



BID NUMBER: PM47-25/26

TENDER 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

NAME OF BIDDER:

CSD NUMBER:

CONTACT NUMBER

EMAIL ADDRESS:

TOTAL BID AMOUNT: _____

Document Prepared by:

Polokwane Municipality
Corner Landros Mare and Bodenstein Street
Polokwane
0699

CLOSING DATE: 17 SEPTEMBER 2026 @ 10H00

Documents must be deposited in the bid box not later than **10H00 on 17 September 2026** when bids will be opened in public.

Bidders must contact the following officials for any enquiries:

- Technical enquiries: Mr. Tyson Malete and: 015 290 2222; tysonm@polokwane.gov.za and Mr. Mr. Malesela Maubane; 015 290 2614; maleselama@polokwane.gov.za
- Supply chain enquiries: Mr. Tiro Pilusa: 015 290 2148; tirop@polokwane.gov.za
- **Bids will remain valid for a period of 90 days after the closing date.**

Bids received after the closing date and time will not be considered. Polokwane Municipality does not bind itself to accept the lowest or any other bid in whole or in part.

VERY IMPORTANT NOTICE ON DISQUALIFICATIONS

A bid that does not comply with the peremptory requirements stated hereunder will be

regarded as not being an “acceptable bid”, and such a bid will be rejected. An “acceptable bid” means any bid which, in all respects, complies with the conditions of the bid and the specifications as set out in the bid documents, including the conditions as specified in the preferential procurement policy framework Act and The Preferential Procurement Regulation, 2022 and related legislation, in terms of which provision is made for this policy

1. If any pages have been removed from the bid document and have therefore not been submitted.
2. If the bid document is completed using a pencil. Only black ink must be used to complete the bid document.
3. The bidder attempts to influence or has in fact influenced the evaluation and/or awarding of the contract.
4. The bid has been submitted after the relevant closing date and time.
5. If any bidder who, during the last five years, has failed to perform satisfactorily on a previous contract with the municipality, municipal entity or any other organ of state after written notice was given to that bidder that performance was unsatisfactory.
6. The accounting officer must ensure that, irrespective of the procurement process followed, no award may be given to a person –
 - (a) who is in the service of the state;
 - (b) if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state; or
 - (c) who is an advisor or consultant contracted to the municipality in respect of a contract that would cause a conflict of interest.
7. Bid offers will be rejected if the bidder or any of his/her directors are listed on the Register of Bid Defaulters in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act 12 of 2004) as a person prohibited from doing business with the public sector.
8. Bid offers will be rejected if the bidder has abused the Polokwane Municipality supply chain management system.
9. Failure to complete and sign the certificate of independent determination or disclosure of wrong information.

Failure to comply with the above will lead to immediate disqualification.

“Polokwane Municipality is committed to maintaining the highest standards of honesty, integrity and ethical conduct and has adopted a zero tolerance to fraud and corruption. Thus, Polokwane municipality urges all stakeholders and potential service providers to exercise extreme caution and be vigilant of imposters in the name of the Polokwane Municipality.

Service Providers are reminded of the importance of verifying the authenticity of any requests for personal information and avoid engaging with unsolicited communications, particularly those involving financial matters or the promise of tenders and jobs. Any suspicious activity, including fraudulent calls or messages, should be reported immediately to the relevant authorities and the police for investigation. Polokwane Municipality does not request potential service providers to pay any gratification to individual in any way whatsoever in exchange for the appointment to render services for the Municipality.”

Signed by Bidder



**PART A
INVITATION TO BID**

MBD1

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)					
BID NUMBER:	PM47-25/26	CLOSING DATE:	17 September 2026	CLOSING TIME:	10H00
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.				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

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 **17 September 2026**.

An official and compulsory briefing session not 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:
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	☐ Yes ☐ No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
SIGNATURE OF BIDDER		DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	SCM	CONTACT PERSON	Mr. Tyson Maletle and Mr. Malesela Maubane
CONTACT PERSON	Mr. Tiro Pilusa	TELEPHONE NUMBER	015 290 2222 and 015 290 2614
TELEPHONE NUMBER	015 290 2148	FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	Tysonm@polokwane.gov.za and maleselama@polokwane.gov.za
E-MAIL ADDRESS	tirop@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 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 "B"	GENERAL UNDERTAKING BY THE BIDDER
FORM "C"	GENERAL CONDITIONS OF CONTRACT
FORM "D"	GENERAL PROCEDURES
FORM "E"	SPECIAL CONDITIONS OF CONTRACT (IF ANY)
FORM "F"	BID SPECIFICATIONS
MBD 3.1	SCHEDULE OF PRICES
MBD 6.1	PREFERENTIAL PROCUREMENT FORM
ANNEXURE "A"	EVALUATION PROCESS AND CRITERIA
MBD 4	DECLARATION OF INTEREST
MBD 5	DECLARATION FOR PROCUREMENT ABOVE R10 MILLION
MBD 8	DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES
MBD 9	CERTIFICATE OF INDEPENDENT DIB DETERMINATION
ANNEXURE "B"	CERTIFICATE FOR MUNICIPAL SERVICES AND PAYMENTS
ANNEXURE "C"	AUTHORISATION FOR DEDUCTION OF OUTSTANDING AMOUNTS OWED TO COUNCIL



BID NO: PM47-25/26

BID DESCRIPTIONS: 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: TRANSPORTATION SERVICES

BUSINESS UNIT: TRANSPORTATION SERVICES

Bids are hereby invited for **APPOINTMENT OF PANEL OF SERVICE PROVIDERS TO RENDER SERVICES FOR THE LEETO LA POLOKWANE PUBLIC TRANSPORT SERVICE FOR A PERIOD OF THREE (3) YEARS.**

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

THIS BID IS SUBJECT TO THE, PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATION, 2022, AND THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

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

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 CHAINS MANAGEMENT REGULATIONS]

**MS. THUSO NEMUGUMONI
CITY MANAGER**

CIVIC CENTRE

LANDDROS MARE STREET

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.
- A valid Central Supplier Database Number (CSD)
- 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 or letter from tribal authority or valid lease agreement must be attached.
- Complies with the requirements of the bid and technical specifications.
- Comply in full and observe the requirements of the Notice to Bidders
- Experience with similar work – demonstrate a track record of a projects of similar scope and size

EVALUATION OF BIDS

- a) All bids received shall be evaluated in terms of the Supply Chain Management Regulations, Polokwane Municipality Supply Chain Management Policy (on request from Municipality), the a) preferential procurement regulation, and other applicable legislations.
- 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.

PLEASE NOTE

The City 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: PM47-25/26

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 _____

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.

"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. **"City Manager"** means the City 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. **"SMMEs"** (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.
15. **"Highest acceptable tender"** Means a tender that complies with all specifications and conditions of tender and that has the highest price compared to other tenders
16. **"Historically Disadvantaged Individual (HDI)"** means a South African Citizen (1) who, due to the apartheid policy that had been in place, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act No 110 of 1983) or the Constitution of the Republic of South Africa, 1993 (Act No 200 of 1993) ("the Interim Constitution"); and/or (2) Who is a female; and /or (3) Who has a disability; Provided that a person who obtained South African citizenship on or after the coming to effect of the Interim Constitution, is deemed not to be an HDI;
17. **"Lowest acceptable offer"** Means a tender that complies with all specifications and conditions of tender and that has lowest price compared to other tenders
18. **"Specific goals"** Means specific goals as contemplated in section 2(1)(d) of the Act which may include contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability including the

implementation of programmes of the Reconstruction and Development Programme as published in Government Gazette No. 16085 dated 23 November 1994

19. **“Tender for income-generating contracts”** Means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions

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.

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 the national treasury publication portal www.etenders.gov.za, the website of the municipality or any other appropriate ways (which may include an advertisement in Polokwane Municipality Notice board)

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 (if applicable)

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;

12 Meeting technical specifications and comply with bid conditions;

13 Financial ability to execute the contract; and

- (i) 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.
- (ii) 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. 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.

City 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.

City 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.

City 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)

BID NO: PM47-25/26

BID DESCRIPTIONS: APPOINTMENT OF PANEL OF SERVICE PROVIDERS TO RENDER SERVICES FOR THE LEETO LA POLOKWANE PUBLIC TRANSPORT SERVICE FOR A PERIOD OF THREE (3) YEARS

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.
4. The Bidder who is interested in submitting for more than one stream should select the relevant streams.
5. The Municipality shall appoint maximum of five (5) service providers per work stream.
6. The Municipality shall not appoint service provider for more than three streams

BID NO: PM47-25/26

BID DESCRIPTIONS: APPOINTMENT OF PANEL OF SERVICE PROVIDERS TO RENDER SERVICES FOR THE LEETO LA POLOKWANE PUBLIC TRANSPORT SERVICE FOR A PERIOD OF THREE (3) YEARS

1. DURATION OF THE PROJECT

The duration of the project will be three (3) years after the signing of the Service Level Agreement (SLA).

2. DETAILED 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 WORKSTREAMS:

No.	WORKSTREAM	(X)
1	<u>WORKSTREAM 1: MARKETING, COMMUNICATION AND STAKEHOLDER RELATIONS</u>	
2	<u>WORSTREAM 2: TAXI INDUSTRY SPECIALIST ADVISOR (TISA)</u>	
3	<u>WORSTREAM 3: INDEPENDENT FACILITATOR</u>	
4	<u>WORKSTREAM 4: TECHNICAL ADVISOR MUNICIPAL INDUTRY TRANSITION</u>	
5	<u>WORKSTREAM 5: CONTRACT MANAGEMENT</u>	
6	<u>WORKSTREAM 6: TRANSPORT PLANNING AND OPERATIONS</u>	
7	<u>WORKSTREAM 7: UNIVERSAL ACCESS</u>	
8	<u>WORKSTREAM 8: INTELLIGENT TRANSPORT SYSTEM AND MODELLING</u>	
9	<u>WORKSTREAM 9: BUSSINESS AND FINANCE</u>	
10	<u>WORKSTREAM 10: PUBLIC TRANSPORT INFRASTRUCTURE DEVELOPMENT</u>	

1. 1. Background

The objective of the Leeto La Polokwane Integrated Public Transport Network (IPTN) 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 but not limited to Non-Motorized Transport (NMT) Facilities 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 brings direct economic benefits to 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 centers to find employment and to access social education 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.

3. Objectives

The primary objective of these terms of reference (ToR) is to appoint a panel of experienced, expert agencies to support the City of Polokwane in rolling out the Leeto La Polokwane IPTN through various work streams.

4. SOPE 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 Polokwane Integrated Public Transport Network (IPTN), Leeto La Polokwane) 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. Conceptualisation 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 conceptualizing 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
 - Tagline
 - 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.

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 Operating Companies, Station Services Company and Contract Management 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.

Professional team

- Workstream Leader
- Communication/Public Relations Specialist
- Writer/Editor
- Stakeholder Engagement / Customer Relationship Management
- Digital Marketer/Social Media Specialist
- Information Technology Specialist (Programmer)
- Graphics Designer
- Photographer/Videographer

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

- A minimum of **Bachelor Honours degree** in Business Administration, Communication/Communication Science/Strategic Communication, Corporate Communication/Public Relations or Marketing.
- Registration with a professional body such as the Public Relations Institute of Southern Africa (**PRISA**) or Association for Communication and Advertising (**ACA**) will be an added advantage.
- Strong consumer and product awareness
- Good organisational 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

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

- BA/BCom/BBA in Marketing/Marketing Management/Marketing Communication
- 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

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

- BA/BCom in Communication/Communication Science/Strategic Communication, or Corporate Communication/Public Relations.

- Understanding of relevant public transport requirements and proven experience of at least 5 years' experience handling press conferences.
- 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**

- BA Communication/Corporate Communication/Public Relations
- 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/BCom Degree or diploma in Marketing, Digital Marketing, Graphic Design, Communication or Business Management
- 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/BCom/BSc Degree or National Diploma in Information Technology, Computer Systems or Informatics
- 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 or Visual Communication
- 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 Higher Certificate in Commercial/Digital Photography, Photography/ Photography and Videography, Motion Picture Production or Multimedia Design
- 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 (TISA)

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

- Workstream Leader
- Technical Advisor: Public Transport Specialist/Planner
- Technical Advisor: Financial Accounting / Modelling and Business Structuring
- Technical Advisor: Legal and Contract Services
- Administrative Support

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

- A minimum of a **Bachelor Honours degree** in Transport Planning/Engineering, Business Administration or Project Management.
- 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

4. 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 be impacted by next phase of PIPTN 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 Business Administration.
 - 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)
 - 5 years' relevant experience
 - Admitted Attorney in South Africa
 - In depth knowledge of relevant Transport Legislation governing Public Transport
 - 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.
5. The following knowledge, skills and personal attributes are a minimum requirement for the **Administrative Support**
- A minimum Diploma/National Diploma in Administrative Management, Office Management, Office Management and Technology or Business Management

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 PIPTN
- 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: INDEPENDENT FACILITATION

Professional Team

Workstream/Leader Facilitator- **Bachelor Honours 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 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

A 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 IPTN team
Management of expenditure and cash flow of the work stream
Report on progress to the IPTN 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 and chair meetings between the City and affected operators
Determining and having the authority to decide on matters of process
Maintain records of all meetings and 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 City 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

4.4. WORKSTREAM 4: MUNICIPAL INDUSTRY TRANSITION TECHNICAL ADVISOR

Professional Team

- Workstream Leader: **Bachelor Honours** degree in Laws (LLM), Industrial and Organisational Psychology, Business Administration (MBA), Business Leadership (MBL), Public Administration, Transport Economics/Planning or equivalent
- Industry Transition Chief Negotiator: Bachelor of Laws (LLB), Bachelor of Commerce Honours in Law, Bachelor's degree Honours in Industrial and Organisational Psychology, Business Administration or equivalent
- Industry Transition Team Members: Bachelor of Commerce in Financial Accounting, Bachelor of Accounting Marketing Management, Bachelor of Commerce in Transport Economics or bachelor's degree/Advanced Diploma in Public Administration, Public Affairs or Business Administration
- Administrative Support: Diploma/Advanced Diploma/Bachelor's degree in Office Management and Technology, Administrative Information Management or Public Administration
- Contract Specialist (Transport): Bachelor of Commerce Honours in Law, Bachelor of Laws (LLB), Bachelor of Commerce Honours in Transport Economics

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

Knowledge

- A minimum of a **Degree in Laws** (LLM), Industrial and Organisational Psychology, Business Administration (MBA), Business Leadership (MBL), Transport Economics or Planning or Public Administration/Management (Public Affairs)
- Must be registered with a relevant professional or statutory body; and
- Must have a minimum of 10 years of relevant negotiation and facilitation experience.
- Knowledge of transport planning

Skills

- Excellent verbal and written communication skills;
- Conflict management;
- The ability to plan, organise 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

Industry Transition

- Workshop with City officials on a strategic plan to successfully engage and incorporate the existing public transport operators into Leeto La Polokwane
- Assist and support the Municipality in the negotiation process with the Phase 1A Vehicle Operating Company (VOC) to shape the 12-year contract
- Produce a brochure explaining the nature of the transition process and its impacts on existing public transport services due to expansion of the Leeto service into future phases
- Produce a summary report on the consultation and negotiation process.

Vehicle operator prospectus and contract

Provide input to the Business and Financial Planning Work stream with regards to development of the following:

System prospectus document through consultation process with the Phase 1A operator:
Vehicle operator contract document in preparation for 12-year contract negotiation

Strategic transport network evaluation

Provide input to the Transport Planning and Operations Work stream with regards to the following items in order to deliver strong social and financial solutions:

Technical network planning or 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 into system contracts

Interpretation of the operations plan outputs for industry transition tasks

Inputs to economic and social evaluation of the system.

Industry Negotiations

Assist and support the Municipality on all industry transition aspects during the negotiation of the Vehicle Operating Contract.

The above should include administrative, secretarial and logistic support to the negotiation process.

4.5. WORKSTREAM 5: SERVICE MONITORING FOR THE LEETO LA POLOKWANE INTEGRATED PUBLIC TRANSPORT NETWORK (CONTRACT MANAGEMENT)

Background

Planning and implementation of the Leeto La Polokwane Integrated Public Transport Network (IPTN) is undertaken as follows:

- The Phase 1 (A & B): Polokwane CBD to Seshego, Nirvana/Westenburg and Flora Park
- Phase 2: Polokwane CBD to Mankweng
- Phase 3: Polokwane CBD to Moletjie
- Phase 4: Polokwane CBD to Koloti

Leeto La Polokwane IPTN is currently implemented on Phase 1A routes with a 26 (21x12m & 5x9m) bus fleet operation which commenced on 27th October 2021. Phase 1A routes connects the CBD with the following the coverage areas:

- Seshego Zone 1 via Madiba Park (TE4);
- Seshego Zone 2 & 3 (TE5B);
- Nirvana/Westenburg (F4B); and
- Flora Park (F1).

Expansion into Phase 1B is planned for rollout in the 2025/26 financial year with other phases coming on board in subsequent financial years.

There are various contractual arrangements, current and future, for provision of critical and outsourced services on the network as follows:

- Bus operations
- Bus maintenance contract
- Public Transport Management System (PTMS)
- Automated Fare Collection
- Station Management

The IPTN is funded through the Public Transport Network Grant (PTNG) administered by the National Department of Transport (NDoT). The City of Polokwane is expected to manage contracts related to the above-mentioned outsourced services provided by third parties to ensure quality of service with its limited capacity.

Scope of work

Operational areas that will require daily inspection include buses, bus routes, bus station, depot and layovers, bus stops, and the control centre.

4.11.1. Deliverables

The deliverables of the project are as follows:

- a) Service Monitoring plan with timelines (Daily, weekly and Monthly);
- b) Daily Service Monitoring reports as per the applicable and agreed service standards (both soft and hard copies). Bidder to provide own tools of trade, such as computers, printers, stationery.
- c) Weekly and Monthly service monitoring performance reports including deviations and areas of improvements, (Both soft and hard copies)

- d) Weekly and Monthly penalty register reports as per the applicable agreed penalty schedule, e) Weekly and Monthly routes analysis performance reports,
- f) Weekly and monthly kilometers reconciliation reports,
- g) Weekly and Monthly bus maintenance reports,
- h) Monthly maintenance reconciliation reports and invoices, (both soft and hard copies)
- i) Quarterly customer satisfaction reports

4.11.1.1. Daily Field Service Monitoring

Field workers are to be deployed in all strategic operational area from the commencement of service in line with the operation times.

- a) Field service monitoring to be conducted through valid field service monitoring checklists,
- b) Field workers must be appropriately trained on the procedures of conducting inspections and quality audits,
- c) All findings and non-conformances should be evidence based, the use of a digital camera with date stamp to collect evidence is mandatory,
- d) Monitoring of driver's behavior is key in this category,
- e) Field service monitoring inspections must be done timeously.

4.11.1.2. Audits and Inspections – Quality Controllers

Quality audits and inspections to be performed at the depots, en-route buses, stations, bus stops and Control Centre. Inspections of buses and stations will include Leeto La Polokwane Monitoring Systems and Automated Fare Collection (AFC) equipment.

- a) Contractor's audits and inspections are conducted utilising formal, pre-defined, and approved checklists to ensure consistent, fair, and transparent inspections and audit are performed,
- b) Contractors must be informed of all pending audits, in order to prepare for the audit and ensure the appropriate personnel are available,
- c) Audit should not impede on the contractors normal working operations, and should be done as discretely as possible,
- d) The Inspector in charge can make the appointment and follow up with an email confirming date and time and noting the inspectors who will be attending,
- e) Only in cases of where fraud is suspected or where safety concerns exist, can an inspection without notice be made to a depot,
- f) The Inspector will compile a full report of the inspection/audit noting items checked, noting findings and actions/recommendations made to the relevant contractor. Note that such inspection audit procedure may result in penalties in case of obvious noncompliance,
- g) Follow up inspections should occur within a short time to examine progress on identified problems and issues and Inspectors are able to set a follow-up inspection date at the time of initial inspection,
- h) Routine audit inspection should not exceed 1-1.5 hours unless special circumstances require so,
- i) Any non-cooperation or attempt at concealment or partial information is to be reported,
- j) Inspectors must never allow standards to become compromised by allowing a lesser standard than stipulated in established procedures and records,
- k) Audit sample size to be agreed with the City,
- l) Inspectors must not inspect or audit any area for which they are not qualified or that exceed the scope of authority given by the supervisor.

4.11.1.2.1. Pre-Trip Inspection at depots – Quality Controllers

Pre-trip inspections are to be conducted daily at the depot before buses are dispatched for operation. Only buses that are fit and meet operational requirements can be dispatched. All processes that lead to a bus dispatched shall be thoroughly inspected and this include fleet rotation plans.

- a) The Pre-trip inspection is independent of the VOC's pre-trip inspection checklist and process,
- b) The inspection will focus on the system's critical items, which must be operating and functional, for the bus to operate on the routes,
- c) The critical system items which will be checked are On-board validators (OBV), this will include checking and verifying if the drivers have logged on the correct route codes. These checks are applicable to services as per the agreed sample size.
- d) All buses must be inspected at the depot before departing onto the route,
- e) No bus will be allowed to operate unless the driver's prescribed pre-trip inspection is done,
- f) On request the Vehicle Operating Company (VOC) must ensure buses are available at least 5 minutes prior to departure time from the depot, to allow sufficient time for the Quality inspectors to check the bus,
- g) No VOC driver, yard supervisor or dispatcher may interfere with the Quality inspectors during the course of their inspection,

4.11.1.2.2. En-route Quality Inspections – Quality Controllers

- a) Randomly check if the OBVs are updating station locations,
- b) Randomly check if loading ramps are deployed at all loading points,
- c) Randomly check if commuters are tapping in/out in the bus,
- d) Randomly check the state of bus cleanliness,
- e) Randomly check if stop announcements and Passenger information displaying systems are operational,
- f) Observe driver's behavior including harsh braking, harsh cornering and general safety adherence,
- g) Observe overloading and schedule adherence,
- h) Observe adherence to the safe docking and alignment to the boarding platforms,
- i) Randomly check the state of communication and monitoring equipment.

4.11.1.2.3. Stations inspections – Quality Controllers

- a) Randomly check adherence to the opening and closing of the station as per the applicable SOP,
- b) Randomly check if selling points are operational and adherence to the operational times,
- c) Randomly check if fare gates are operating correctly,
- d) Randomly check the availability of fare media at all selling points, at least once a week,

- e) Randomly check the availability and validity of fare information at all selling points, at least once a week,
- f) Randomly observe the time it takes to service commuters at all selling points, at least once a week. This will involve time measurement to various transactions as per the agreed key performance indicators with the AFC contractor,
- g) Randomly check the adherence to the security and safety procedures,
- h) Randomly check the adherence to customer complaints procedures,
- i) Randomly check the state of station cleanliness.

4.11.1.2.4. Fare Evasion monitoring – Quality Controllers

For fare evasion and fraudulent activities to be eliminated in the AFC system, a hand-held inspection device has been introduced for Quality Controllers to check all transactions on the fare media at any particular time in Leeto La Polokwane system. Some of the fare evasion tactics and fraudulent activities in the system include (but NOT limited to):

- a) A passenger not paying for their travel (with NO travel pass or fare media);
- b) A passenger travelling with a used ticket or damaged trip card;
- c) A passenger failing to validate (checking in or checking out) their travel;
- d) A passenger colluding with bus driver, station staff or station contracted staff to evade or avoid paying for their travel;
- e) A passenger using damaged or expired ABT card.

4.11.1.2.4.1. Operations of the Hand - Held Inspection device

These devices will be supplied by the City and training of Quality Controllers on operating the device will also be provided by the City. They facilitate reading the information stored on smartcards and occasional trip cards. To ensure effectiveness of the inspection system, the inspection device has the following built-in competencies:

- a) Reporting ability (number of inspections done, locations of inspection checks, number of penalties charged, number of hot-listed cards found, etc.)
- b) Transaction tracking and checking ability (details of the last ten transactions, number of penalties charged, etc.)
- c) Fare media validity checking (number of invalid cards in the system, hot-listed cards, etc.)
- d) Balance enquiry (balance checking, etc.)
- e) Penalty charge imposition (impose a penalty charge if a passenger in a paid up area without having paid).

4.11.1.2.4.2. This inspection device meets the following requirements:

- a) Operated by holding in inspector's hands;
- b) Battery life of at least 8 hours;
- c) Spare batteries can be carried in a pouch or sling bag;
- d) Devices to be charged at a central location;
- e) Communication with "back office" to process information gathered at the end of each shift;
- f) Devices record which inspector is using the device and for how long, i.e. login/off details;
- g) Device use is flexible and will accommodate all future AFC enhancements, as and when required.

4.11.2. Penalties and Administration

Penalties applicable due to non-conformance or poor performance by various contractors will be administered in line with the applicable penalty regime scheduled of a particular contract.

- a) Penalties imposed must be reviewed with the concerned contractors in a timeous manner, to allow contractors to respond accordingly, through operational performance review meetings with contractors,
- b) Where inspections reveal performance below what is prescribed in the Contractor's contract, has the right to impose the penalty, along with the necessary evidence,
- c) will determine the number of daily service inspections to be performed,
- d) A penalty register will be generated on a weekly basis and tabled at various weekly contracts meeting.

4.11.2.1. Process management – Business/ Process Analyst

- a) Development and review of the Standard Operating Procedures for all outsourced services as well as the internal operations;
- b) Review of the bus schedule as and when required,
- c) Optimize bus schedule to ensure optimal performance,
- d) Conduct weekly process audits;
- e) Review of performance standards;
- f) Implement and monitor continuous improvement initiatives;
- g) Compile and generate technical performance reports including:
 - i. Trend analysis reports,
 - ii. Heat maps,
 - iii. Trips reports,

- iv. Passenger reports,
- v. Fuel consumption,
- vi. Kilometers reports,
- vii. System Up/down time reports,
- viii. System utilization reports,
- ix. Customer complaints reports
- x. Incident and accidents reports,
- xi. Routes performance reports;
- xii. Bus rotation and utilization reports.

4.11.3. Bus Trip Monitoring – Point Controllers

Point Controllers to be deployed daily to all loading points along the network. All scheduled, missed, late and early trips must be recorded on a real-time basis.

- a) Routes must be monitored as per the route monitoring schedule,
- b) Point Controllers must not leave their post for any reason whatsoever, in order to ensure all trips information are recorded,
- c) Point Controllers to direct buses at the loading points and ensure that correct duties are allocated,
- d) Point Controllers must sign off recording sheets at the end of their shift,
- e) Daily KM reconciliation report must be generated by the end of the operation.

4.11.4. Technical Advisor – Bus Refurbishment and Maintenance

The weekly technical vehicle inspections will entail the operator's maintenance records and procedures and its vehicle pass rate for roadworthy certificate.

- a) Perform periodic maintenance inspections at the depots,
- b) Conduct service maintenance audits,
- c) Approve all maintenance invoices as per the service maintenance plans,
- d) Perform service maintenance spot checks,
- e) Conduct bus health state assessment and develop a bus refurbishment plans,
- f) Advise the City on any bus maintenance related issues.

4.11.4. Stakeholder management – Workstream Leader

- a) Convene weekly operational meetings with all operational stakeholders,
- b) Convene periodic passenger forum meetings,
- c) Conduct periodic customers' satisfaction surveys (frequency of surveys to be discussed and agreed with the City),
- d) Participate in management integration meetings.

4.11.5. Proposed personnel

Sufficient professional staff with suitable qualifications must be made available by the tenderer to undertake the project, as described in this section. The personnel must be knowledgeable and experienced in their fields of expertise and must be currently actively involved in those fields. The tenderer must include documentary evidence that each proposed professional meets these requirements. The tenderer will need the following personnel with specific qualifications, skills and experience, together with a minimum number of additional team members to be able to successfully complete all phases of the project:

Workstream Leader (1).
 Business/ Process Analyst (x2).
 Technical Advisor (Bus Refurbishment and Maintenance) (2).

Minimum requirements for key personnel:

The following mandatory qualifications for the key personnel must be submitted with the tender document and failure to do so will lead to immediate disqualification:

- **Workstream Leader:** The Workstream Leader must possess a minimum **Bachelor Honours Degree** in Project Management, Law, Business Administration/Business Leadership, Transport Planning and Operations or Transport Economics and five (5) years' project management experience in bus transport operation.
- **Business/ Process Analyst** – the business/process analyst shall possess a minimum Degree in Transport Planning and Operations or Transport Economics, and (3) years' experience in the implementation of Quality Management System (QMS) in public transport operations and ISO 900: 2015.
- **Supervisor** - Practitioners who possess a 3-year qualification and have minimum of three (3) years' experience in the public transport implementation field and have previous experience in the implementation of integrated public transport network,
- **Technical Advisor (Bus Refurbishment and maintenance)** – The Technical Advisor must be accredited independent bus technical expert with a minimum of 5 years' proven and verifiable experience in the field.

4.6 WORKSTREAM 6: TRANSPORT PLANNING AND OPERATIONS

KEY PROFESSIONAL TEAM

- Workstream Leader
- Project Manager: Transport Planning and Operations
- Senior IPTN Planning Specialist
- Transport Planner
- Senior IPTN Operations Specialist
- Vehicle Specialist (Bus Specification and Maintenance)

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

QUALIFICATIONS AND EXPERIENCE

- Minimum of a **Bachelor of Honours degree** in Transportation Engineering, Transport Economics, Transport Planning.
- 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 including that of an IPTN
- Knowledge of Non-Motorized Transport planning and implementation.
- Knowledge of Comprehensive Integrated Transport Plan (CITP) and Freight Movement Plan.
- 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
- The ability to be on-site when required by the client.

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, updating and implementation of the CITP.
- Provide comprehensive analysis of Leeto La Polokwane Phase 1A, Phase 1B and other phases of the IPTN
- Develop a comprehensive Integrated Public Transport Network Plan for Leeto la Polokwane detailing all the Phases of the project
- Conduct the Travel Demand Surveys for Phase 1 and 2 of Leeto la Polokwane's IPTN and provide the analysis.
- 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.
- Development, updating and implementation of the CITP and Freight Movement Plan & IRT Strategy
- Coordinate the preparation and updating of Transport sector plans (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 Leeto bus routes
- Conduct an audit of pedestrian conditions within at least a 300-meter radius of each Leeto bus routes
- Develop design and corrective recommendations to improve pedestrian access to trunk and feeder stations, routes, 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

4.7. WORKSTREAM 7: 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?

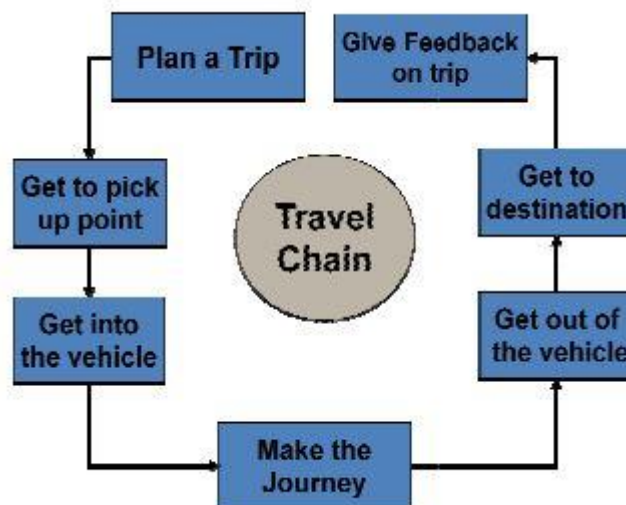
Access consultants come from a variety of backgrounds. Occupational therapy, ergonomics architecture, engineering, urban design or occupational health are relevant to universal design but are not sufficient in themselves to provide the required knowledge or experience to practice as an access consultant.

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
- To conduct trainings on universal access across the relevant stakeholders
- To establish a committee dealing with universal access in the City of Polokwane
- To implement the approved Universal Design Access Plan (UDAP) and update of the plan.
- 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 behaviour 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 IPTN SYSTEM

In relation to the principle infrastructure elements of a IPTN 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

4.8 WORKSTREAM 8: INTELLIGENT TRANSPORT SYSTEM MODELLING

KEY PROFESSIONAL TEAM

- Workstream Leader
- Senior IPTN Planning (Network Development)
- Transport Demand Modelling Specialist
- Fare System Specialist
- ITS Specialist
- APTMS/PTMS Specialist
- Transport Economist

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

KNOWLEDGE

- Minimum of a Bachelor Honours Degree in Traffic or Electronics Engineering
- Must be registered with a suitable Professional body in Engineering
- Must have a minimum of 10 years of relevant transportation and traffic engineering experience.
- In depth knowledge of transport model
- In depth knowledge of Intelligent Transport Systems (ICT, AFC, PTMS, Security, Safety, Surveillance & Urban Traffic Control)
- In depth knowledge of control centre operations and management of the transport network.
- 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

- Knowledge and experience in conducting Transport Studies
- Co-ordinate the process associated with the completion of Transport Studies in Polokwane (Household Travel Survey for 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 fieldwork training exercises.
- Review the existing developed routes and networks.
- 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 IPTN 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

4.9 WORKSTREAM 9: BUSINESS & FINANCIAL PLANNING

Professional Team

- Workstream Leader
- Business Structure Specialist
- Institutional Specialist
- Public Transport Contract Specialist
- Finance Specialist
- Advertising Specialist
- Land Value Capture Specialist

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

Knowledge

- A minimum of a **Bachelor Honours 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 area 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 overvalues).
- 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 minibuse 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 modelling (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 Phase1trunkandfeeder vehicles
- Produce an Operations Finance Plan for the expected means to cover Phase1operational 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 into 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

4.10 WORKSTREAM 10: PUBLIC TRANSPORT INFRASTRUCTURE DEVELOPMENT

Key Professional Team

- Workstream 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 **Bachelor Honours 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 area 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 timely 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.

PRICING SCHEDULE – FIRM PRICES (PURCHASES)

Name of bidder:- _____ Bid number: PM47 – 25/26 Closing Time : 10:00 Closing date:- 17 September 2026

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 6 to 8

The service provider is expected to indicate in the Hourly Fee Rates for Consultants and provide proof of salary band. An explanation of how to determine the appropriate fee rate is provided.

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 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

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

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included); and

1.2 To be completed by the organ of state

- a) The applicable preference point system for this tender is the 90/10 preference point system.
- b) 90/10 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	90
SPECIFIC GOALS	10
Total points for Price and SPECIFIC GOALS	100

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is

adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ \mathbf{Ps = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right)} & \mathbf{or} & \mathbf{Ps = 90 \left(1 - \frac{Pt - Pmin}{Pmin} \right)} \end{array}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

A maximum of 80 or 90 points is allocated for price on the following basis:

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \\
 \mathbf{Ps} = \mathbf{80} \left(\mathbf{1} + \frac{\mathbf{Pt - Pmax}}{\mathbf{Pmax}} \right) & \mathbf{or} & \mathbf{Ps} = \mathbf{90} \left(\mathbf{1} + \frac{\mathbf{Pt - Pmax}}{\mathbf{Pmax}} \right)
 \end{array}$$

Where

Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
 - (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.)

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	MEANS OF VERIFICATION DOCUMENTS REQUIRED	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)
Ownership of 51% or more by persons who are black	CSD/Company registration copy and ID Copies of directors	3	
Ownership of 51% or more by persons who are woman	CSD/Company registration copy and ID Copies of directors	3	
Ownership of 51% or more by persons who are disable	Medical report indicating disability	2	
Ownership of 51% or more by persons who are youth	CSD/Company registration copy and ID Copies of directors	1	
Ownership by persons who are residing within jurisdiction of Polokwane Municipality	municipal rates and taxes statement of account/ signed valid leasing agreement/Letter from tribal authority	1	
Total points claimed		10	

Table 2: Business entity ownership disclosure

Bidders must list all shareholders and provide ownership information in terms of the business entity registration certificate

Full Names	Identity Number	% of ownership	South African (Yes/No)	Race	Gender	Disable (Yes/No)	Youth (Yes/No)	Local enterprise (Yes/No)

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I 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 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering 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 tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

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

EVALUATION PROCESS AND CRITERIA**BID NO: PM47-25/26**

The following evaluation process and criteria will be used to evaluate all bids submitted:

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:

- Authority to sign filled in full
- All Pages initialed
- Certified ID Copies of All Directors/Members/Shareholders of The Company/Business (If JV, For Both)
- Attach Valid tax compliance status certificate (if JV, For Both)
- Joint venture agreement (Where applicable)
- Pricing Schedule in black ink
- Signed for all alteration and in the Pricing Schedule
- Central Supplier Database (CSD) report (If JV, For Both)
- Company certificate
- The bidder must have Public Liability Insurance Cover of 10 million
- Municipal rates and taxes/Lease agreement/Local tribal authority letter (For company and all the directors) not older than 3 months
- Completed and signed Invitation to bid (MBD1)
- Completed and signed declaration of interest (MBD4)
- Completed and signed declaration for procurement above R10 million (Including tax) (MBD5)
- Completed and signed preference points claim form (MBD6.1)
- Completed and signed declaration on past SCM practices form (MBD8)
- Completed and signed certificate of independent bid determination (MBD9)

NB: THE BIDDERS THAT MEET THE ABOVE ADMINISTRATIVE COMPLIANCE WILL FURTHER BE EVALUATED ON FUNCTIONALITY

PHASE 2: EVALUATION ON QUALITY/ FUNCTIONALITY= 100

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

Bidder evaluation criteria for functionality	Weight	Description	Points
(Attach project implementation plan and methodology)	40	Demonstration of proposed methodology and approach on the scope of work for the applied stream	
		• 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.	40
		• 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
		• 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

○ **EVALUATION SCHEDULE: EXPERIENCE OF KEY STAFF**

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	Weight	Description	Points
• Relevant experience of key staff in the applied stream (Attach CV and certified qualification) • Also attach profile of projects worked on as key staff. Certified copies shall not be older than six (6) months	30	• Bachelor's Honors Degree or Above with 9 + years of experience	30
		• Bachelor's Honors or Above with 6 to 8 years of experience	20
		• Bachelor's Honors or Above with 3 to 5 years of experience	15
		• Bachelor's Honors or Above with 1 to 2 years of experience	10

○ **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	Weight	Description	Points
Attach signed reference letters on the letterhead of the client as a proof experience. The attached experience shall be for the stream applied	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

A bid will be disqualified if it fails to meet the minimum threshold (80 points) for functionality. The bidders who scored the highest point on functionality will be recommended for award.

The bidders will be ranked according to the point scored and a maximum of five service providers will be appointed per stream.

	Project Implementation plan and Methodology
Poor (score 10)	The project implementation and Methodology approach is poor and is unlikely to satisfy project objectives or requirements. The bidder has misunderstood certain aspects of the scope of work and does not deal with the critical aspects of the project.
Satisfactory (score 20)	The project implementation and Methodology approach is generic and not tailored to address the specific project objectives and requirements. The approach does not adequately deal with the critical characteristics of the project. The quality plan is too generic.
Good (score 40)	The implementation plan is specifically tailored to address the specific project objectives and requirements and is sufficiently flexible to accommodate changes that may occur during execution. The quality plan is specifically tailored to the critical characteristics of the project

DECLARATION OF INTEREST

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

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

2.2.1 If so, furnish particulars:

.....
.....

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

YES/NO

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide

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

clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....
Signature

.....
Date

.....
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
*YES / NO
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?

- 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 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	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). 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.	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	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)? 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.	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
4.4	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?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		
4.5	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?	Yes ☐	No ☐
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

ANNEXURE “C”**CERTIFICATE FOR MUNICIPAL SERVICES AND PAYMENTS**

TO: CITY 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: CITY 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**