officials and make a joint decision on the optimum structure
- Detail the organizational roles of the management entity in relation to other organizations
- Develop an organogram for the management entity
- Develop a position description and personnel requirements for each position within the proposed management entity
- Detail the form of the Board of Directors of the oversight agency and the type of personnel to be sought as board members
- Provide an analysis of the legal steps required to implement the proposed institutional structure
- Detail the estimated timeline for the establishment of the entity to oversee system management
- Provide a summary report on the Institutional Plan

Financial Modelling (Future System)

- Develop a financial model to simulate the operational costs and revenues of the proposed system.
- Workshop the defining of the key input costs to the system, including:

- Cost associated with institutional management of system (labour costs, utility and office costs, marketing and promotion of system)
- Costs associated with Vehicle Operator contracts (labour costs, fuel costs, vehicle maintenance costs, depot operation costs)
- Costs associated with Fare System contract (maintenance of hardware/software, labour costs)
- Costs associated with Control Centre contract (maintenance of hardware /software, labour costs)
- Costs associated with Station Services contract (labour costs of fare collection security, cash collection, station cleaning, trash collection/ recycling, landscaping maintenance, equipment and uniform costs),
- Costs associated with infrastructure maintenance (bus ways, stations, depots)
- Produce a summary report on the definition of key parameters into the financial model
- Workshop in conjunction with City officials the specific scenarios to be modelled
- Extract pertinent demand data from the demand model for each scenario, noting which existing services will be transformed into the new system and which existing services will continue to operate
- Run at least 50 different Phase1 scenarios through the financial model, with each scenario being jointly agreed upon with City officials
- Run at least 2 different scenarios for each of the following: Phase2, Phase3, and full network
- Calculate the full operational costs and revenues for each model run
- Identify any current operating subsidies that will be for gone with the transformation of existing services into the new system
- Produce a summary report of each set of scenarios run through the financial model

Financial modeling (existing operators)

- Develop a financial model to simulate the operational costs and revenues of the existing operators
- Determine the existing cost structure of the industry, including:
 - Labour costs
 - Fuel costs
 - Vehicle procurement costs
 - Vehicle maintenance costs
 - Office costs
- Determine the fare and advertising revenues currently being generated within the industry for the purpose of the transition into the new system.
- Produce a summary report on the definition of key parameters into the financial model and the results of the analysis, including results on revenues, costs, and profits in the following terms (for phase 1-4):

- per each operating company
- per each current affected route
- per each vehicle currently operating on affected routes

Station Services specifications, tender, and contract

- Identify all the activities to be conducted under the station services contract, including:
 - Fare collection
 - Security
 - Cash collection
 - Station cleaning and light maintenance
 - Station waste management
 - Busway landscaping
- Produce technical specifications on the services to be provided by the contracted firm
- Produce a tender document for Station Services, including the following elements:
 - Tendering procedures
 - Returnable schedules
 - Contract
 - Pricing sheet
 - Technical specifications of services
 - Annexures
- Include in the contract document the financial rewards and penalties that will ensure a high-quality delivery of the contract
- Provide management and technical support during tendering clarification period with tenderers and during tendering evaluation
- Provide evaluation of contracted firm and provide recommendations during the system testing and start-up phase

Finance & Business Plan (Identification of potential funding streams)

- Produce an Infrastructure Finance Plan for the expected means to fund the Phase1 infrastructure requirements
- Produce an Infrastructure Maintenance Finance Plan for the expected means to fund the future maintenance requirements (over a 30-year period) of the Phase1-4 infrastructure
- Produce a Vehicle Finance Plan for the expected means to fund the Phase1 trunk and feeder vehicles
- Produce an Operations Finance Plan for the expected means to cover Phase1 operational costs
- Investigate the options of a Fuel Levy and a Parking Levy as contributing to future system revenues
- Detail the steps required to implement a Fuel Levy and a Parking Levy in the City

Strategic transport network evaluation

Provide input to the Operational Planning Workstream with regards to the following items in order to deliver strong social and financial solutions:

- Technical network planning for bus and NMT
- Future system designs
- Inputs to the estimation of operational costs for different aspects of the full system
- Integration of the different public transport service providers in to new system contracts
- Interpretation of the operations plan outputs for business and finance planning tasks
- Inputs to economic and social evaluation of the new system

Legal Resolutions

Provide assistance to the municipality in terms of resolution of legal issues as they arise during the establishment and negotiation phase of the project, therefore include:

- integration of existing contracted bus operators and resolution of contractual issues regarding compensation and risk;
- legal-regulatory issues relating to operating licenses;
- legal-institutional issues related to different spheres of government; and
- Legal-contractual issues related to contracts.

Fare Policy Development

- Develop a fare policy which is to be approved by Council following a public participation process.
- The policy must address key issues of the levels of service, income, subsidization and sustainability of the system.
- The fare policy and levels must be developed as an input to the fare collection system while considering different approaches such as zonal fares, fixed fares, stepped fares for example.

Financial Structuring

- Identify the assets that require financing, develop the financing model and assist the municipality in structuring and procuring the financing including the associated legal-financial agreements.

Establishment of oversight unit, organizational structures/systems and management structure

- Assist the municipality in establishing structures that will assume the contracting authority functions by following the specific processes set out by the Municipal Systems Act, the Municipal Finance Management Act, National Land Transport Act and any other relevant legislation that applies.

Establishment of reporting & contract monitoring mechanisms

- Develop the reporting framework for the Polokwane
- IRPTN by providing the structure, content and frequency of the reports. Where appropriate the reporting should be automated and the information should be managed through an information system that allows for appropriate information management.

Advertising tender and contract

- Estimate the potential expected revenues from advertising derived from both stations and vehicles.
- Produce a specification and tender document for bidding firms to provide revenue-generating advertising on Phase 1 stations and vehicles

Land value capture

- Identify private sector land and property owners who will benefit from the development of the system
- Conduct informational seminars with the identified land owners
- Devise recommendations to the City as to how best capture income from the benefiting land and property owners
- Produce land value capture report
- Negotiate financial contributors with the target land and property owners

4.7 WORKSTREAM 7: PROJECT MANAGEMENT SERVICES

Key Professional Team

- Project Management Leader
- Project Communications Specialist
- Project Budget Specialist
- Time Management Specialist
- Risk Assessment Specialist
- Probity Specialist
- Technical Advisors
- Operational and Systems Planning
- Marketing and Communications
- Infrastructure Planning and Implementation
- Business & Financial Planning
- Taxi Industry Transition
- Any other work stream considered / established by the client based on the project needs

The following knowledge, skills and personal attributes are a minimum requirement for the Workstream Project Leader:

Knowledge

- A minimum of a Masters Degree in Project Management/MBA/Build Environment/ Transport Engineering or equivalent.
- Must be registered with accredited professional body
- Must have a minimum of 10 years of relevant transportation experience;
- In depth knowledge of macroscopic transport demand models i.e. EMME 2;
- In depth knowledge of microscopic transport demand models i.e. Paramics, Aimsum;
- In depth knowledge of public transport systems planning (networks, routes, transfers);
- Knowledge of non-motorized transport planning and implementation;
- In depth knowledge of road network planning and design;

Skills

- The ability to plan, organize and coordinate large scale and complex processes;
- The ability to lead multi-disciplinary teams;
- Excellent verbal and written communication skills;
- Conflict management;
- The ability to maintain focus, ensure performance and deliver results within a positive work culture; and
- The ability to work with relevant programme and project management information

Personal Attributes

- Assertive;
- A task/goal and 'bigger picture' oriented person;
- Team builder and leader;
- Participative leader and motivator;
- Natural conciliator;
- Problem solver; and
- Excellent verbal and written communicator

Activity Description

The Project Management Services must provide key technical advisory services to the client in all main workstreams. Capacity of the service provider should also be demonstrated on the other fields over and above the relevant project management experience.

Planning co- ordination

- Ensure the integration of the work plans between the Operations Plan, Business Plan, Marketing & Communications Plan, and Infrastructure Design Plan
- Host regular co-ordination sessions between the managers of each major planning component and stakeholders

Deliverables: Provide regular project updates through presentations and summary reports

Project communications

- Develop directory of project team members (including consultant and municipal officials)
- Participate in Project Management Team meetings to enhance integration between workstreams
- Deliverables: Produce a monthly or twice-monthly project summary for distribution

Project budget

- Standardize budgetary reporting for the project.
- Oversee the collection of budget spread sheets for the project components (including both planning and infrastructure)
- Distribute budgets to key project team members

Time management

- Standardize Gantt chart format for the project work streams
- Collect and update Gantt chart information for each project work stream
- Issue time management alerts to components that fall behind the overall schedule
- Estimate a “completion percentage” for each major project milestone
- Develop and update a “precedents chart” that indicates the timeline relationships between different project components

Deliverables: Gantt chart

Risk assessment

- Create a risk registry for the project, highlighting the principal risks
- Categorize risks according to the risk size and risk likelihood
- Develop recommendations for the mitigation of project risks
- Update risk registry on a monthly basis

Deliverables: Risk Register

Document Management

- Establish and maintain a document management system for the project, both electronically such that documents can be accessed by all authorized team members, and in a hard copy filing system.

System design and Operational Planning

- Review of the current Operational Plan to identify gaps and plan the way forward for the project.
- Technical advisor to all system design processes
- Technical advisor in all operational elements and processes of the project.

Deliverables: Report of the Operational Plan in terms of the Gaps and Way forward

Comprehensive Integrated Transport Plan (CITP)

- Oversee the TOP update
- Oversee the update of transport sector plans
- Oversee the sustainable operational systems and processes

Project Manager: Industry Transition (Public Transport Regulation and Monitoring)

The following knowledge, skills and personal attributes are a minimum requirement for the Project Manager:

Knowledge

- A minimum of an Honours Degree in Transportation planning/Transport Economic or Equivalent
- Must be registered with relevant professional or statutory body; and
- Must have a minimum of 7 years of relevant industry transition and change management experience in a transport environment and should have worked on the BRT related projects for at least 3 years.

Skills

- Excellent verbal and written communication skills;
- The ability to plan, organise and coordinate large scale and complex processes;
- The ability to work with relevant programme and project management information;
- The ability to lead multi-disciplinary teams;
- Conflict management;
- The ability to maintain focus, ensure performance and deliver results within apposite work culture

Personal Attributes

- Assertive;
- At task/goal and bigger picture' oriented person;
- Team builder and leader;
- Participative leader and motivator;
- Natural conciliator;
- Problem solver; and
- Excellent verbal and written communicator

Activity Description

Planning Coordination

- Co-ordinate the activities of each areas within the Industry Transition
- Co-ordinate the development of a formal industry transition work plan
- Provide cost, budget, timeline information and Gantt charts in conjunction with the IRPTN team
- Report on progress to the IRPTN team and provide monthly project updates through presentations and progress reports
- Provide regular project updates through presentations and summary reports
- All other activities related to project management and coordination of the workstream

Project communications

- Develop directory of work stream team members (including consultants and municipal officials)
- Report on progress to the IRPTN team and provide monthly project updates through presentations and progress reports
- Provide regular project updates through presentations and summary reports

Project budget

- Workshop standardised budgetary reporting for the project
- Provide cost, budget, timeline information and Gantt charts in conjunction with the IRPTN team
- Management of expenditure and cash flow of the workstream

Time management

- Standardize Gantt chart format for the work stream
- Collect and update Gantt chart information for the work stream
- Provide timeline information and Gantt charts

Risk assessment

- Provide risk assessment inputs to the Leeto La Polokwane Quality Assurance Charter
- Provide risk assessment inputs for Risk Register development

Document Management

- Ensure that there is compliance to established document management system for the project, both electronically such that documents can be accessed by all authorized team members, and in a hard copy filing system.

Project Manager: Marketing, Communication and Stakeholder Relations

- A minimum of an Honours Degree in Marketing, Communication or equivalent.
- Must have a minimum of 5 years of relevant experience as a project manager, preferably in the transportation sector.
- Good organization and planning skills
- The ability to work on multiple activities at one time
- The ability to plan, organize, coordinate, and manage a team.
- The ability to give instructions and delegate tasks.
- Excellent verbal and written communication skills.

- Conflict management skills.
- Good reporting skills
- Highly skilled in developing presentation slides and presentation skills
- Ability to work unsupervised
- Ability to work well under pressure
- Problem solving skills
- Pay attention to details

Project Manager: Public Transport Regulation and Monitoring

- A minimum of an Honours Degree Transport Economics, Transport Management, Logistics Management, Law, Public Administration or equivalent.
- Must have a minimum of 5 years of relevant experience as a project manager, preferably in the transportation sector.
- Assist the city to monitor and oversee public transport in the municipality.
- Receive and prepare comments for operating license applications from the provincial Department of Transport on behalf of the municipality
- Assist in developing and implementing public transport monitoring tools and systems
- Assist in developing a database of public transport operations and facilities in the municipality
- Assist in ensuring compliance to regulations at public transport facilities
- Public Transport Stakeholder engagements
- Good organization and planning skills
- The ability to work on multiple activities at one time
- The ability to plan, organize, coordinate, and manage a team.
- The ability to give instructions and delegate tasks.
- Excellent verbal and written communication skills.
- Conflict management skills.
- Good reporting skills
- Ability to work unsupervised
- Ability to work well under pressure
- Problem solving skills
- Pay attention to detail

4.8 WORKSTREAM 8: PUBLIC TRANSPORT INFRASTRUCTURE DEVELOPMENT

Key Professional Team

- Project Leader
- Civil Engineer (Transport Planning)
- Civil Engineer (Transport Infrastructure)

- Civil Engineer (Structural)
- Electrical Engineer
- Mechanical Engineer
- Quantity Surveyor
- Town Planner
- Environmental Practitioner
- Architect
- OHS

The following knowledge, skills and personal attributes are a minimum requirement for the Project Leader:

Knowledge

- A minimum of a Master's Degree in Engineering;
- Must be registered as a Professional Engineering with the Engineering Council of South Africa (ECSA);
- Must have a minimum of 10 years of relevant transportation and traffic engineering experience;
- In depth knowledge of macroscopic transport demand models i.e. EMME2;
- In depth knowledge of microscopic transport demand models i.e. Paramus, Aim sum;
- In depth knowledge of public transport systems planning (networks, routes, transfers);
- Knowledge of non-motorized transport planning and implementation;
- In depth knowledge of road network planning and design;

Skills

- The ability to plan, organize and coordinate large scale and complex processes;
- The ability to lead multi-disciplinary teams;
- Excellent verbal and written communication skills;
- Conflict management;
- The ability to maintain focus, ensure performance and deliver results within a positive work culture; and
- The ability to work with relevant programme and project management information

Personal Attributes

- Assertive;
- A task/goal and 'bigger picture 'oriented person;
- Team builder and leader;
- Participative leader and motivator;
- Natural conciliator;

- Problem solver; and
- Excellent verbal and written communicator

Activity Description

Work stream Coordination

- Co-ordinate the activities of each areas within the
- Infrastructure Planning and Implementation team. Report on progress to City officials and the other teams
- Provide regular project updates through presentations and summary reports
- Provide a 50% weekday presence at the offices of the City's project team or the offices of the Project Management team
- Provide timeline information and Gantt charts to the Project Management team
- Provide risk assessment inputs to the Project Management team

Inception

- The inception phase of the infrastructure planning must ensure that the following aspects are completed:
- Agreed scope of services and scope of work.
- Signed agreement.
- Report on project, site and functional requirements.
- Schedule of required surveys, tests, analyses, site and other investigations.
- Schedule of consents and approvals.

Supporting Services, Surveys and Investigations

The infrastructure planning and implementation workstream will be responsible for carrying out all the supporting investigations and surveys required to plan, design and implement the infrastructure. This includes the following aspects:

- Top graphical Surveys
- Geo technical Investigations
- Traffic Surveys
- Services & utilities identification
- Property Reports (Expropriation, wayleaves, servitudes)
- Materials Investigations & testing
- Architect
- Land use, Town & Regional Planning
- Road Safety Audit
- Traffic Signal Planning & Design

Concept and Viability

Prepare and finalize the project concept in accordance with the brief, including project scope, scale, character, form and function, plus preliminary programme and viability of the project:

- Concept design
- Schedule of required surveys, tests and other investigations and related reports.
- Process design
- Preliminary design
- Cost estimates as required.

Design Development

Develop the approved concept to finalize the design, outline specifications, cost plan, financial viability and programme for the project, thus:

- Design development drawings.
- Outline specifications.
- Local and other authority submission drawings and reports.
- Detailed estimates of construction costs.
- Review the existing designs

Documentation & Procurement

Prepare procurement and construction documentation, confirm and implement the procurement strategies and procedures for effective and timeous procurement of necessary resources for execution of the project:

- Specifications.
- Services co-ordination.
- Working drawings.
- Budget construction cost.
- Tender documentation.
- Tender evaluation report.
- Tender recommendations.
- Priced contract documentation.

Contract Administration & Inspection

Manage, administer and monitor the construction contracts and processes including preparation and coordination of procedures and documentation to facilitate practical completion of the works.

- Schedules of predicted cash flow.
- Construction documentation.
- Drawing register.
- Estimates for proposed variations.
- Contract instructions.
- Financial control reports.
- Valuations for payment certificates.
- Progressive and draft final account(s)
- Practical completion and defects list
- Electrical Certificate of Compliance

Project Close-Out

Fulfil and complete the project close-out including necessary documentation to facilitate effective completion, handover and operation of the project.

- Valuations for payment certificates.
- Works and final completion lists.
- Operations and maintenance manuals guarantees and warranties.
- As-built drawings and documentation.
- Final accounts.

Construction Monitoring

The infrastructure planning and implementation workstreams shall be responsible for providing construction monitoring and supervision as per ECSA specifications.

WORKSTREAM 9: INDEPENDENT FACILITATION

Professional Team

- Project Leader/Lead Facilitator- Master's degree in Law or Industrial and Organisational Psychology or equivalent
- Facilitator – Bachelor Honours Degree in Law/Industrial and Organisational Psychology/Transport Planning or equivalent
- Administrative Support – Bachelor degree/BTech/Advanced Diploma in Administration Information Management/Administration/Business Administration or equivalent

The following knowledge, skills, and personal attributes are a minimum requirement for the Project Leader:

Knowledge

- A minimum of a master's degree in Law or Industrial and Organisational Psychology or Equivalent;
- Must be registered with a relevant professional or statutory body; and
- Must have a minimum of 10 years of relevant negotiation and facilitation experience in a transport environment
- Knowledge of transport planning

Skills

- Excellent verbal and written communication skills;
- Conflict management;
- The ability to plan, organize and coordinate large scale and complex processes;
- The ability to lead multi-disciplinary teams;
- The ability to maintain focus, ensure performance and deliver results within a positive work culture; and
- The ability to work with relevant programme and project management information

Personal Attributes

- Excellent verbal and written communicator;
- Natural conciliator;
- Participative leader and motivator;
- Problem solver;
- Team builder and leader;
- Assertive; and
- At task/goal and 'bigger picture' oriented person

Activity Description

Work stream coordination

- Project Management and coordination of activities related to the work stream
- Agree on a transformation work plan for the work stream
- Provide cost, budget, timeline information and Gantt charts in conjunction with the IRPTN team
- Management of expenditure and cash flow of the work stream
- Report on progress to the IRPTN team and provide monthly project updates through presentations and progress reports
- Provide risk assessment inputs to the Leeto La Polokwane Quality Assurance Charter;
- All other activities related to project management and coordination of the work stream

Chairing of meetings

- Co-ordinate meetings between the Municipality and affected operators

- Chair Joint Steering Committee (JSC), Working Groups and Project Steering Committee (PCC) meeting
- Determining and having the authority to decide on matters of process
- Maintain records of all meetings
- Maintain records of documents
- Promote healthy discussions between the parties

Agenda setting

- Set the agenda for JSC, WGs and PCC meetings in consultation with the Municipality and the affected operators
- Provide administrative support
- Project and programme management
- Offering ancillary services as may be required and agreed with the service provider from time – to -time.

Facilitate Change management processes

- Workshop with City officials and affected operators on a strategic plan to successfully engage and incorporate the existing public transport for operators into the new system
- Agree to a formal independent facilitation and transformation plan
- Initiate a process to develop a dialogue the City and the industry by establishing regular technical sessions
- Facilitating problem solving on issues where appropriate
- Providing administrative support related to the facilitation process
- Dispute resolution by mediation or other mechanisms as may be agreed by the parties
- Offering ancillary services as may be required and agreed with the service provider from time – to -time.
- Produce a summary report on the consultation and negotiation process

PRICING SCHEDULE

Name of Bidder.....	Bid Number: PM19/2021
Closing Time 10H00	Closing Date 28 January 2022

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

The fees are indicative and will not be used for evaluation process since the project is Quality Based Selection

FEES AND TARIFFS

The fees to be used in the tender should be in line with the latest Guideline Scope and Recommended Guideline Tariff of Fees for the various disciplines. If the discipline does not have a regulatory body, bidders are requested to fill in the professional rates per hour for each staff member as elaborated on below.

The bidders are advised to know that the municipality expects the team to use the rates set as per the latest fee rates issued by the Department of Public Service and Administration as can be found on the following link <http://www.dpsa.gov.za/dpsa2g/documents.asp>. In the event that bidders feel that the rates are not in-line with their expectations, this should be stated and substantiating documents are to be provided.

The total cost of employment for a consultant issued as the basis for determining hourly fee rates. To this effect, the average total package (Rand value) for Public Service salary bands 6 to 16 is used. These salary bands were combined to form the following hierarchy (categories) Of consultants:

Category of Fee Earning Staff	Comparative Public Service
Directors/ Partners /Specialist Consultants	15/16 ¹
	14/15
	13/14
Professional /Technical Staff (Senior	12/13
	11/12
	10/11

Administrative /Secretarial Staff	9/10 6to8
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The service provider is expected to indicate in the Hourly Fee Rates for Consultants in the table that follows and provide proof of salary band. An explanation of how to determine the appropriate fee rate is provided after the table.

¹This category should only be used for exceptional reasons that require expertise at the highest level (such as an internationally recognizes expert).This category cannot be used for operational/ implementation consultancy services.

How to determine the appropriate fee rate

Determine the consultancy option/model by applying the following criteria:

- "Short Term" means less than 60 consulting days
- "Long Term" means more than 60 consulting days
- "All Overheads" means consultant provides all overheads e.g., office, parking, telephone
"Partial Overheads" means department provides some overheads e.g. office, parking, telephone
- "Mark-up "provides for company profit margin-service normally provided by consulting Company
- "No Mark-up" service normally provided by individuals or NGOs

Determine the appropriate salary band based on the level of work that is required e.g., use job evaluation to determine the level of work-Salary band 13 represents the level of a Director in the public service,14 a Chief Director, 15a DDG and16 a DG.

The hourly fee rates would be read where the consultancy option/model intersects with the salary band.

**Note- The Guideon Hourly Fee Rates for Consultants and the latest Fee Rates are available at <http://www.dpsa.gov.zaandcanbefoundunderDocument Archive ,All Documents>.
Link <http://www.dpsa.gov.za/dpsa2g/documents.asp>**

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 R50 000 000 (all applicable taxes included) and therefore the 90/10 preference point system shall be applicable; or
- b) 90/10 preference point system will be applicable to 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	90
B-BBEE STATUS LEVEL OF CONTRIBUTOR	10
Total points for Price and B-BBEE must not exceed	100

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{\min} = Price of lowest acceptable bid

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

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

B-BBEE Status Level of Contributor	Number of points (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		NO	
-----	--	----	--

7.1.1 If yes, indicate:

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

(Tick applicable box)

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

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

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One person business/sole propriety

- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

8.7 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 *audialterampartem* (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:

EVALUATION PROCESS AND CRITERIA

BID NO. PM19/2021

The following evaluation process and criteria will be used to evaluate this bid:

1. Administrative Compliance – Phase One

1.1 All bids duly lodged will be examined to determine compliance with bidding requirements and conditions. Bids with obvious deviations from the requirements/conditions, will be eliminated from further evaluation.

1.2 Critical Criteria:

The following critical criteria have been identified for this bid and any non-compliance thereto will lead to the bid being regarded as non-responsive and disqualified from further evaluation on functionality. Bidders will be required to submit the following documents and other administrative compliance requirements as follows:

- Provide Central Supplier Database (CSD) number (**Attach CSD summary registration report**)
- All pages of the bid document initialed and signed where required
- Completed and signed declaration on past SCM practices form (**MBD8**)
- Signed J/V agreement submitted (Where applicable)
- Signing of the declaration of interest form (**MBD4**)
- Submission of municipal rates and taxes statement of account for the company and all the directors which is not older than three (3) months or Signed Valid lease agreement for service providers who are renting or leasing offices and proof of residence for directors or letter from tribal authority
- Completion of **MBD 5** and submission of audited or reviewed Financial statements (AFS) for the last three (3) years

NB: BIDDERS WHO FAIL TO COMPLY WITH EITHER OR ALL OF THE ABOVE MENTIONED REQUIREMENTS SHALL BE AUTOMATICALLY DISQUALIFIED

FUNCTIONALITY – PHASE 2

The bidders who complied administratively will be considered for further evaluation on ability to execute the project.

EACH STREAM HAS ITS OWN FUNCTIONALITY

The bidders will be required to submit separate methodology approach paper, resources availability and relevant company experience for the workstream the bidders are bidding for.

The assessment of functionality will be done in terms of the evaluation criteria with 100 maximum points available. A bid will be disqualified if it fails to meet the minimum threshold (70 points) for functionality as per the bid invitation.

1. PHASE 2: FUNCTIONALITY/QUALITY - WORKSTREAM 1: MARKETING, COMMUNICATION AND STAKEHOLDER RELATIONS

A. EVALUATION SCHEDULE: APPROACH PAPER AND QUALITY ASSURANCE

The methodology approach papers must respond to proposed scope of work/project design and outline the proposed approach/methodology and work plan complete with time frames, and where relevant and appropriate, propose the scope of work and/or modifications to the scope of work. The approach paper should articulate what the tenderer is offering.

The tenderer must as such explain his/her understanding of the objectives of the assignment and the Employer's stated and implied requirements, highlight the issues of importance, and explain the technical approach they would adopt to address them. The approach paper should explain the methodologies which are to be adopted, demonstrate the compatibility of those methodologies with the proposed approach (for instance, the methods of interpreting available data carrying out investigations, analyses, and studies; and comparing alternative solutions) and address any modifications to or fully develop the scope of work, proposed by the Employer. The approach should also include a quality assurance statement and plan which outlines processes, procedures and associated resources, applied by whom and when, to meet the expected quality end-product.

The technical approach and methodology portion of the approach paper, read in conjunction with the workplan, should form the basis of the scope of work in corporate in the contract with the successful tenderer. Accordingly, this portion of the approach paper should clearly articulate the project deliverables.

The scoring of the approach paper quality assurance statement will be as follows:

2. Qualifications (degrees, diplomas, grades of membership of professional societies and professional registrations & accreditation)
3. Name of current employer and positioning enterprise
4. Overview of postgraduate/ diploma experience (year, organization and position)
5. Outline of recent assignments/ experience that has a bearing on the scope of work

The scoring of the experience and educational qualification of key staff will be as follows:

Bidder evaluation criteria for functionality	Weigh	Description	Points
<ul style="list-style-type: none"> • Relevant experience of key staff in the applied stream (Attach CV and certified qualification) • Also attach profile of projects worked on as key staff. 	40	• Master's Degree or Above with 9 + years of experience	40
		• Master's Degree or Above with 6 to 8 years of experience	35
		• Master's Degree or Above with 3 to 5 years of experience	25
		• Master's Degree or Above with 1 to 2 years of experience	20

C. EVALUATION SCHEDULE: TENDERER'S EXPERIENCE

The experience of the tenderer as opposed to the key staff members/experts in similar projects or similar are a standard conditions in relation to the scope of work will be evaluated.

Tenderers should very briefly describe his or her experience in this regard and attach this to this schedule.

The scoring of the Tenderer's experience will be as follows:

Bidder evaluation criteria for functionality	Weigh	Description	Points
Attach signed reference letters on the letterhead of the client as a proof experience.	20	• The bidder has executed more than seven (7+) similar project	20
		• The bidder has executed between 5 -6 similar project	10
		• The bidder has executed between 3 – 4 similar	05

A bid will be disqualified if it fails to meet the minimum threshold (70 points) for functionality. The two bidders who scored the highest point will be recommended for appointment. The bidders will be ranked according to the point scored

2. PHASE 2: FUNCTIONALITY/QUALITY - WORSTREAM 2: TAXI INDUSTRY
SPECIALIST ADVISOR

The scoring of the approach paper quality assurance statement will be as follows:

Bidder evaluation criteria for functionality	Weigh	Description	Points
(Attach project implementation plan and methodology)	40	<p>Demonstration of proposed methodology and approach on the scope of work</p> <ul style="list-style-type: none"> • Good Methodology and approach – The bidder has demonstrated excellent understanding of the scope, outlined an innovative in provision of the delivery mechanism of the project and clearly provided a detail programme with milestones, technology to be utilized and methodology for achieving the overall scope. • Satisfactory Methodology and approach – The bidder has demonstrated good understanding of the scope, outlined a good delivery mechanism of the project, and provided the programme with milestones, technology to be utilized and methodology for achieving scope. • Poor Methodology and approach – The bidder has demonstrated lack of understanding of the scope, outlined a good delivery mechanism of the project, and provided the programme with no milestones, technology to be utilized and methodology for achieving the scope 	<p>40</p> <p>30</p> <p>20</p>

B. EVALUATION SCHEDULE: EXPERIENCE OF KEYSTAFF

A CV of each key staff member of not more than 2 pages should be attached to this schedule. The CV should be structured under the following headings:

1. Personal particulars
 - Name
 - Date and place of birth
 - Place (s) of tertiary education and dates associated therewith
 - Professional awards
2. Qualifications (degrees, diplomas, grades of membership of professional societies and professional registrations & accreditation)
3. Name of current employer and positioning enterprise
4. Overview of postgraduate/ diploma experience (year, organization and position)
5. Outline of recent assignments/ experience that has a bearing on the scope of work

The scoring of the experience and educational qualification of key staff will be as follows:

Bidder evaluation criteria for functionality	Weigh	Description	Points
<ul style="list-style-type: none"> • Relevant experience of key staff in the applied stream (Attach CV and certified qualification) • Also attach profile of projects worked on as key staff. 	40	• Master's Degree or Above with 9 + years of experience	40
		• Master's Degree or Above with 6 to 8 years of experience	35
		• Master's Degree or Above with 3 to 5 years of experience	25
		• Master's Degree or Above with 1 to 2 years of experience	20

C. EVALUATION SCHEDULE: TENDERER'S EXPERIENCE

The experience of the tenderer as opposed to the key staff members/experts in similar projects or similar are a standard condition in relation to the scope of work will be evaluated.

Tenderers should very briefly describe his or her experience in this regard and attach this to this schedule.

The scoring of the Tenderer's experience will be as follows:

Bidder evaluation criteria for functionality	Weigh	Description	Points
Attach signed reference letters on the letterhead of the client as a proof experience.	20	• The bidder has executed more than seven (7+) similar project	20
		• The bidder has executed between 5 -6 similar project	10
		• The bidder has executed between 3 – 4 similar	05

A bid will be disqualified if it fails to meet the minimum threshold (70 points) for functionality. The two bidders who scored the highest point will be recommended for appointment. The bidders will be ranked according to the point scored

3. PHASE 2: FUNCTIONALITY/QUALITY - WORSTREAM 3: TRANSPORT OPERATIONS AND SYSTEMS PLANNING

The scoring of the approach paper quality assurance statement will be as follows:

Bidder evaluation criteria for functionality	Weigh	Description	Points
(Attach project implementation plan and methodology)	30	<p>Demonstration of proposed methodology and approach on the scope of work</p> <ul style="list-style-type: none"> • Good Methodology and approach – The bidder has demonstrated excellent understanding of the scope, outlined an innovative in provision of the delivery mechanism of the project and clearly provided a detail programme with milestones, technology to be utilized and methodology for achieving the overall scope. • Satisfactory Methodology and approach – The bidder has demonstrated good understanding of the scope, outlined a good delivery mechanism of the project, and provided the programme with milestones, technology to be utilized and methodology for achieving scope. • Poor Methodology and approach – The bidder has demonstrated lack of understanding of the scope, outlined a good delivery mechanism of the project, and provided the programme with no milestones, technology to be utilized and methodology for achieving the scope 	<p>30</p> <p>20</p> <p>10</p>

B. EVALUATION SCHEDULE: EXPERIENCE OF KEYSTAFF

A CV of each key staff member of not more than 2 pages should be attached to this schedule. The CV should be structured under the following headings:

1. Personal particulars
 - Name
 - Date and place of birth
 - Place (s) of tertiary education and dates associated therewith
 - Professional awards
2. Qualifications (degrees, diplomas, grades of membership of professional societies and professional registrations & accreditation)
3. Name of current employer and positioning enterprise
4. Overview of postgraduate/ diploma experience (year, organization and position)
5. Outline of recent assignments/ experience that has a bearing on the scope of work

The scoring of the experience and educational qualification of key staff will be as follows:

Bidder evaluation criteria for functionality	Weigh	Description	Points
<ul style="list-style-type: none">• Relevant experience of key staff in the applied stream (Attach CV and certified qualification)• Also attach profile of projects worked on as key staff.	40	• Master's Degree or Above with 9 + years of experience	40
		• Master's Degree or Above with 6 to 8 years of experience	35
		• Master's Degree or Above with 3 to 5 years of experience	25
		• Master's Degree or Above with 1 to 2 years of experience	20

C. EVALUATION SCHEDULE: TENDERER'S EXPERIENCE

The experience of the tenderer as opposed to the key staff members/experts in similar projects or similar are a sand conditions in relation to the scope of work will be evaluated.

Tenderers should very briefly describe his or her experience in this regard and attach this to this schedule.

The description should be put in tabular form with the following headings:

Employer, contact person and telephone number, where available	Description of work(service)	Value of work (i.e. the service provided) inclusive of VAT(Rand)	Date completed

The scoring of the Tenderer's experience will be as follows:

Bidder evaluation criteria for functionality	Weigh	Description	Points
Attach signed reference letters on the letterhead of the client as a proof experience.	30	<ul style="list-style-type: none"> • The bidder has executed more than seven (7+) similar project • The bidder has executed between 5 -6 similar project • The bidder has executed between 3 – 4 similar 	<p>30</p> <p>20</p> <p>10</p>

A bid will be disqualified if it fails to meet the minimum threshold (70 points) for functionality. The bidder who scored the highest point will be recommended for appointment. The bidders will be ranked according to the point scored

4. PHASE 2: FUNCTIONALITY/QUALITY - WORKSTREAM 4: UNIVERSAL ACCESS SPECIALIST

The scoring of the approach paper quality assurance statement will be as follows:

Bidder evaluation criteria for functionality	Weigh	Description	Points
(Attach project implementation plan and methodology)	30	Demonstration of proposed methodology and approach on the scope of work	
		<ul style="list-style-type: none"> • Good Methodology and approach – The bidder has demonstrated excellent understanding of the scope, outlined an innovative in provision of the delivery mechanism of the project and clearly provided a detail programme with milestones, technology to be utilized and methodology for achieving the overall scope. 	30
		<ul style="list-style-type: none"> • Satisfactory Methodology and approach – The bidder has demonstrated good understanding of the scope, outlined a good delivery mechanism of the project, and provided the programme with milestones, technology to be utilized and methodology for achieving scope. 	20
		<ul style="list-style-type: none"> • Poor Methodology and approach – The bidder has demonstrated lack of understanding of the scope, outlined a good delivery mechanism of the project, and provided the programme with no milestones, technology to be utilized and methodology for achieving the scope 	10

B. EVALUATION SCHEDULE: EXPERIENCE OF KEYSTAFF

A CV of each key staff member of not more than 2 pages should be attached to this schedule. The CV should be structured under the following headings:

1. Personal particulars
 - Name
 - Date and place of birth
 - Place (s) of tertiary education and dates associated therewith
 - Professional awards
2. Qualifications (degrees, diplomas, grades of membership of professional societies and professional registrations & accreditation)
3. Name of current employer and positioning enterprise
4. Overview of postgraduate/ diploma experience (year, organization and position)
5. Outline of recent assignments/ experience that has a bearing on the scope of work

The scoring of the experience and educational qualification of key staff will be as follows:

Bidder evaluation criteria for functionality	Weigh	Description	Points
<ul style="list-style-type: none"> • Relevant experience of key staff in the applied stream (Attach CV and certified qualification) • Also attach profile of projects worked on as key staff. 	40	• Master's Degree or Above with 9 + years of experience	40
		• Master's Degree or Above with 6 to 8 years of experience	35
		• Master's Degree or Above with 3 to 5 years of experience	25
		• Master's Degree or Above with 1 to 2 years of experience	20

C. EVALUATION SCHEDULE: TENDERER'S EXPERIENCE

The experience of the tenderer as opposed to the key staff members/experts in similar projects or similar are a sand conditions in relation to the scope of work will be evaluated.

Tenderers should very briefly describe his or her experience in this regard and attach this to this schedule.

The description should be put in tabular form with the following headings:

Employer, contact person and telephone number, where available	Description of work(service)	Value of work (i.e. the service provided) inclusive of VAT(Rand)	Date completed

The scoring of the Tenderer's experience will be as follows:

Bidder evaluation criteria for functionality	Weigh	Description	Points
Attach signed reference letters on the letterhead of the client as a proof experience.	30	<ul style="list-style-type: none"> • The bidder has executed more than seven (7+) similar project • The bidder has executed between 5 -6 similar project • The bidder has executed between 3 – 4 similar 	<p>30</p> <p>20</p> <p>10</p>

A bid will be disqualified if it fails to meet the minimum threshold (70 points) for functionality. The bidder who scored the highest point will be recommended for appointment. The bidders will be ranked according to the point scored

5. PHASE 2: FUNCTIONALITY/QUALITY - WORKSTREAM 5: INTELLIGENT TRANSPORT SYSTEM MODELLING

A. The scoring of the approach paper quality assurance statement will be as follows:

Bidder evaluation criteria for functionality	Weigh	Description	Points
(Attach project implementation plan and methodology)	40	Demonstration of proposed methodology and approach on the scope of work	40
		<ul style="list-style-type: none"> • Good Methodology and approach – The bidder has demonstrated excellent understanding of the scope, outlined an innovative in provision of the delivery mechanism of the project and clearly provided a detail programme with milestones, technology to be utilized and methodology for achieving the overall scope. 	30
		<ul style="list-style-type: none"> • Satisfactory Methodology and approach – The bidder has demonstrated good understanding of the scope, outlined a good delivery mechanism of the project, and provided the programme with milestones, technology to be utilized and methodology for achieving scope. 	20
		<ul style="list-style-type: none"> • Poor Methodology and approach – The bidder has demonstrated lack of understanding of the scope, outlined a good delivery mechanism of the project, and provided the programme with no milestones, technology to be utilized and methodology for achieving the scope 	

B. EVALUATION SCHEDULE: EXPERIENCE OF KEYSTAFF

A CV of each key staff member of not more than 2 pages should be attached to this schedule. The CV should be structured under the following headings:

1. Personal particulars
 - Name

- Date and place of birth
 - Place (s) of tertiary education and dates associated therewith
 - Professional awards
2. Qualifications (degrees, diplomas, grades of membership of professional societies and professional registrations & accreditation)
 3. Name of current employer and positioning enterprise
 4. Overview of postgraduate/ diploma experience (year, organization and position)
 5. Outline of recent assignments/ experience that has a bearing on the scope of work

Excellent verbal and written communicator The scoring of the experience and educational qualification of key staff will be as follows:

Bidder evaluation criteria for functionality	Weigh	Description	Points
<ul style="list-style-type: none"> • Relevant experience of key staff in the applied stream (Attach CV and certified qualification) • Also attach profile of projects worked on as key staff. 	40	• Master's Degree or Above with 9 + years of experience	40
		• Master's Degree or Above with 6 to 8 years of experience	35
		• Master's Degree or Above with 3 to 5 years of experience	25
		• Master's Degree or Above with 1 to 2 years of experience	20

C. EVALUATION SCHEDULE: TENDERER'S EXPERIENCE

The experience of the tenderer as opposed to the key staff members/experts in similar projects or similar are a standard conditions in relation to the scope of work will be evaluated.

Tenderers should very briefly describe his or her experience in this regard and attach this to this schedule.

The scoring of the Tenderer's experience will be as follows:

Bidder evaluation criteria for functionality	Weigh	Description	Points
Attach signed reference letters on the letterhead of the client as a proof experience.	20	• The bidder has executed more than seven (7+) similar project	20
		• The bidder has executed between 5 -6 similar project	10
		• The bidder has executed between 3 – 4 similar	05

A bid will be disqualified if it fails to meet the minimum threshold (70 points) for functionality. The two bidders who scored the highest point will be recommended for appointment. The bidders will be ranked according to the point scored

6. PHASE 2: FUNCTIONALITY/QUALITY - WORKSTREAM 6: BUSINESS & FINANCIAL PLANNING

A. EVALUATION SCHEDULE: APPROACH PAPER AND QUALITY ASSURANCE

The methodology approach papers must respond to proposed scope of work/project design and outline the proposed approach/methodology and work plan complete with time frames, and where relevant and appropriate, propose the scope of work and/or modifications to the scope of work. The approach paper should articulate what the tenderer is offering.

The tenderer must as such explain his/her understanding of the objectives of the assignment and the Employer’s stated and implied requirements, highlight the issues of importance, and explain the technical approach they would adopt to address them. The approach paper should explain the methodologies which are to be adopted, demonstrate the compatibility of those methodologies with the proposed approach (for instance, the methods of interpreting available data carrying out investigations, analyses, and studies; and comparing alternative solutions) and address any modifications to or fully develop the scope of work, proposed by the Employer. The approach should also include a quality assurance statement and plan which outlines processes, procedures and associated resources, applied by whom and when, to meet the expected quality end-product.

The technical approach and methodology portion of the approach paper, read in conjunction with the workplan, should form the basis of the scope of work in corporate in the contract with the successful tenderer. Accordingly, this portion of the approach paper should clearly articulate the project deliverables.

The scoring of the approach paper quality assurance statement will be as follows:

Bidder evaluation criteria for functionality	Weigh	Description	Points
(Attach project implementation plan and methodology)	20	Demonstration of proposed methodology and approach on the scope of work	20
		<ul style="list-style-type: none"> • Good Methodology and approach – The bidder has demonstrated excellent understanding of the scope, outlined an innovative in provision of the delivery mechanism of the project and clearly provided a detail programme with milestones, technology to be utilized and methodology for achieving the overall scope. 	15

		<ul style="list-style-type: none"> • Satisfactory Methodology and approach – The bidder has demonstrated good understanding of the scope, outlined a good delivery mechanism of the project, and provided the programme with milestones, technology to be utilized and methodology for achieving scope. • Poor Methodology and approach – The bidder has demonstrated lack of understanding of the scope, outlined a good delivery mechanism of the project, and provided the programme with no milestones, technology to be utilized and methodology for achieving the scope 	10
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B. EVALUATION SCHEDULE: EXPERIENCE OF KEYSTAFF

A CV of each key staff member of not more than 2 pages should be attached to this schedule. The CV should be structured under the following headings:

1. Personal particulars
 - Name
 - Date and place of birth
 - Place (s) of tertiary education and dates associated therewith
 - Professional awards
2. Qualifications (degrees, diplomas, grades of membership of professional societies and professional registrations & accreditation)
3. Name of current employer and positioning enterprise
4. Overview of postgraduate/ diploma experience (year, organization and position)
5. Outline of recent assignments/ experience that has a bearing on the scope of work

The scoring of the experience of key staff will be as follows:

Bidder evaluation criteria for functionality	Weigh	Description	Points
<ul style="list-style-type: none"> • Relevant experience of key staff in the applied stream (Attach CV and certified qualification) • Also attach profile of projects worked on as key staff. 	30	<ul style="list-style-type: none"> • Masters/CA/CIMA/Equivalent or above with 13+ years of experience • Masters/CA/CIMA/Equivalent or above with 11 - 12 years of experience • Masters/CA/CIMA/Equivalent or above with 8 -10 years of experience • Masters/CA/CIMA/Equivalent or above with 5 -7 years of experience • Masters/CA/CIM/Equivalent or above with less than 5 years of experience 	30 20 15 10 5
<ul style="list-style-type: none"> • Team leader responsible for implementation of the Project on a day-to-day basis 	20	<ul style="list-style-type: none"> • Post Graduate Qualification in Business and Accounting related field or above with 10+ years of experience • Post Graduate Qualification in Business and Accounting related field or above with 8 - 10 years of experience • Post Graduate Qualification in Business and Accounting related field or above with 6 -8 years of experience • Post Graduate Qualification in Business or Accounting related field or above with less than 6 years of experience 	20 15 10 5

C. EVALUATION SCHEDULE: TENDERER’S EXPERIENCE

The experience of the tenderer as opposed to the key staff members/experts in similar projects in relation to the scope of work will be evaluated.

Tenderers should very briefly describe his or her experience in this regard and attach this to this schedule.

The description should be put in tabular form with the following headings:

Employer, contact person and telephone number, where available	Description of work(service)	Value of work (i.e. the service provided) inclusive of VAT(Rand)	Date completed

The scoring of the Tenderer’s experience will be as follows:

Bidder evaluation criteria for functionality	Weigh	Description	Points
Attach signed reference letters on the letterhead of the client as a proof of experience.	30	<ul style="list-style-type: none"> • The bidder has executed more than seven (7+) similar project • The bidder has executed between 5 -6 similar project • The bidder has executed between 3 – 4 similar • The bidder has executed between 1 – 2 similar project 	<p>30</p> <p>20</p> <p>10</p> <p>05</p>

A bid will be disqualified if it fails to meet the minimum threshold (70 points) for functionality. The bidder who scored the highest point will be recommended for appointment. The bidders will be ranked according to the point scored

7. PHASE 2: FUNCTIONALITY/QUALITY - WORKSTREAM 7:PROJECT MANAGEMENT SERVICES

B. The scoring of the approach paper quality assurance statement will be as follows:

Bidder evaluation criteria for functionality	Weigh	Description	Points
(Attach project implementation plan and methodology)	40	Demonstration of proposed methodology and approach on the scope of work	40
		<ul style="list-style-type: none"> • Good Methodology and approach – The bidder has demonstrated excellent understanding of the scope, outlined an innovative in provision of the delivery mechanism of the project and clearly provided a detail programme with milestones, technology to be utilized and methodology for achieving the overall scope. 	30
		<ul style="list-style-type: none"> • Satisfactory Methodology and approach – The bidder has demonstrated good understanding of the scope, outlined a good delivery mechanism of the project, and provided the programme with milestones, technology to be utilized and methodology for achieving scope. • Poor Methodology and approach – The bidder has demonstrated lack of understanding of the scope, outlined a good delivery mechanism of the project, and provided the programme with no milestones, technology to be utilized and methodology for achieving the scope 	20

B. EVALUATION SCHEDULE: EXPERIENCE OF KEYSTAFF

A CV of each key staff member of not more than 2 pages should be attached to this schedule. The CV should be structured under the following headings:

1. Personal particulars
 - Name

- Date and place of birth
 - Place (s) of tertiary education and dates associated therewith
 - Professional awards
2. Qualifications (degrees, diplomas, grades of membership of professional societies and professional registrations & accreditation)
 3. Name of current employer and positioning enterprise
 4. Overview of postgraduate/ diploma experience (year, organization and position)
 5. Outline of recent assignments/ experience that has a bearing on the scope of work

Excellent verbal and written communicator The scoring of the experience and educational qualification of key staff will be as follows:

Bidder evaluation criteria for functionality	Weigh	Description	Points
<ul style="list-style-type: none"> • Relevant experience of key staff in the applied stream (Attach CV and certified qualification) • Also attach profile of projects worked on as key staff. 	40	• Master's Degree or Above with 9 + years of experience	40
		• Master's Degree or Above with 6 to 8 years of experience	35
		• Master's Degree or Above with 3 to 5 years of experience	25
		• Master's Degree or Above with 1 to 2 years of experience	20

C. EVALUATION SCHEDULE: TENDERER'S EXPERIENCE

The experience of the tenderer as opposed to the key staff members/experts in similar projects or similar are a standard conditions in relation to the scope of work will be evaluated.

Tenderers should very briefly describe his or her experience in this regard and attach this to this schedule.

The scoring of the Tenderer's experience will be as follows:

Bidder evaluation criteria for functionality	Weigh	Description	Points
Attach signed reference letters on the letterhead of the client as a proof experience.	20	• The bidder has executed more than seven (7+) similar project	20
		• The bidder has executed between 5 -6 similar project	10
		• The bidder has executed between 3 – 4 similar	05

A bid will be disqualified if it fails to meet the minimum threshold (70 points) for functionality. The two bidders who scored the highest point will be recommended for appointment. The bidders will be ranked according to the point scored

8. PHASE 2: FUNCTIONALITY/QUALITY - WORKSTREAM 8:PUBLIC TRANSPORT INFRASTRUCTURE DEVELOPMENT

The bidders who complied administratively will be considered for further evaluation on ability to execute the project.

The bidders will be required to submit separate methodology approach paper, resources availability and relevant company experience for each workstream the bidders are bidding for.

The assessment of functionality will be done in terms of the evaluation criteria with 100 maximum points available. A bid will be disqualified if it fails to meet the minimum threshold (70 points) for functionality as per the bid invitation.

A. EVALUATION SCHEDULE: APPROACH PAPER AND QUALITY ASSURANCE

The scoring of the approach paper quality assurance statement will be as follows:

Bidder evaluation criteria for functionality	Weigh	Description	Points
(Attach project implementation plan and methodology)	20	Demonstration of proposed methodology and approach on the scope of work	20
		<ul style="list-style-type: none"> • Good Methodology and approach – The bidder has demonstrated excellent understanding of the scope, outlined an innovative in provision of the delivery mechanism of the project and clearly provided a detail programme with milestones, technology to be utilized and methodology for achieving the overall scope. • Satisfactory Methodology and approach – The bidder has demonstrated good understanding of the scope, outlined a good delivery mechanism of the project, and provided the programme with milestones, technology to be 	

		<p>utilized and methodology for achieving scope.</p> <ul style="list-style-type: none"> • Poor Methodology and approach – The bidder has demonstrated lack of understanding of the scope, outlined a good delivery mechanism of the project, and provided the programme with no milestones, technology to be utilized and methodology for achieving the scope 	5
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B. EVALUATION SCHEDULE: EXPERIENCE OF KEYSTAFF

A CV of each key staff member of not more than 2 pages should be attached to this schedule. The CV should be structured under the following headings:

1. Personal particulars
 - Name
 - Date and place of birth
 - Place (s) of tertiary education and dates associated therewith
 - Professional awards
2. Qualifications (degrees, diplomas, grades of membership of professional societies and professional registrations & accreditation)
3. Name of current employer and positioning enterprise
4. Overview of postgraduate/ diploma experience (year, organization and position)
5. Outline of recent assignments/ experience that has a bearing on the scope of work

The scoring of the experience of key staff will be as follows:

Bidder evaluation criteria for functionality	Weigh 50	Description	Points
<ul style="list-style-type: none"> • Relevant experience of key staff in the applied stream (Attach CV and certified qualification) • Also attach profile of projects worked on as key staff. 	20	• Masters or above with 13+ years of experience	20
		• Masters or above with 11 - 12 years of experience	15
		• Masters or above with 8 -10 years of experience	10
		• Masters or above with 5 -7 years of experience	5
		• Masters or above with less than 5 years of experience	2

Resident Engineer points	15		15
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Registered Technologist / Engineer 12 years plus	15
Registered Technologist 9 -11 years	10
Registered Technologist 7-10 years	7
Registered Technologist less 7 years	3

Assistant Resident Engineer points	15		15
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Registered Technologist / Engineer 8 years plus	15
Registered Technologist /Engineer 5 – 7 years	10
Registered Engineer / Engineer 2- 4 years	7
Unregistered Technologist / Engineer with 7 years plus	3

C. EVALUATION SCHEDULE: TENDERER'S EXPERIENCE

The experience of the tenderer as opposed to the key staff members/experts in similar projects in relation to the scope of work will be evaluated.

Tenderers should very briefly describe his or her experience in this regard and attach this to this schedule.

The description should be put in tabular form with the following headings:

Employer, contact person and telephone number, where available	Description of work(service)	Value of work (i.e. the service provided) inclusive of VAT(Rand)	Date completed
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The scoring of the Tenderer's experience will be as follows:

Bidder evaluation criteria for functionality	Weigh	Description	Points
Attach signed reference letters on the letterhead of the client as a proof of experience.	30	• The bidder has executed more than seven (7+) similar project	30
		• The bidder has executed between 5 -6 similar project	20
		• The bidder has executed between 3 – 4 similar	10
			05

		<ul style="list-style-type: none">• The bidder has executed between 1 – 2 similar project	
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A bid will be disqualified if it fails to meet the minimum threshold (70 points) for functionality. The bidder who scored the highest point will be recommended for appointment. The bidders will be ranked according to the point scored

9. PHASE 2: FUNCTIONALITY/QUALITY - WORKSTREAM 9: INDEPENDENT FACILITATION

The scoring of the approach paper quality assurance statement will be as follows:

Bidder evaluation criteria for functionality	Weigh	Description	Points
(Attach project implementation plan and methodology)	30	Demonstration of proposed methodology and approach on the scope of work	
		<ul style="list-style-type: none"> • Good Methodology and approach – The bidder has demonstrated excellent understanding of the scope, outlined an innovative in provision of the delivery mechanism of the project and clearly provided a detail programme with milestones, technology to be utilized and methodology for achieving the overall scope. 	30
		<ul style="list-style-type: none"> • Satisfactory Methodology and approach – The bidder has demonstrated good understanding of the scope, outlined a good delivery mechanism of the project, and provided the programme with milestones, technology to be utilized and methodology for achieving scope. 	20
		<ul style="list-style-type: none"> • Poor Methodology and approach – The bidder has demonstrated lack of understanding of the scope, outlined a good delivery mechanism of the project, and provided the programme with no milestones, technology to be utilized and methodology for achieving the scope 	10

B. EVALUATION SCHEDULE: EXPERIENCE OF KEYSTAFF

A CV of each key staff member of not more than 2 pages should be attached to this schedule. The CV should be structured under the following headings:

1. Personal particulars
 - Name
 - Date and place of birth
 - Place (s) of tertiary education and dates associated therewith
 - Professional awards
2. Qualifications (degrees, diplomas, grades of membership of professional societies and professional registrations & accreditation)
3. Name of current employer and positioning enterprise
4. Overview of postgraduate/ diploma experience (year, organization and position)
5. Outline of recent assignments/ experience that has a bearing on the scope of work

The scoring of the experience and educational qualification of key staff will be as follows:

Bidder evaluation criteria for functionality	Weigh	Description	Points
<ul style="list-style-type: none"> • Relevant experience of key staff in the applied stream (Attach CV and certified qualification) • Also attach profile of projects worked on as key staff. 	40	• Master’s Degree or Above with 9 + years of experience	40
		• Master’s Degree or Above with 6 to 8 years of experience	35
		• Master’s Degree or Above with 3 to 5 years of experience	25
		• Master’s Degree or Above with 1 to 2 years of experience	20

C. EVALUATION SCHEDULE: TENDERER’S EXPERIENCE

The experience of the tenderer as opposed to the key staff members/experts in similar projects or similar are a sand conditions in relation to the scope of work will be evaluated.

Tenderers should very briefly describe his or her experience in this regard and attach this to this schedule.

The description should be put in tabular form with the following headings:

The scoring of the Tenderer's experience will be as follows:

Bidder evaluation criteria for functionality	Weigh	Description	Points
Attach signed reference letters on the letterhead of the client as a proof experience.	30	<ul style="list-style-type: none"> • The bidder has executed more than seven (7+) similar project 	30
		<ul style="list-style-type: none"> • The bidder has executed between 5 -6 similar project 	20
		<ul style="list-style-type: none"> • The bidder has executed between 3 – 4 similar 	10

A bid will be disqualified if it fails to meet the minimum threshold (70 points) for functionality. The bidder who scored the highest point will be recommended for appointment. The bidders will be ranked according to the point scored

MBD 4

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

3.1 Full Name of bidder or his or her representative:.....

3.2 Identity Number:

3.3 Position occupied in the Company (director, trustee, shareholder²):.....

3.4 Company Registration Number:

3.5 Tax Reference Number:.....

3.6 VAT Registration Number:

3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

3.8 Are you presently in the service of the state? **YES / NO**

3.8.1 If yes, furnish particulars.

.....

¹MSCM Regulations: "in the service of the state" means to be –

- (a) a member of –
 - (i) any municipal council;
 - (ii) any provincial legislature; or
 - (iii) the national Assembly or the national Council of provinces;
- (b) a member of the board of directors of any municipal entity;
- (c) an official of any municipality or municipal entity;
- (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
- (e) a member of the accounting authority of any national or provincial public entity; or
- (f) an employee of Parliament or a provincial legislature.

² Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

3.9 Have you been in the service of the state for the past twelve months? **YES / NO**

3.9.1 If yes, furnish particulars.....

.....

3.10 Do you have any relationship (family, friend, other) with persons
in the service of the state and who may be involved with
the evaluation and or adjudication of this bid? **YES / NO**

3.10.1 If yes, furnish particulars.

.....

.....

3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?**YES / NO**

3.11.1 If yes, furnish particulars

.....
.....

3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

3.12.1 If yes, furnish particulars.

.....
.....

3.13 Are any spouse, child or parent of the company's directors trustees, managers, principle shareholders or stakeholders in service of the state?**YES / NO**

3.13.1 If yes, furnish particulars.

.....
.....

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract.**YES / NO**

3.14.1 If yes, furnish particulars:

.....
.....

4. **Full details of directors / trustees / members / shareholders.**

Full Name	Identity Number	State Employee Number

.....

Signature

.....

Date

.....

Capacity

.....

Name of Bidder

DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)

For all procurement expected to exceed R10 million (all applicable taxes included), bidders must complete the following questionnaire

1 Are you by law required to prepare annual financial statements for auditing?

1.1 If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.

.....

.....

2 Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?

2.1 If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.

2.2 If yes, provide particulars.

.....

.....

.....

.....

* Delete if not applicable

3 Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?

YES / NO

3.1 If yes, furnish particulars

.....
.....

4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?
***YES / NO**

4.1 If yes, furnish particulars

.....
.....

CERTIFICATION

I, THE UNDERSIGNED (NAME)

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT

This Municipal Bidding Document (MBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2011 and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:201x.

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2011 (Regulation 9.(1) and 9.(3) make provision for the promotion of local production and content.
- 1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Regulation 9.(3) prescribes that where there is no designated sector, a specific bidding condition may be included, that only locally produced services, works or goods or locally manufactured goods with a stipulated minimum threshold for local production and content, will be considered.
- 1.4. Where necessary, for bids referred to in paragraphs 1.2 and 1.3 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.5. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.6. The local content (LC) as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 201x as follows:

$$LC = 1 - \left(\frac{X}{Y} \right) \times 100$$

Where

- x imported content
- y bid price excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by the South African Reserve Bank (SARB) at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid as required in paragraph 4.1 below.

1.7. A bid will be disqualified if:

- the bidder fails to achieve the stipulated minimum threshold for local production and content indicated in paragraph 3 below; and this declaration certificate is not submitted as part of the bid documentation.

2. Definitions

- 2.1. **“bid”** includes advertised competitive bids, written price quotations or proposals;
- 2.2. **“bid price”** price offered by the bidder, excluding value added tax (VAT);
- 2.3. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.4. **“designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
- 2.5. **“Duly sign”** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).
- 2.6. **“imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
- 2.7. **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
- 2.8. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and
- 2.9. **“Sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

3. The stipulated minimum threshold(s) for local production and content for this bid is/are as follows:

Description of services, works or goods

Stipulated minimum threshold

_____	_____ %
_____	_____ %
_____	_____ %

4. Does any portion of the services, works or goods offered have any imported content? YES / NO

4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.6 of the general conditions must be the rate(s) published by the SARB for the specific currency at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid.

The relevant rates of exchange information is accessible on www.reservebank.co.za.

Indicate the rate(s) of exchange against the appropriate currency in the table below:

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID No.
ISSUED BY: (Procurement Authority / Name of Municipality / Municipal Entity):

NB The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

I, the undersigned, (full names),
 do hereby declare, in my capacity as
 of(name of bidder
 entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286.
- (c) The local content has been calculated using the formula given in clause 3 of SATS 1286, the rates of exchange indicated in paragraph 4.1 above and the following figures:

Bid price, excluding VAT (y)	R
Imported content (x)	R
Stipulated minimum threshold for Local content (paragraph 3 above)	
Local content % as calculated in terms of SATS 1286	

If the bid is for more than one product, a schedule of the local content by product shall be attached.

- (d) I accept that the Procurement Authority / Municipality /Municipal Entity has the right to request that the local content be verified in terms of the requirements of SATS 1286.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286, may result in the Procurement Authority / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Policy Framework Act (PPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: **DATE:** _____

WITNESS No. 1 **DATE:** _____

WITNESS No. 2 **DATE:** _____

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Municipal Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be rejected if that bidder, or any of its directors have:
 - a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
 - b. been convicted for fraud or corruption during the past five years;
 - c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid**

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p>The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	<p>Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?</p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
4.4	<p>Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?</p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	<p>Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?</p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD
- 6 must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

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

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) Has been requested to submit a bid in response to this bid invitation;
 - (b) Could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) Provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) Prices;
 - (b) Geographical area where product or service will be rendered (market allocation)
 - (c) Methods, factors or formulas used to calculate prices;
 - (d) The intention or decision to submit or not to submit, a bid;
 - (e) The submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) Bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and

conditions or delivery particulars of the products or services to which this bid invitation relates.

9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition

of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

This document must be signed and submitted together with your bid

THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

INTRODUCTION

The National Industrial Participation (NIP) Programme, which is applicable to all government procurement contracts that have an imported content, became effective on the 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases / lease contracts (for goods, works and services) entered into after this date, are subject to the NIP requirements. NIP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the programme.

1 PILLARS OF THE PROGRAMME

- 1.1 The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US\$ 10 million or other currency equivalent to US\$ 10 million will have a NIP obligation. This threshold of US\$ 10 million can be reached as follows:
- (a) Any single contract with imported content exceeding US\$10 million.
or
 - (b) Multiple contracts for the same goods, works or services each with imported content exceeding US\$3 million awarded to one seller over a 2 year period which in total exceeds US\$10 million. or
 - (c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US\$10 million. or
 - (d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US\$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US\$10 million.
- 1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30 % of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a *pro-rata* basis.
- 1.3 To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers

A period of seven years has been identified as the time frame within which to discharge the obligation

2. REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

- 2.1 In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contract that is in excess of **R10 million** (ten million Rands), submit details of such a contract to the DTI for reporting purposes.
- 2.2 The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1.(b) to 1.1. (d) above.

3 BID SUBMISSIONS AND CONTRACT REPORTING REQUIREMENTS OF BIDDERS AND SUCCESSFUL BIDDERS (CONTRACTORS)

- 3.1 Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with the bid on the closing date and time.
- 3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million (ten million Rands), to contact and furnish
the **DTI with the following information:**

- Bid / contract number.
- Description of the goods, works or services.
- Date on which the contract was accepted.
- Name, address and contact details of the government institution.
- Value of the contract.
- Imported content of the contract, if possible.

- 3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 394 2401 or e-mail at Elias@thedti.gov.za for further details about the programme.

4 PROCESSES TO SATISFY THE NIP OBLIGATION

- 4.1 Once the successful bidder (contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:
- a. the contractor and the DTI will determine the NIP obligation;
 - b. the contractor and the DTI will sign the NIP obligation agreement;
 - c. the contractor will submit a performance guarantee to the DTI;
 - d. the contractor will submit a business concept for consideration and approval by the DTI;
upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;
 - e. the contractor will implement the business plans; and

f. the contractor will submit bi-annual progress reports on approved plans to the DTI.

4.2 The NIP obligation agreement is between the DTI and the successful bidder (contractor) and, therefore, does not involve the purchasing institution.

Bid number	Closing date:
Name of bidder	
Postal address	
.....	
Signature	Name (in print)
Date	

ANNEXURE “C”

CERTIFICATE FOR MUNICIPAL SERVICES AND PAYMENTS

TO: MUNICIPAL MANAGER, POLOKWANE MUNICIPALITY

FROM: _____ (Name of Bidder)

FURTHER DETAILS OF BIDDER(S); DIRECTORS/SHAREHOLDERS/PARTNERS, ETC.

Directors/shareholders/ Partner	Physical address of the Business	Municipal Account No.	Physical residential address of the Director/Shareholder/Partner	Municipal Account No.

NB: Please attach certified copy (ies) of ID document(s)

_____	_____	_____
Signatory		Date
Witnesses		
1. _____	_____	_____
Full Names	Signature	Date
2. _____	_____	_____
Full Names	Signature	Date

AUTHORISATION FOR DEDUCTION OF OUTSTANDING AMOUNTS OWED TO COUNCIL

TO: MUNICIPAL MANAGER, POLOKWANE MUNICIPALITY

FROM: _____ (Name of the Bidder or Consortium)

I, _____ the undersigned, hereby authorise the Polokwane Municipality to deduct the full amount outstanding by the business organisation/Director/Shareholder/Partner, etc. from any payment due by us/me.

Signed at _____ **Date** _____ **Month** _____ **20** _____

Print Name: _____

Signature: _____

Thus done and signed for and on behalf of the bidder/Contractor

Signatory

Date

Witnesses

1. _____

Full Names

Signature

Date

2. _____

Full Names

Signature

Date