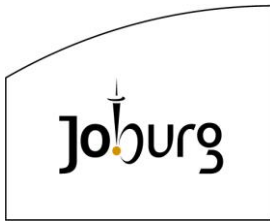


**APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO FORMULATE THE COMPREHENSIVE INTEGRATED TRANSPORT PLAN PART A: FOR THE CITY OF JOHANNESBURG.**

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**APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO FORMULATE THE COMPREHENSIVE INTEGRATED TRANSPORT PLAN PART A: FOR THE CITY OF JOHANNESBURG.**

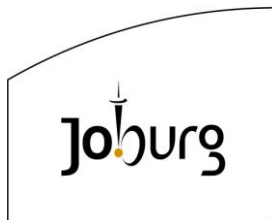
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**MBD 1**

**PART A**

**INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR [REQUIREMENTS] OF THE CITY OF JOHANNESBURG					
BID NUMBER:	COJ/TRP001/23-24	CLOSING DATE:	13 MARCH 2024	CLOSING TIME:	10:30AM
DESCRIPTION	APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO FORMULATE THE COMPREHENSIVE INTEGRATED TRANSPORT PLAN PART A: FOR THE CITY OF JOHANNESBURG.				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

**BID DOCUMENTS MUST BE DEPOSITED IN THE TENDER BOX SITUATED AT:**

GROUND FLOOR, METROPOLITAN CENTRE

158 CIVIC BOULEVARD

BRAAMFONTEIN, JOHANNESBURG

**NON-COMPULSORY BRIEFING SESSION**

DATE: 16 FEBRUARY 2024

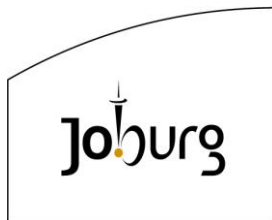
TIME: 10:30 AM

VENUE: 75 HELEN JOSEPH STREET OLD MUTUAL BUILDING

4TH FLOOR, AUDITORIUM, JOHANNESBURG

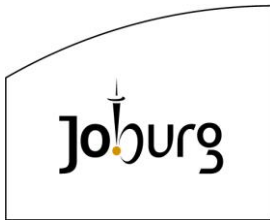
**SUPPLIER INFORMATION**

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		



**APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO FORMULATE THE COMPREHENSIVE INTEGRATED TRANSPORT PLAN PART A: FOR THE CITY OF JOHANNESBURG.**

CELLPHONE NUMBER			
E-MAIL ADDRESS			
VAT REGISTRATION NUMBER			
TAX COMPLIANCE STATUS	TCS PIN:		CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes  <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT  <input type="checkbox"/> Yes  <input type="checkbox"/> No
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE / SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED]</b>			
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?  <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3 ]
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
SIGNATURE OF BIDDER		DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			
<b>BIDDING PROCEDURE ENQUIRIES AND TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>			



**APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO FORMULATE THE  
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DEPARTMENT	TRANSPORTATION	CONTACT PERSON	ESTHER LETLHAKA
EMAIL ADDRESS	<a href="mailto:CITP@joburg.org.za">CITP@joburg.org.za</a>		



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**APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO FORMULATE THE  
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<b>BUSINESS STRUCTURE</b>	
Individual	
Joint Venture	
Company	
Consortium	
Sub – Contractor	
Other	
<b>If individual</b>	
Name of Bidder	
Contact Person	
Registration number	
Vat number	
CIDB number	
CSD registration number	
Business Address [not postal address]	

Initial



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Telephone	
E-mail address	
<b>COMPANY</b>	
Name of Bidder	
Contact Person	
Registration number	
Vat number	
CIDB number	
CSD registration number	
Business address [not postal address]	
Telephone	
E-mail address	
<b>If Joint Venture</b>	
Name of Bidder	
Contact Person	

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Initial



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Registration number	
Vat number	
CIDB number	
CSD registration number	
Business address [not postal address]	
Telephone	
E-mail address	
<b>If consortium</b>	
Name of Bidder	
Contact Person	
Registration number	
Vat number	
Business address [not postal address]	
Telephone	

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Initial





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E-mail address	
----------------	--

If subcontracting	
Name of Sub-contractor	
Contact Person	
Registration number	
Vat number	
CIDB registration	
CSD registration number	
Business address [not postal address]	
Telephone	
E-mail address	
If other	
Name of Bidder	
Contact Person	

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Registration number	
Vat number	
CIDB number	
CSD registration number	
Business address [not postal address]	
Telephone	
E-mail address	

MUNICIPAL DETAILS	
SUPPLIER NUMBER [if applicable]	

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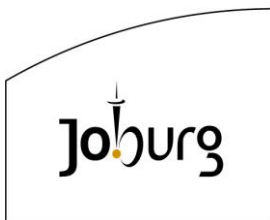
**JOINT VENTURE CERTIFICATE**

We, the undersigned member firms in the Joint Venture \_\_\_\_\_ [Name of the Joint Venture], hereby authorize Mr./Ms. \_\_\_\_\_ to sign this bid document as well as any contract resulting from bid number \_\_\_\_\_ and any other documents and correspondence in connection with this bid and/or contract for and on behalf of the Joint Venture.

NAME OF THE MEMBER FIRM(S)	REPRESENTATIVE OF THE FIRM	DESIGNATION OF THE REPRESENTATIVE OF THE FIRM	SIGNATURE

**NOTE: A copy of the Joint Venture Agreement, Joint Venture Certificate indicating the percentage contribution of each firm to the Joint Venture and the allocation of responsibilities and the resolution authorizing the above-mentioned person to sign all relevant documents must be attached.**

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**CONSORTIUM CERTIFICATE**

We, the undersigned consortium partners, hereby authorize \_\_\_\_\_  
[Name of entity] to act as lead consortium partner and further authorize  
Mr./Ms. \_\_\_\_\_ to sign this offer as well as any contract resulting  
from bid number \_\_\_\_\_ and any other documents and correspondence in  
connection with this bid and / or contract for and on behalf of the consortium.

CONSORTIUM PARTNER	FULL NAME OF CONSORTIUM MEMBER	PARTICIPATION %	SIGNATURE

**NOTE: A copy of the Consortium Agreement, Consortium Certificate indicating the allocation of responsibilities of consortium partner to the Consortium and the resolution authorizing the above-mentioned person to sign all relevant documents must be attached.**

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**SUBCONTRACTING CERTIFICATE**

I/We, the undersigned bidder undertake to subcontract \_\_\_\_\_% of the total bidding value to the below subcontractor/s.

<b><i>NAME OF SUBCONTRACTOR</i></b>	<b><i>CONTACT MEMBER OF THE SUB CONTRACTOR</i></b>	<b><i>% TO BE SUBCONTRACTED</i></b>	<b><i>SIGNATURE</i></b>

**NOTE: A copy of the Subcontract Agreement indicating the allocation of responsibilities of each subcontractor must be attached.**

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**PARTNERSHIP CERTIFICATE**

We, the undersigned partners in the business trading as \_\_\_\_\_  
hereby authorize Mr./Ms. \_\_\_\_\_ to sign this offer as well as  
any contract resulting from bid number \_\_\_\_\_ and any other documents  
and correspondence in connection with this bid and / or contract for and on behalf of the  
abovementioned partnership.

<b>NAME OF PARTNER</b>	<b>IDENTITY NO.</b>	<b>OWNERSHIP %</b>	<b>SIGNATURE</b>

**NOTE: A copy of the Partnership Agreement indicating the allocation of  
responsibilities of each partner to the Partnership and the resolution authorizing the  
above-mentioned person to sign all relevant documents must be attached.**

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**MBD 1 – PART B**

**1. IMPORTANT NOTICE**

A bidder is required to take notice of the following in the preparation and submission of this bid. **THIS IMPORTANT NOTICE APPLIES TO THE BID AS A WHOLE AND MUST BE READ AS PART OF EVERY SECTION AND ANNEXURE TO THIS BID DOCUMENT.**

- 1.1. The bidder must read this bid document diligently and where possible take advice or refer to the relevant legislation and regulation applicable to procurement.
- 1.2. The bid document must be completed in black ink and in full, correctly and truthfully. Provided that it's not relevant to the bidder, it must be marked "**N/A**".
- 1.3. Bid documents must be sealed when submitted. The submission must be delivered at the correct address as it reads from this bid document on or before the closing date and before the closing time. The correct time to be used will be Telkom time. No submission shall be accepted other than in the manner described in this paragraph.
- 1.4. Information requested must be provided. Such information must be genuine. Should information be a copy of the original, such copy must be certified and commissioned as the true copy of the original in terms of the relevant laws.
- 1.5. Documents requested [including those under "returnable documents" under specifications / terms of reference] must be attached at the end of that particular annexure requesting such information. Should the information exceed the provided space, an addendum must be attached at the end of that particular annexure requesting such information.

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- 1.6. Any requirement for signature must be signed at the appropriate space provided. It shall be deemed that the signatory is the bidder or a duly authorized person of the bidder.
- 1.7. The briefing session **must** be attended if compulsory. If not, the municipality highly recommends that the briefing session be attended.
- 1.8. **Error/s made must be scratched and signed next to the error by the same person who signs the bid document. Therefore, no tipex is allowed. In addition, error/s made and relating to price must be accompanied by a letter [in the bidder's letterhead] pointing out the error made and acknowledging that it is his or her signature and was signed by the bidder for reasons of correcting the error.**
- 1.9. The bid may be rejected in the event that the bidder:
- 1.9.1. fails to complete fully this bid document or to provide the information requested, or to sign the bid at the appropriate spaces provided or next to errors, his/her/its bid may be rejected due to non-compliance or being invalid;
  - 1.9.2. is found to be a role player or commits criminal act/s including fraud, price rigging, corruption, collusion, or forgery, the bidder shall be rejected. In the case of an award already made, the award or contract shall be terminated; or
  - 1.9.3. any of its director/s or those of the subcontractor/s or partner/s:
    - 1.9.3.1. owe municipal charges and is in arrears for more than 3 (three) months;
    - 1.9.3.2. had during the last 5 (five) years failed to perform satisfactorily on previous contract with the municipality or municipal entity

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- or organ of the state after written notice was given to perform satisfactorily;
- 1.9.3.3. abused the supply chain management of the municipality or municipal entity or committed an improper conduct;
- 1.9.3.4. has been listed in the register of tender defaulters; or
- 1.9.3.5. if any of the bidder's principals are in the service of the state.
- 1.10. Any steps taken because the bidder has failed to comply as provided in terms of this important notice or breached terms and conditions of the bid, shall not prevent the municipality from taking any steps available in law in addition to the remedies taken because of non-compliance or breach.
- 1.11. **Failure to take note of the advice and recommendations made under this important notice, shall be at the bidder's own risk.**
- 1.12. This bid will be subject to public adjudication and notice of the date and time of the sitting shall be published on the Municipality's website.
- 1.13. Bid documents must be collected at the stipulated address, date and time as advertised, or downloaded from the appropriate websites.
- 1.14. Bid documents will be opened after the closing time and all bidders and their prices will be published on the municipality's website.
- 1.15. The bid award shall be published in the municipal websites.
- 1.16. **BID SUBMISSION:**
- 1.16.1. Bids must be delivered by the stipulated time to the correct address. Late bids will not be accepted for consideration.
- 1.16.2. This bid is subject to the Preferential Procurement Policy Framework Act, 2000 and the Preferential Procurement Regulations, 2022, the General

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Conditions of Contract (GCC) and, if applicable, any other Special Conditions of Contract.

- 1.16.3. The successful bidder will be required to sign a written service level agreement.
- 1.17. The City of Johannesburg reserves the right to source information from various sources to verify the information provided by the bidder in this bid and to enable the City to assess the bidder's financial stability and viability, and record of business conduct. The information to be sourced may include information relevant for the verification of all the information submitted by the bidder in this bid and any other information that may reasonably be deemed necessary to enable the City's verification and assessment, including the following:

1. Commercial risk ratings;
2. Whether the bidder honours commitments with suppliers and/or customers;
3. Trade references;
4. Company statutory information;
5. Bidder's current address;
6. Tax information;
7. Bidder certification by international or local standard setting bodies and/or verification agencies;
8. Shareholding (shares and/or financial instruments held in and/or by the bidder);
9. Whether the bidder has relevant capacity (resources, infrastructure etc.) to execute the contract;
10. Annual Financial Statements, or information included therein;

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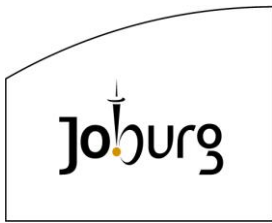
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11. Property interests of the bidder and principals;
  12. Judgements, and default listings of the bidder and principals, as well as debt review of principals;
  13. Business rescue, liquidation of bidder and sequestration of principals;
  14. Principals, including their shareholdings and/or business interests in the bidder and other entities as well as current interests.
- 1.18. The City may source the information directly from the sources, or make use of agents to source the information on its behalf.
- 1.19. **Consent form in terms of section 11 of the Protection of Personal Information Act, 2013 ("POPIA")**
- 1.19.1. In order for the City to consider the bidders response, it will be necessary for the City to process certain personal information which the bidder may share with the City for the bid submission, including personal information – which may include special personal information ("personal information"). Personal information will be processed by the City for the purposes of assessing the bidder's submission in relation to the bid. The City may also share the bidder's personal information with third parties to carry out verification and background checks, where necessary. In this regard, the bidder acknowledges that the City's authorized verification agent/s and service provider/s will access the personal information.
- 1.19.2. By ticking yes, and signing below, the bidder agrees and voluntarily consents to the City processing the bidder's personal information for the purpose of evaluating its submission, including to confirm and verify any information provided in the submission and the bidder gives the City permission to do so. The bidder agrees that the personal information may

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be disclosed by the City to third parties. The bidder understands that it is free to withdraw its consent on written notice to the City, however if consent is not given or is withdrawn, the City may be unable to process the bid submission.

Please tick one:

Yes

☐

No

☐

---

**Signature**

---

**Date**

---

**Capacity**

---

**Name of Bidder**

Initial



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**2 CONDITIONS OF BID**

- 2.1. No bid will be accepted from persons in the service of the state as defined in the Municipal Finance Management Act and Regulations.
- 2.2. The bid terms and conditions remain binding to the bidder throughout the contracting period.
- 2.3. A consideration of this bid is subject to governing legislation, including those relating to B-BBEE, the City's development goals, Preferential Procurement Policy Framework Act 5 of 2000 and its Regulations as amended.
- 2.4. That the tender may not necessarily be awarded to the bidder scoring the highest points.
- 2.5. The bidder is prohibited from participating in any form of price manipulation or bid rigging including those in MBD 9. If found, the bidder will be disqualified, or award be terminated.
- 2.6. Negotiations will only be conducted with selected bidder/s where necessary.
- 2.7. An award may be made to more than one bidder.
- 2.8. If considered necessary, the municipality reserves the right to visit the bidder's place of business and/or its customers.
- 2.9. The specifications are the copyright of the municipality.
- 2.10. The municipality reserves the right to cancel the requests for bids at any time or stage before the award or not to accept any bid.
- 2.11. Should it be found that the bidder has not been truthful and/or dishonest, then municipality shall cancel the award and negotiate with the next acceptable bidder.
- 2.12. All bids will be treated as confidential to the extent that the Municipality is required by law to publish or make information in the bid available to a third party.

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2.13. Any dispute arising out of or relating to the bid must first be referred to the Accounting Officer for resolution.

2.14. Remedies

(1) If an organ of state is of the view that a tenderer submitted false information regarding a specific goal, the City of Johannesburg will —

(a) inform the tenderer accordingly; and

(b) give the tenderer an opportunity to make representations within 14 days as to why the tender may not be disqualified or, if the tender has already been awarded to the tenderer, the contract should not be terminated in whole or in part.

(2) After considering the representations referred to in subparagraph (2.14) (b), the City of Johannesburg may, if it concludes that such information is false—

(a) disqualify the tenderer or terminate the contract in whole or in part; and

(b) if applicable, claim damages from the tenderer.

2.15. The tender may be divisible and be awarded to more than one bidder.

2.16. The City reserves the right to award the bid in full, partially or not at all.

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**3. TERMS AND CONDITIONS FOR BIDDING [Part B – Tax Compliance Requirements]**

- 3.1. Bidders must ensure compliance with their tax obligations.
- 3.2. Bidders are required to submit their unique personal identification number (PIN) issued by the South Africa Revenue Services (SARS) to enable the organ of state to view the taxpayer's profile and tax status.
- 3.3. Application for the tax compliance certificate (TCC) 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](http://www.sars.gov.za).
- 3.4. Foreign suppliers must complete the pre-award questionnaire in 3.7 below.
- 3.5. Bidders may also submit a printed TCC certificate together with the bid. In bids where consortia / joint ventures / sub-contractors are involved, each party must submit a separate TCC certificate / PIN and CSD number.
- 3.6. Where no TCC is available but the bidder is registered on the central supplier database (CSD), a CSD number must be provided.
- 3.7. **If the answer is “no” to all of the below, then it is not a requirement to register for a tax compliance status system pin code from SARS and if not register as per 3.3 above.**

Question	Yes	No
Is the entity a resident of the republic of South Africa (RSA)?		
Does the entity have a branch in the RSA?		
Does the entity have a permanent establishment in the RSA?		
Does the entity have any source of income in the RSA?		
Is the entity liable in the RSA for any form of taxation?		

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**4. TAX MATTERS**

**It is a condition of the bid that the taxes of the successful bidder must be in order as at the date of award, or that satisfactory arrangements have been made with SARS to meet the bidder's tax obligations as at the date of award. The annexure must be read in conjunction with the important notice.**

- 4.1. The bidder must submit the tax compliance status PIN / CSD in order to enable the verification of the tax status of the bidder.
- 4.2. The bidder, upon being called to, must submit a valid Tax Clearance Certificate issued by any SARS branch office in order to determine tax compliance. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 4.3. The tax affairs of the bidder, as at the date of award, must be tax compliant.
- 4.4. Provided that the bid has Consortia / Joint Ventures / Sub-contractors involved, the conditions in 4.2 and 4.3 above equally apply to each member of the Consortia / Joint Ventures / Sub-contractor.

---

**Signature**

---

**Date**

---

**Capacity**

---

**Name of Bidder**

**Initial**





BID NO: COJ/TRP001/23-24

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**5. GENERAL TERMS AND CONDITIONS OF THE CONTRACT**

- a) In this document words in the singular also refer to the plural and *vice versa* and words in the masculine also mean in the feminine and neuter.
- b) The General Conditions of Contract (GCC) will form part of all bid documents and may not be amended.
- c) Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the GCC. Whenever there is a conflict, the provisions in the SCC shall prevail.
- d) Wherever the following words appear, they will have interchangeable meaning: "purchaser" refers to the "municipality" and "supplier" refers to the "bidder".

**Definitions**

- 1. The following terms shall be interpreted as indicated:
  - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
  - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
  - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

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- 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 supplies are so delivered and a valid receipt is obtained.
- 1.11 "Dumping" occurs when a private enterprise abroad markets 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.

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- 1.13 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 “GCC” means the General Conditions of Contract.
- 1.15 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 “Project site,” where applicable, means the place indicated in bidding documents.
- 1.21 “Purchaser” means the organization purchasing the goods.
- 1.22 “Republic” means the Republic of South Africa.
- 1.23 “SCC” means the Special Conditions of Contract.

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- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

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

3. General

- 3.1. Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2. Invitations to bid are, in addition to the purchaser's website and/or newspapers, are published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za).



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4. Standards

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

5. Use of contract documents and information; inspection

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

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6. Patent rights

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

7. Performance security

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

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8. *Inspections, tests and analysis*

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

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removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

9. Packing

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

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10. Delivery and documents

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

11. Insurance

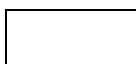
- 11.1. The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

12. Transportation

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

13. Incidental services

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



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

14. Spare parts

- 14.1. As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
  - (b) in the event of termination of production of the spare parts:
    - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
    - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

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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.
- 15.2. 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.
- 15.3. This warranty shall remain valid for 12 (twelve) 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 18 (eighteen) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.4. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.5. Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.6. If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

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16. Payment

- 16.1. The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
- 16.3. Payments shall be made promptly by the purchaser, but in no case later than 30 (thirty) days after submission of an invoice or claim by the supplier.
- 16.4. Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

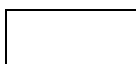
- 17.1. Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

18. Contract amendments

- 18.1. No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19. Assignment

- 19.1. The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.



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20. Subcontracts

- 20.1. The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

- 21.1. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2. If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s).
- 21.3. 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.
- 21.4. No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.5. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.6. 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

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imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

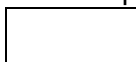
- 21.7. Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to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

**22. Penalties**

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

**23. Termination for default**

- 23.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;



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- (b) if the supplier fails to perform any other obligation(s) under the contract; if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 (ten) years.
- 23.4. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than 14 (fourteen) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated 14 (fourteen) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5. Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

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23.6. If a restriction is imposed, the purchaser must, within 5 (five) 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 5 (five) years and not more than 10 (ten) years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

**24. Anti-dumping and countervailing duties and rights**

24.1. When, after the date of bid, provisional payments are required, or antidumping 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.

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24.2. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

25. Force Majeure

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

26. Termination for insolvency

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

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**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 30 (thirty) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4. Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5. Notwithstanding any reference to mediation and/or court proceedings herein:
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
  - (b) the purchaser shall pay the supplier any monies due the supplier.
- 27.6. 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

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- (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.

**28. Governing language**

- 28.1. 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.

**29. Applicable law**

- 29.1. The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

**30. Notices**

- 30.1. 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.
- 30.2. 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.

**31. Taxes and duties**

- 31.1. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 31.2. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.



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31.3. No contract shall be awarded to any bidder whose tax matters are not in order. A tax clearance certificate must be submitted and if a copy, such must be certified as the true copy of the original. Revenue Services.

**32. National Industrial Participation (NIP) Programme**

32.1. The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

**33. Prohibition of Restrictive practices**

33.1. In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

33.2. If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

33.3. 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

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---

**SECTION 1**

<b>1.1</b>	<b>CONDITIONS OF AWARD</b> <b>Notwithstanding the suppliers' proposal being recommended for award, an award shall not be made to a supplier whose:</b>
1.1.1	Tax matters are not in order, as confirmed in terms of the National Treasury's Centralized Supplier Database (CSD) and/or SARS.
1.1.2	Supplier whose municipal accounts are older than 90 days for the Company and all its director's must not be more than 90 days in arrears, or a valid lease agreement or sworn affidavit. If in arrears proof of acknowledgement of debt must be provided.
1.1.3	Directors and Principal members in the Service of the State.
1.1.4	Name of the bidder or that of its directors appear on the National Treasury's database of Restricted Suppliers.
1.1.5	A supplier without a proof of public /passenger liability insurance.
1.1.6	A supplier without a Valid Road Transportation Permit (also known as a Public Operating License) for each vehicle that will be used.

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## **SECTION 2**

### **TERMS OF REFERENCE**

**PLEASE REFER TO APPENDIX "A"**  
**AT THE BACK OF THE DOCUMENT.**

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**FORM OF BID**

**NB. ERROR/S OR ALTERATION/S MADE MUST BE SCRATCHED AND SIGNED NEXT TO THE ERROR OR ALTERATION BY THE SAME PERSON WHO SIGNS THE BID DOCUMENT. THEREFORE, NO TIPEX IS ALLOWED. IN ADDITION, ERROR/S OR ALTERATION/S MADE RELATING TO PRICE MUST BE ACCOMPANIED BY A LETTER [IN THE BIDDER'S LETTERHEAD] POINTING OUT THE ERROR ALTERATION MADE AND ACKNOWLEDGING THAT IT IS THE DELEGATED SIGNATORY AND WAS SIGNED BY THE BIDDER FOR REASONS OF CORRECTING THE ERROR.**

**IN THE EVENT THAT THE BIDDER FAILS TO FULLY COMPLETE THIS FORM OF BID OR TO PROVIDE THE INFORMATION REQUESTED, OR TO SIGN THE BID AT THE APPROPRIATE SPACES PROVIDED OR NEXT TO ERRORS, THE BID WILL BE REJECTED AS NON-RESPONSIVE.**

**BIDDERS TO FILL IN THE FOLLOWING TABLE**

ITEM	DESCRIPTION	TOTAL AMOUNT EXCLUDING VAT.	TOTAL AMOUNT INCLUDING VAT.
1.		R	R

Prices include Value Added Tax

Rate of Value Added Tax Ø \_\_\_\_\_ %

Ø To be inserted by the Proposer

**Name of Proposer (in full):** \_\_\_\_\_

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**PROPOSAL PRICE ADJUSTMENT**

Is this a firm price proposal? \_\_\_\_\_

**The answer to the above question must either be YES/NO**

**NB:** If neither Yes or No is inserted the Bid price will be taken to be firm and no adjustment will be allowed, notwithstanding anything to the contrary elsewhere contained.

If the answer to the above question is **NO**, Proposers are to provide a detailed Annexure specifying components and percentages of the pricing elements that will fluctuate. An indication should be given of the escalation across the Bid period stipulating base rates that the Bid is premised upon and changes in the subsequent year. Failure to provide details in this regard will invalidate your claim for a Bid price adjustment.

Name of bidder (in full)	:	_____
Company Registration Number	:	_____
VAT Registration Number	:	_____
Business address	:	_____ _____ _____
Postal address	:	_____ _____ _____
Telephone number	:	_____
E-mail address	:	_____

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Name of person authorized to sign this Bid : \_\_\_\_\_  
(BLOCK LETTERS)

Signature of person authorized to sign this Bid \_\_\_\_\_

Date : \_\_\_\_\_ 2024

As witness : \_\_\_\_\_

**NB: THE RESOLUTION AUTHORIZING THE ABOVE-MENTIONED PERSON  
TO SIGN ALL RELEVANT DOCUMENTS MUST BE ATTACHED.**

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**SECTION 3**

**MBD 3.1**

**PRICING SCHEDULE – FIRM PRICES (PURCHASES)**

**NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES  
(INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE  
VARIATIONS) WILL NOT BE CONSIDERED**

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE  
PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED  
FOR EACH DELIVERY POINT

**NAME OF BIDDER: ..... BID NUMBER: COJ/TRP001/23-24**

**CLOSING TIME: 10:30AM**

**CLOSING DATE: 13 MARCH 2024**

OFFER TO BE VALID FOR 12 (TWELVE) MONTHS FROM THE CLOSING DATE OF BID.

---

*ITEM QUANTITY DESCRIPTION BID PRICE IN RSA CURRENCY NO.*

*\*\* (ALL APPLICABLE TAXES INCLUDED)*

---

- Required by : .....

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- At: .....
- Brand and Model .....
- Country of Origin .....
- Does the offer comply with the specification(s)? \*YES/NO
- If not to specification, indicate deviation(s) .....
- Period required for delivery .....  
\*Delivery: Firm/Not firm
- Delivery basis .....

*Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.*

*\*\* "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.*

*\*Delete if not applicable*

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MBD 3.3

**PRICING SCHEDULE (Professional Services)**

**NAME OF BIDDER: .....BID NUMBER: COJ/TRP001/23-24**

**CLOSING TIME: 10:30AM**

**CLOSING DATE: 13 MARCH 2024**

**OFFER TO BE VALID FOR 12 (TWELVE) MONTHS FROM THE CLOSING DATE OF BID.**

---

1. The accompanying information must be used for the formulation of proposals.
2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project. R.....
3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

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

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5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST  
PER PHASE AND MAN-DAYS TO BE SPENT

-----	R-----	----- days
-----	R-----	----- days
-----	R-----	----- days
-----	R-----	----- days

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

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

\*\*“all applicable taxes” includes value-added taxes, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

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

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

TOTAL:.....

6. Period required for commencement with project after acceptance of bid.....
7. Estimated man-days for completion of project .....
8. Are the rates quoted firm for the full period of contract?  
.....\*YES/ NO.
9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index .....  
.....

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**MBD 4****DECLARATION OF INTEREST**

1. No bid will be accepted from persons in the service of the state<sup>1</sup>.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
  - 3.1. Full Name of bidder or his or her representative: .....
  - 3.2. Identity Number: .....
  - 3.3. Position occupied in the Company (director, trustee, shareholder<sup>2</sup>): .....

---

<sup>1</sup> **MSCM Regulations:** "in the service of the state" means to be –

- (a) a member of –
  - (i) any municipal council;
  - (ii) any provincial legislature; or
  - (iii) the national Assembly or the national Council of provinces;
- (b) <sup>2</sup> a member of the board of directors of any municipal entity;
- (c) an official of any municipality or municipal entity;
- (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
- (e) a member of the accounting authority of any national or provincial public entity; or

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- 3.4. Company Registration Number: .....
- 3.5. Tax Reference Number: .....
- 3.6. VAT Registration Number: .....
- 3.7. The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
- 3.8. Are you presently in the service of the state? **YES / NO**
- 3.8.1 If yes, furnish particulars.....  
.....
- 3.9. Have you been in the service of the state for the past twelve months? **YES / NO**
- 3.9.1 If yes, furnish particulars.....
- 3.10. Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**
- 3.10.1 If yes, furnish particulars.....
- 3.11. Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

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(f) An employee of Parliament or a provincial legislature.

<sup>2</sup> **Shareholder** means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

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3.11.1 If yes, furnish particulars.....

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

3.12.1 If yes, furnish particulars.....

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

3.13.1 If yes, furnish particulars.....

3.14. Do you or any of the directors, trustees, managers, principle shareholders, or  
stakeholders of this company have any interest in any other related companies or  
business whether or no they are bidding for this contract? **YES / NO**

3.14.1 If yes, furnish particulars: .....

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

Full Name	Identity Number	State Employee Number

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**Signature**

---

**Date**

---

**Capacity**

---

**Name of Bidder**

Initial



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**Declaration of interest**

In order to give effect to the declaration of interest [MBD 4], the following questionnaire must be completed. The bidder is required to respond by yes or no to the declarations and furnish information in the format provided in the event that the response is YES. By appending signature at the end, the bidder confirms the declarations to be true and correct. The declaration must be read in conjunction with the important notice.

1. Have you been in the service of the state for the past twelve months?

**YES / NO**

2. Are any of the bidder's directors, trustees, managers, principle shareholders or stakeholders in service of the state?

**YES / NO**

3. Is any spouse, child or parent of the bidder's directors, trustees, managers, major shareholder/s or stakeholder/s in service of the state?

**YES / NO**

4. Do you or any of the director/s, trustee/s, manager/s, major shareholder/s, or stakeholder/s of the bidder have any interest in any other related companies or business whether or not they are bidding for this contract?

**YES / NO**

5. If yes in any or all of the above, furnish particular in the format below.

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<b>Paragraph reference</b>	<b>Full Name</b>	<b>Identity number</b>	<b>State employee number</b>	<b>Status [currently or past employed]</b>	<b>Relationship to bidder</b>
1					
2					
3					
4					

---

**Signature**

---

**Date**

---

**Capacity**

---

**Name of Bidder**

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MBD 6.1

**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 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- 1.2 The applicable preference point system for this tender is the 80/20 preference point system.
- 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.

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

	POINTS
PRICE	80
SPECIFIC GOALS	20
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

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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

#### 6.1. POINTS AWARDED FOR PRICE

##### 6.1.1. THE 80/20 PREFERENCE POINT SYSTEMS

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

**80/20**

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

Where

$P_s$  = Points scored for price of tender under consideration

$P_t$  = Price of tender under consideration

$P_{min}$  = Price of lowest acceptable tender

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

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### 6.2.1. POINTS AWARDED FOR PRICE

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

$$P_s = 80 \left( 1 + \frac{P_t - P_{max}}{P_{max}} \right)$$

Where

- $P_s$  = Points scored for price of tender under consideration  
 $P_t$  = Price of tender under consideration  
 $P_{max}$  = Price of highest acceptable tender

## 7. POINTS AWARDED FOR SPECIFIC GOALS

- 7.1. 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:
- 7.2. 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

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(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.**

The specific goals allocated points in terms of this tender	Means of verification	Number of points allocated (80/20 system)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Business owned by 51% or more – Black People	CSD, valid BBBEE Certificate/Affidavit sworn under oath, ID Copy of owner/s of the business and Shareholder's certificate	5	

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Business owned by 51% or more – Women	CSD, ID Copy of owner/s of the business and shareholders certificate	5	
SMMEs (An EME or QSE)	CSD and BBBEE Certificate/Affidavit Sworn under oath	5	
Enterprises located within the City of Johannesburg Metropolitan Municipality	CSD and proof of Municipal accounts	5	

**DECLARATION WITH REGARD TO COMPANY/FIRM**

7.3. Name of company / firm .....

7.4. Company registration number: .....

7.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company

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- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

7.6. 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:

- a) The information furnished is true and correct;
- b) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- c) 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;
- d) 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 –
  - (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;

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- (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.

.....	
<b>SIGNATURE(S) OF TENDERER(S)</b>	
<b>SURNAME AND NAME:</b>	.....
<b>DATE:</b>	.....
<b>ADDRESS:</b>	.....
	.....
	.....
	.....

--

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MBD 8

**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 as a company or person prohibited from doing business with the public sector? <b>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>

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BID NO: COJ/TRP001/23-24

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JOHANNESBURG**

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)?  <b>(To access this Register enter the National Treasury's website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
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 <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
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 <input type="checkbox"/>	No <input type="checkbox"/>

Initial



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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 <input type="checkbox"/>	No <input type="checkbox"/>
4.5.1	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**

\_\_\_\_\_  
**Capacity**

\_\_\_\_\_  
**Name of Bidder**

**Initial**



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**APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO FORMULATE THE  
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**MBD 9****CERTIFICATE OF INDEPENDENT BID DETERMINATION**

1. This Municipal Bidding Document (MBD) must form part of all bids<sup>3</sup> 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).<sup>4</sup> Collusive bidding is a *per 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.

---

<sup>3</sup> Includes price quotations, advertised competitive bids, limited bids and BIDs.

<sup>4</sup> 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.

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5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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)

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

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;

\_\_\_\_\_  
Initial



**BID NO: COJ/TRP001/23-24**

**APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO FORMULATE THE  
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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 consortium<sup>5</sup> 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.

---

<sup>5</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

  
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8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

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**Signature**

---

**Date**

---

**Capacity**

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**Name of Bidder**

Initial



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**DECLARATION ON STATE OF MUNICIPAL ACCOUNTS**

A Any bid may be rejected if:

- Any municipal rates and taxes or municipal service charges owed by the bidder and any of the directors to the municipality or a municipal entity, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months.
- In the case of International companies having South African Agencies and that business premises are leased, proof of lease agreements and / or monthly rental statements must be submitted.
- The above will also be applicable for directors of the bidder/s who are leasing residential premises. Where the directors of the bidder/s reside outside the country, this requirement is not applicable.

B Bid Information

i. Name of bidder

.....

ii. Registration Number

.....

iii. Municipality where business is situated

.....

iv. Municipal account number for rates

.....

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v. Municipal account number for water and electricity

.....

vi. Names of all directors, their ID numbers and municipal account number.

a. ....

b. ....

c. ....

d. ....

e. ....

**C Documents to be attached.**

- i. A copy of municipal account mentioned in B (iv) & (v) (Not older than 3 (three) months)
- ii. A copy of municipal accounts of all directors mentioned in B (vi) (Not older than 3 (three) months)
- iii. Proof of directors

I/We declare that the abovementioned information is true and correct and that the following documents are attached to this form:

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

\_\_\_\_\_

**Signature**

\_\_\_\_\_

**Date**

Initial



**BID NO: COJ/TRP001/23-24**

**APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO FORMULATE THE  
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**SUBMISSION OF PROOF OF MUNICIPAL ACCOUNTS OR LEASE AGREEMENTS**

1. Municipal Accounts / Rates / Taxes:

1.2. A Bidder is required to provide municipal accounts for the firm and for each director / shareholder / partner to prove that the bidder or any of its directors / shareholders / partners is not in arrears with their municipal account for more than 3 (three) months, or that the necessary arrangements have been made with the Municipality.

1.3. If the bidder or any of its directors / shareholders / partners is unable to provide municipal accounts for the firm and/or for each director / shareholder / partner as is required, then the bidder is to provide an affidavit, which is signed before a commissioner of oaths, which outlines the facts which make it not to be able to accede to the request for municipal accounts.

4.1. Further to the affidavit, the bidder is to provide a confirmation letter from the relevant municipality confirming the following: -

4.1.1. The name(s) of the owner(s) of the account(s)

4.1.2. The relevant account(s) number(s); and

4.1.3. That the municipal accounts above, are not in arrears for more than 3 (three) months; or

4.1.4. that an acceptable arrangement has been concluded and exists.

Initial



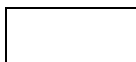
**BID NO: COJ/TRP001/23-24**

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**4.1.4.1. Lease Agreement:**

- 1.1. If the bidder does not own the property from where it carries on business, or if any or any of director / shareholder / partner does not own a property in the Republic, the bidder is required to provide a copy of the Lease Agreement for the premises where it carries on business or where the director / shareholder / partner resides.
- 1.2. If the bidder is unable to provide a copy of the Lease Agreement as is required, then the bidder is to provide an affidavit, which is signed before a commissioner of oaths which outlines the facts which make it not to be able to produce and provide lease agreement in respect of the property it carries on business or in which its director / shareholder / partner resides.



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MBD 10

**DECLARATION IN TERMS OF REGULATION 21 OF THE MUNICIPAL SUPPLY CHAIN  
MANAGEMENT REGULATIONS**

In order to give effect to the declaration in this annexure, it must be completed and signed. By appending signature at the end, the bidder confirms the declarations to be true and correct. The declaration must be read in conjunction with the important notice.

1. I declare that I am duly authorised to act on behalf of \_\_\_\_\_ (name of the firm) and hereby declare, that to the best of my personal knowledge, neither the firm nor any director/member/partner of said firm is in arrears on any of its municipal accounts with any municipality in the Republic of South Africa, for a period longer than 3 (three) months.
2. To the extent that the bidder or any director/member/partner of the bidder is in arrears for a longer period than 3 (three) months, an acceptable arrangement has been agreed. Such arrangement appears more fully in the letter from the municipality/confirmation letter of municipal rates/ affidavit relating to the municipal rates/taxes.

---

**Signature**

---

**Date**

---

**Capacity**

---

**Name of Bidder**Initial





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**SECTION 4**

**Technical data, omissions, variations**

**1. Bank Details**

Name of Bankers: \_\_\_\_\_

Address of Bankers: \_\_\_\_\_

Branch of Bank: \_\_\_\_\_

Bank Account Number: \_\_\_\_\_

**2. Details of Similar Work Recently Carried Out**

DESCRIPTION OF WORK	COMPLETION DATE	CLIENT NAME AND CONTACT DETAILS	VALUE (R)

Initial



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**3. Qualifications by Bidder**

Should the bidder desire to make any departures from or modifications to the General Conditions of Contract, Specification, Drawings, or in any other way to qualify this bid, he must set out his BIDs clearly hereunder, or alternatively state them in a covering letter attached to this bid and referred to hereunder, failing which the bid will be deemed to be unqualified.

If no departures or modifications are desired, the schedule hereunder is to be marked NIL and signed by the bidder.

PAGE	CLAUSE OR ITEM

**4 Work to be done by others**

Full details must be provided here of any work required from the Council or others to provide complete execution of the work to the satisfaction of the Council.

DESCRIPTION OF WORK	TO BE EXECUTED BY

Initial



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**5 Sub-Contractors**

Full details must be provided here of any work regarding sub-contractors which may be used for installation, maintenance, repair, supply of accessories and supply of parts.

DESCRIPTION OR WORK/EQUIPMENT	TO BE EXECUTED

**6 Plant, Transport and Staff Available**

Bidders must list all equipment available for use on the contract, and must fully describe the equipment and/or plant and must further state whether owned or leased.

DESCRIPTION OF EQUIPMENT/PLANT	QUANTITY	OWNED/LEASED

Initial



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**7 Omissions and Variations from the Council's Specification**

Bids will be held to be entirely in accordance with the Council's specification except in the respects stated hereunder and the goods and/or services will be subject to rejection if it is found on delivery that they do not/it does not comply with the Council's specification on additional points which have not been approved in writing:

---

---

---

If the bid is in accordance with the Council's specification in all respects, the bidder must state so here:

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---

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**8. Indemnity Clause**

I/We the undersigned, do hereby indemnify and hold harmless the Council in respect of all loss, cost, damage or injury that may be caused to any premises or to any person or animal by reason of the performance of this contract.

I/We, further indemnify the Council in respect of all legal and other expenses that may be incurred by the Council in examining, resisting or settling any damage, injury or loss that may in any way be occasioned by work necessary in terms of the contract.

---

**Signature**

---

**Date**

---

**Capacity**

---

**Name of Bidder**

Initial



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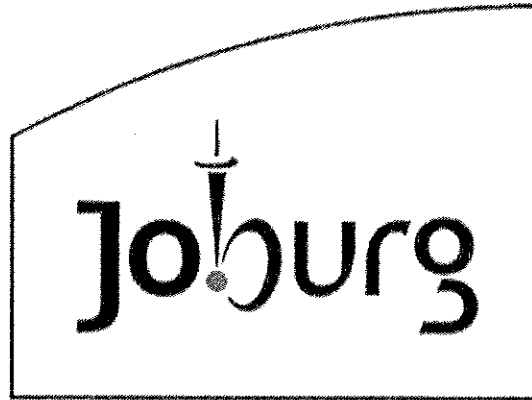
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## **APPENDIX A**



Initial

**APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO FORMULATE THE  
COMPREHENSIVE INTEGRATED TRANSPORT PLAN: PART A FOR THE CITY OF  
JOHANNESBURG**



**a world class African city**

**TERMS OF REFERENCE**

**COMPREHENSIVE INTEGRATED TRANSPORT PLAN**

**PART A: PLANNING TARGETS AND STAKEHOLDER ENGAGEMENTS**

# APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO FORMULATE THE COMPREHENSIVE INTEGRATED TRANSPORT PLAN: PART A FOR THE CITY OF JOHANNESBURG

## 1 INTRODUCTION

The City of Johannesburg is a planning authority in terms of the National Land Transport Act (Act 5 of 2009) (NLTA). As a planning authority, the City is required to produce a Comprehensive Integrated Transport Plan (CITP) in terms of Section 36 of the NLTA for -five years, ideally aligning with the Council tenure. The CITP is subject to annual updates as necessary.

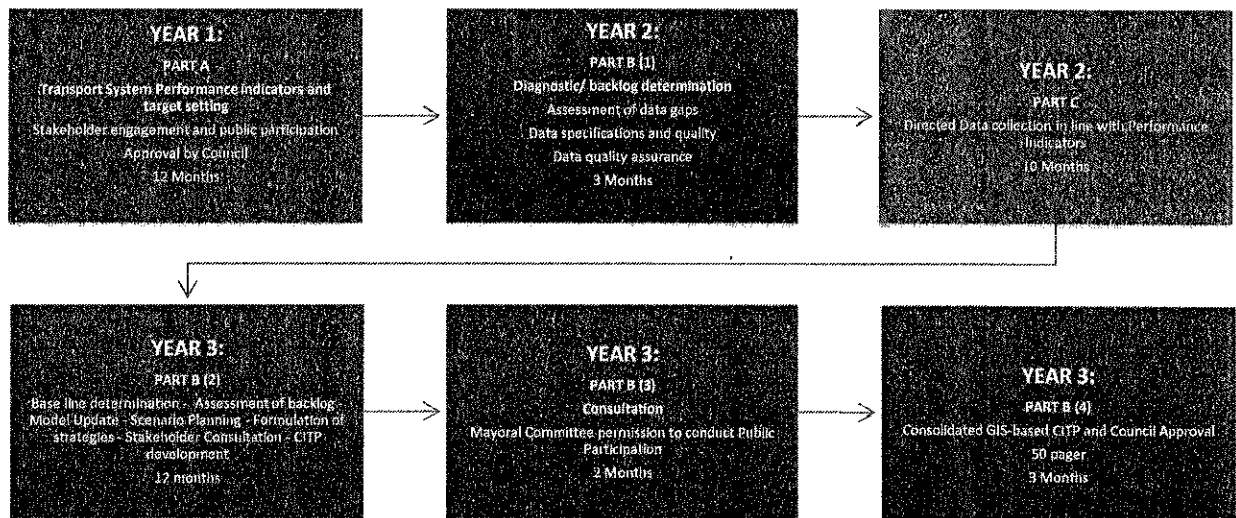
The Minister of Transport has published minimum requirements for the preparation of integrated transport plans in the Government Gazette of 29 July 2016 in terms of section 8(1)(q), (r) and (s) and section 36(1) and (2) of the NLTA.

Section 31 of the NLTA provides that the integrated transport plans are designed *to give structure to the function of municipal planning mentioned in Part B of Schedule 4 to the Constitution and must be accommodated in and form an essential part of integrated development plans, with due regard to legislation applicable to local government. Its integrated transport plan must form the transport component of the integrated development plan of the municipality.* That the CITP is an integral part of the municipal Integrated Development Plan (IDP) implies that it must:

- 1.1. Set appropriate key performance indicators as a yardstick for measuring performance, outcomes and impact;
- 1.2. Form part of the policy framework for the City;
- 1.3. Be clear on development proposals;
- 1.4. Form the basis for the municipal budget as it relates to the transport portfolio;
- 1.5. Align with the spatial development framework; and
- 1.6. Be clear on priorities.

The terms of reference seek to direct the production of a responsive CITP. The CITP will be produced over three financial years informed by three interdependent parts comprising: Part A - Target setting and stakeholder engagements; Part B – Diagnostics, plans and programming; and Part C: Directed data collection. The focus of this tender's terms of reference is on Part A - Target setting and stakeholder engagements - only. Figure 1 shows the relationship between the three components.

## APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO FORMULATE THE COMPREHENSIVE INTEGRATED TRANSPORT PLAN: PART A FOR THE CITY OF JOHANNESBURG



**Figure 1: Relationship Between the Three CIP Components**

Prospective service providers are requested to fully familiarise themselves with the requirements of these terms of reference.

**It must be noted that a bidder who will be awarded Part A of the CITP will not be allowed to participate in Part B and Part C of the CITP.**

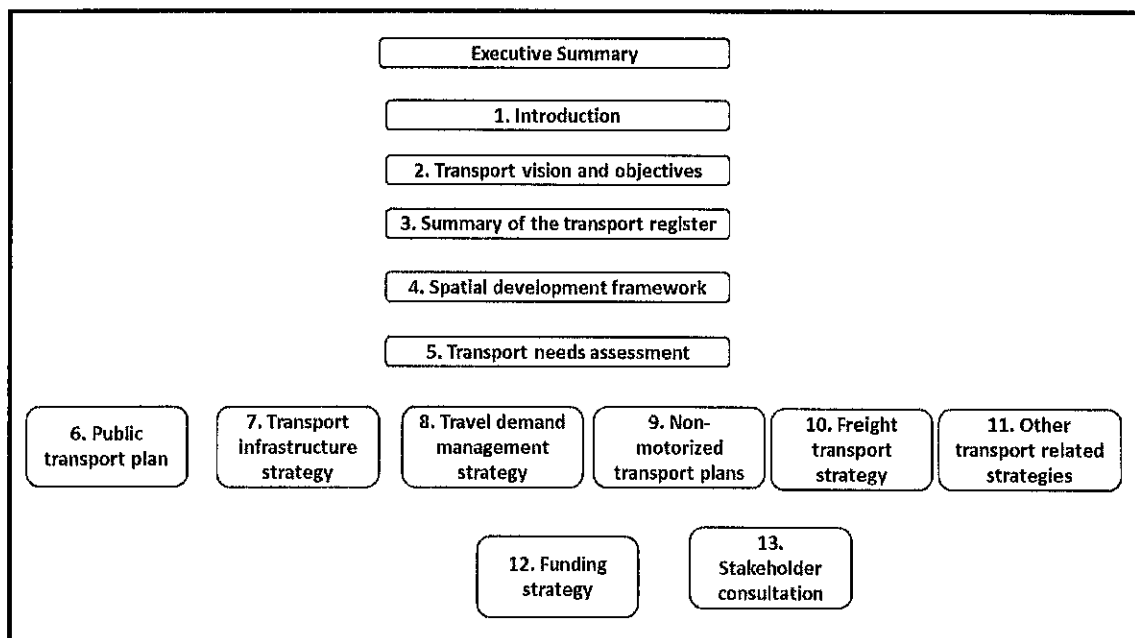
## 2 BACKGROUND

The City of Johannesburg's first fully integrated transport plan (ITP) was produced and adopted by Council for the period 2003 to 2008. The ITP was developed in line with the requirements of the National Land Transport Transition Act (Act 22 of 2000), which was repealed by the National Land Transport Act (Act 5 of 2009). Subsequently, several plans were developed for implementation by the City emanating from the 2003-2008 ITP, for specific purposes, and also in lieu of a CITP.

The City is required by law to produce a compliant CITP in terms of the NLTA requirements. The minimum requirements of a CITP are as depicted in Figure 2 in terms of the required chapters.



## APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO FORMULATE THE COMPREHENSIVE INTEGRATED TRANSPORT PLAN: PART A FOR THE CITY OF JOHANNESBURG



**Figure 2: Minimum content of a CIP**

The City is required to submit the CIP to the MEC for approval in terms of section 36(4) of the NLTA. The MEC is further required to provide feedback in terms of CIP compliance with section 36(4) of the NLTA. If necessary, the City is required to adjust the plan to align with the MEC's feedback.

The City is also required to submit the CIP to the Minister for approval in terms of section 36(5) of the NLTA. The Minister is further required to provide feedback in terms of CIP compliance with section 36(5) of the NLTA. If necessary, the City is required to adjust the plan to align with the Minister's feedback.

The CIP is being prepared in line with the principles of public administration contained in section 195(1) of the Constitution, which provides that public administration must:

- Promote and maintain a high standard of professional ethics;
- Promote efficient, economic and effective use of resources;
- Must be development-oriented;
- Facilitate the provision of public services in a manner that is impartial, fair, equitable, and without bias;
- Respond to the people's needs and must encourage the participation of the people;
- Facilitate accountability;

## **APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO FORMULATE THE COMPREHENSIVE INTEGRATED TRANSPORT PLAN: PART A FOR THE CITY OF JOHANNESBURG**

- g. Be transparent, and provide the public with timely, accessible and accurate information;
- h. Rely on good human-resource management and career-development practices, to maximise human potential, must be cultivated; and
- i. Ensure that public administration is broadly representative of the South African people, with employment and personnel management practices based on ability, objectivity, fairness, and the need to redress the imbalances of the past to achieve broad representation.

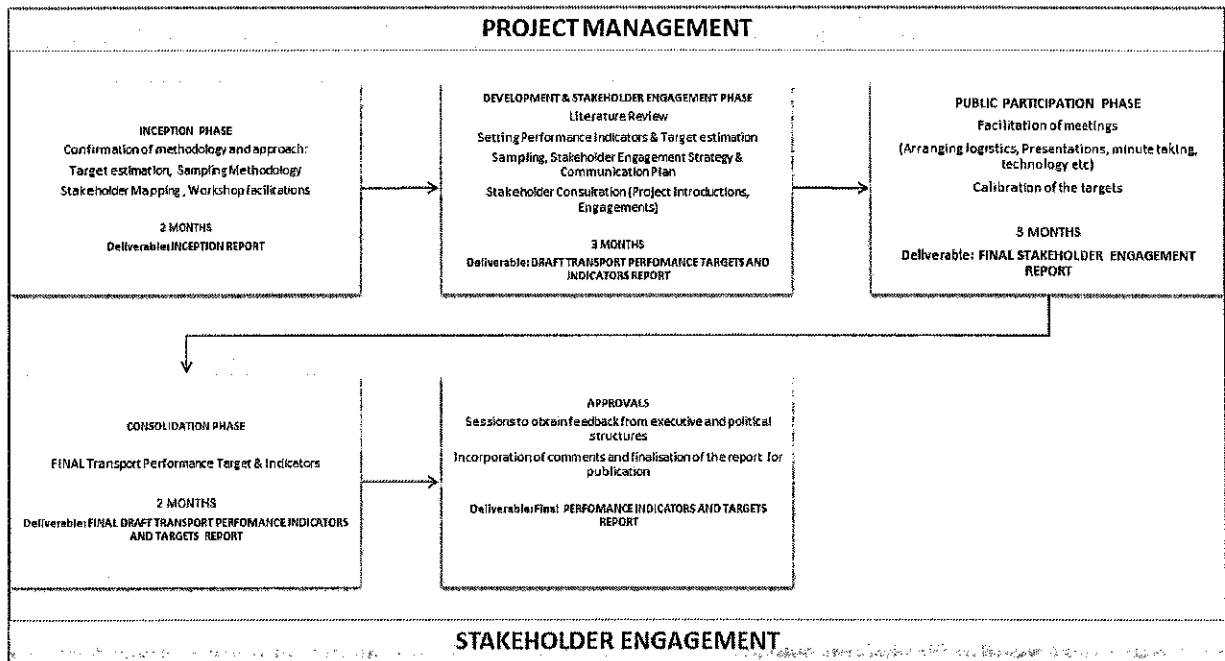
A final CIP will be formulated with summarised inputs from parts A, B and C and will comply with the minimum requirements as outlined in the NLTA 5 of 2009. To promote efficient, economic and effective use of resources in particular, the City seeks to develop a CIP that is characterised by inputs of Part A, B and C and will be used to develop the CIP following the below requirements:

- a. The CIP must be concise. The main body should not be more than 50 pages;
- b. The CIP must make maximum use of spatial representation tools;
- c. The CIP must be easily accessible;
- d. The CIP must use a language that is easily understood by all the people of the City of Johannesburg;
- e. The CIP must answer the:
  - What (is the problem; solution);
  - Why (does the problem exist; is intervention is necessary);
  - Where (the problem is; intervention is being made);
  - How (the problem will be solved);
  - When (the problem will be solved);
  - Who (will implement the solution; will be a beneficiary); and
  - How much (will be expended to solve the problem; will be provided).

# **APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO FORMULATE THE COMPREHENSIVE INTEGRATED TRANSPORT PLAN: PART A FOR THE CITY OF JOHANNESBURG**

## **3 SCOPE OF WORK**

Scope of work for Part A is as follows:



*Figure 3: Part A process plan*

### **3.1 Inception Phase Stage**

The Service Provider will be required to engage various stakeholders and subject technical experts to review and confirm the methodology/approach. The purpose of this exercise is to evaluate the robustness of the approach to meet the above-mentioned principles of public administration, and the City's strategic objectives and facilitate and enhance the next phases of the project.

The service provider will be expected to:

- Facilitate meetings and workshops to engage various stakeholders - a minimum of six (6) meetings should be planned;
- Present a proposed approach to undertake this Part A of the CITP project and solicit inputs to improve and develop a feasible approach;
- Detail the approach to target setting, sampling methodology, stakeholder engagement approach and communication plan to ensure outcomes within timeframes – to be reviewed and confirmed amongst other relevant topics; and

## **APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO FORMULATE THE COMPREHENSIVE INTEGRATED TRANSPORT PLAN: PART A FOR THE CITY OF JOHANNESBURG**

- Review the methodology, and risk register and produce a report.

This project stage shall further outline detailed work plans, timelines, project deliverables, capacity building arrangement and mitigation measures to prevent possible challenges that may be encountered during the project. The Service Provider is required to include the following:

- Detailed approach and methodology – target setting, sampling, stakeholder and public participation;
- Communication plan;
- Project Workflow Diagram;
- Project plan in a form of a Gantt Chart ;
- Project Milestones;
- Risk Plan with mitigating measures; and
- Capacity building programme and concept.

### **Deliverable: Inception Report**

## **3.2 Development and Stakeholder Engagement Stage**

This stage of the project will involve aspects such as the following:

- Literature Review;
- Comprehensive identification of performance indicators;
- Estimation of Transport System Targets using the Level of Service concept; and
- Stakeholder Engagement

## **APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO FORMULATE THE COMPREHENSIVE INTEGRATED TRANSPORT PLAN: PART A FOR THE CITY OF JOHANNESBURG**

### **3.2.1 Literature Review**

The bidder is required to make use of a comprehensive literature review to estimate targets. At the commencement of the project, the Service Provider will collate and review all relevant local and international articles, journals, reports, and plans to undertake an appropriate benchmarking exercise to develop the indicators. This exercise should consider the City's affiliate international bodies and related commitments in relation to the Sustainable Development Goals (SDGs). Some of the City's key documents to be considered are listed below.

- Various National and Provincial Transport Legislation, Policies and Plans;
- CoJ Strategic Integrated Transport Plan Framework (SITPF) 2013
- CoJ Comprehensive Integrated Transport Plan 2003;
- CoJ revised IPTN plan 2020;
- CoJ Growth and Development Strategy (GDS) 2040;
- CoJ Spatial Development Framework 2016 including its Nodal Review (2020);
- CoJ Climate Action Plan 2021;
- CoJ Economic Development Plan;
- CoJ Integrated Development Plan (IDP);
- CoJ Complete Street Policy, 2013;
- Non-Motorised Transport (NMT) Framework, 2009.
- COJ Freight Plan;
- CoJ Household Travel Surveys (2014);
- GAUTENG HHTS, 2019;
- Road Network Plan and Hierarchy 2009;
- JRA 10-year Road Development plan;
- Managed Lanes Policy (2012);
- Various nodal plans (e.g. Inner City, Sandton, Ivory Park, Roodepoort CBD, Region G Transport Master Plan)
- Integrated Corridor Management (ICM) studies undertaken by the City;
- Soweto Integrated Public Transport Operational Plan;
- North-East Quadrant (NEQ) Integrated Public Transport Operational Plan;
- Transport Information Register 2013;
- Metrobus Operational Plan (2014);

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As part of the literature review, a clear understanding must be developed with regard to possible transport performance indicators for various scales of planning and relevant targets.

### **3.2.2 Target Setting Estimation and Performance Indicators Identification**

This stage includes a comprehensive identification of transport system key performance indicators. This stage will further be used to set performance targets for achieving an ideal transportation system as envisioned by the City. The key performance indicators must be directly linked with all the functions of local government in the NLTA 5 of 2009. The indicators must be relevant for the movement of people and goods as contemplated in the NLTA 5 of 2009.

The service provider should consider the use of the level of service concept (A to F) to identify or quantify performance across the following dimensions at a minimum but not limited to:

- Public transport service quality (affordability; safety; security; speed; access; lighting; crowding; information availability; information access, universal access etc.);
- Road network (road condition; network speed; intersection delays; non-motorised transport infrastructure quality etc.);
- City-wide mobility (trip length distribution; universal access; spatial connectivity etc.); and
- Cost recovery (public transport across modes; freight transport across modes etc.).

The key performance indicators should not be limited to the above-listed performance dimensions. Service providers are encouraged to toseek and present other dimensions deemed appropriate for the exercise.

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### **3.2.3 Stakeholder Engagement**

Informed by a sound statistical methodology and stakeholder mapping (internal and external), the successful bidder is expected to undertake engagements that include the introduction of the project and solicit inputs from stakeholders with regards to a proposed set of performance indicators and targets. It is expected that this phase of engagements will focus on stakeholders such as government stakeholders, academic institutions, research institutions, targeted focused groups representing public members in organised groups such as the People with Disabilities, Regional Structures of the Taxi Associations, Commuter Groups, Business, Freight Associations etc.

The bidder must make provision for a minimum of 25 internal and external stakeholder engagement meetings/workshops. **The costs for meeting venues, advertising of these meetings (including audio-visual and catering requirements) will be covered by the City.**

It is anticipated that internal City stakeholders will be engaged through a Project Steering Committee that will be established, however, the project may further require consultation with various stakeholders on specific fields or subject matter at appropriate stages in the process. Key internal stakeholders are listed below (not limited to):

- City Departments/MOEs, including: JRA; JDA; Development Planning Department; Economic Development Department (DED) Environmental Infrastructure Service Department (EISD); Regional Office (CRUM);
- Gauteng Department of Roads and Transport (GDRT);
- National Department of Transport
- Gauteng City Region Observatory (GCRO)
- Johannesburg Intermodal Planning Committee (JIPC); and
- And any other Government departments and fora that the city and the bidder may identify.

Possible external stakeholder-focused groups:

- Business Associations
- Informal Traders
- Public Transport operators
- PWDs

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### **Deliverable: Draft Key Performance Indicators and Targets Report**

#### **3.3 Public Participation in the Calibration of Targets**

This stage involves the calibration of the identified key performance indicators and estimated targets. This will require the selected service provider to conduct public participation throughout all seven regions of the City of Johannesburg. The sampling methodology and stakeholder engagement/public participation process including communication plan, mapping, strategy and program would have been discussed and agreed to by the PSC at the Inception Stage of the project. The service provider should ensure that:

- Public participation must be inclusive of all the City's seven administrative regions;
- Prove that public participation results in statistically significant outcomes; and
- Prove that the participation process is socially inclusive.

The service provider will be responsible for the following:

- Prepare all logistical arrangements for the meetings,
- Facilitating Meetings;
- Take minutes at meetings and ensure the timeous dissemination of minutes to the project steering group and various other groups. Proof of meetings will be required in the form of agendas, minutes and attendance registers;
- Make presentations at formal committee briefings and provide presentation materials

All bidders shall make allowance for at least forty (40) public participation meetings with an estimated fifty (50) attendees per meeting. It must be noted that this is not a replacement nor a proposal for a representative sample. These figures are proposed for the costing of the activities to ensure a fair evaluation process.

All venues must meet the mandatory Occupational Health and Safety compliance standards as will be prescribed by the City for hosting public meetings.

#### **The key consideration for the public participation process**

The project program should be designed to provide stakeholders proactively and accessibly with an opportunity to provide input into the process. In order to ensure that the voices of the communities are heard, mechanisms must be developed to effect greater equity in the public participation process.



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This includes but is not limited to, **making provision for interpreters** that can translate a minimum of three (3) African languages and sign language.

The stakeholder practitioner and researcher will play critical roles in designing and hosting engagement sessions using creative co-production techniques – the content and direction of which will be influenced and guided by the Transport Planner/Project Lead.

However, it will remain the responsibility of the Transport Planner/Project Lead to ensure that the collaborative engagements are conducted to meet the statistical representation objectives of this project.

The stakeholder practitioner will be at all public participation meetings,; however, the successful bidder should allocate the professional team efficiently and only members required for presentations and facilitation of responses should attend the stakeholder engagements. Team members who do attend meetings with stakeholders should be able to represent all project information adequately at that meeting.

Public participation required for this deliverable must support and ensure effectiveness and co-production. This approach must:

- Ensure sufficient and meaningful stakeholder engagement and collective visioning;
- Utilise various co-production techniques that ought to be designed and developed in collaboration with the stakeholder practitioner and project leader;
- Therefore, the transport planners and stakeholder practitioner will play a critical role in these engagements, particularly with regards to communicating relevant information regarding performance indicators and targets;
- The administrative functions of these engagements will be the primary responsibility of the stakeholder practitioner and it is anticipated that external work to be carried out during this period, will also make use of this established engagement platform to ensure uniformity and reduce confusing and conflicting outcomes; and
- It will be the responsibility of the Project Leader and the stakeholder practitioner to engage other contributing departments throughout the project development process.

**Please note that these key considerations will also be applicable to the stakeholder engagement process under section 3.2**

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**Deliverable: Draft Stakeholder Engagement and Public Participation Report**

### **3.4 Consolidation Phase**

The service provider will be expected to collate all information and inputs from stakeholder engagements and public participation as contained in the public participation report. The service provider is expected to consolidate the cleaned, analysed and primed inputs from the stakeholder processes related to proposed Transport Key Performance Indicators and Targets. A revised report should be submitted to the PSC for approval.

**Deliverable: Final Draft Transport Key Performance Indicators and Targets Report**

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### **3.5 Approval Phase**

The draft transport key performance indicators and targets must be submitted to the City's internal structures for approval. The approval process can take up to two (2) months and therefore the bidder needs to take this into consideration when developing the project plan. The following committees will consider the report for approval:

- Economic Growth Technical Cluster
- Sustainable Service Technical Cluster
- Executive Management Team
- Section 79 – Political Oversight Committee
- Sub-Mayoral Committee
- Mayoral Committee; and
- Council

The service provider is expected to assist the City Transport Department to prepare necessary presentations and reports for the above exercise. As and when required, incorporate feedback received from these structures for consideration of the next committees. The service provider must make provision for at least three (3) feedback sessions for this purpose.

**Deliverable: Final Draft Transport Key Performance Indicators and Targets Report, Mayoral Committee Presentation**

### **3.6 Project Management and Co-Ordination**

The successful bidder will be required to arrange regular project coordination meetings which will consist of the CoJ Transport project manager, service provider, various CoJ departments, municipal entities and other stakeholders. The successful bidder shall perform secretarial duties of minute taking (which shall be approved by the City) and dissemination of minutes/meeting notes after each meeting. The project coordination meetings shall happen once monthly for the project duration. Twelve (12) meetings in total will be required. Monthly progress reports shall be prepared and submitted to the City's steering committee.

A project steering committee will be formed whereby the appointed bidder will be required to make presentations and table proposals with regard to the project. The Project Lead and the

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respective workstream leads will be required at the monthly twelve (12) project steering committee meetings.

The project team may be required to present or make available presentation materials to City staff to enable the officials to provide additional updates/briefings to various other committees, commissions, and stakeholder groups as needed at key milestones in the process. These are categorised as Internal and external stakeholders and forums and are separate from and in addition to the monthly Project Steering Committee Meetings with the client and its project manager.

### **Deliverables: Monthly Progress Reports**

#### **3.6.1. Key Project Deliverables**

The project deliverables will include the following:

- **Inception Phase:** Project Inception Report
- **Development Phase:** Draft Key Performance Indicators and Targets Report and non-technical multi-media audio and visual material in support of the Communication Strategy
- **Public Participation Phase:** Stakeholder Engagement Report
- **Consolidation Phase:** Final Draft Key Performance Indicators and Targets Technical Report (including Executive Summary)
- **Approval Phase:** Final Key Performance Indicators and Targets Technical Report (including Executive Summary) and final non-technical multi-media audio and visual material deliverables.

The City will require the submission of all project documentation generated during the various project phases,

#### **3.6.2. Format of the deliverables**

##### **a. Progress Reports**

- Hard Copy: 1 hard copy of the progress report (bound, may be printed double-sided)
- Soft Copy: Progress report should also be submitted in PDF (Acrobat) and Word file format.

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### **b. Draft Documents**

- Soft Copy: draft products in PDF (Acrobat) and Word file format.
- Presentation (MS Powerpoint)

### **c. Final Documents**

- Soft Copy: Final report should be submitted in PDF (Acrobat) and Word file format. One of the soft copies must be typed to allow direct single-sided A4 printing.
- Presentation (MS Powerpoint)
- Poster: design (A3 to A0 high definition print quality) – graphic design files and pdf format.
- Multimedia products generated: mp4-videos; audio files.

### **d. Data Ownership**

All milestone products, developed for the purpose of this project, in addition to the final document, all statistical work shall remain the property of the CoJ. All files shall be delivered to the City in the agreed format.

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### **4 PROJECT DURATION**

The project duration should be 12 months including approvals and stakeholder engagements.

### **5 COMPETENCE REQUIREMENTS**

Sufficient professional staff with suitable qualifications must be made available by the service provider(s) 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 tender must include documentary evidence that each proposed professional meets these requirements.

A detailed project organogram identifying the service provider's management structure and all staff resources to be employed on the project and clearly outlined roles and responsibilities showing the percentage time allocation of the staff to the project. The curricula vitae of the proposed personnel are to accompany the organogram and are to include certificates of professional qualifications and registration where required.

The Project Lead overseeing all work undertaken in this project must be a Professional Engineer or Professional Engineering Technologist registered with the Engineering Council of South Africa (ECSA). These professionals together with the project manager will take full responsibility for the work following the requirements of the Council and particularly in terms of the Code of Conduct published under the Engineering Profession Act, 2000 (Act 46 of 2000) as Board Notice 15 in Government Gazette No. 28605 (17 March 2006).

The following skills are required:

- Transport planning;
- Stakeholder engagement;
- Transport research;
- Project management
- Mathematical statistician

### **6 EVALUATION CRITERIA**

**The selection of a bidder will be a two-stage process:**

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**Stage 1: Functionality, and**

**Stage 2: Pricing and City's Preferential Goals**

Proposals will initially be evaluated in terms of the Preferential Procurement Policy Framework Act of 2000, using the 80/20 points system in the Preferential Procurement Regulations of 2022.

A maximum of 80 points will be allocated for price in terms of the formula provided in the preferential procurement regulations 2022, and a maximum of 20 points will be allocated for the City's preferential goals as follows: The evaluation of bids shall be based firstly on FUNCTIONALITY criteria in Table 1. Only those bidders that meet the minimum threshold of 75 points shall be considered for the subsequent stages of the evaluation process. A bid that scores less than 75 points for FUNCTIONALITY shall be regarded as non-responsive and shall not be considered for further evaluation.

**Table 1: Functionality criteria**

Criteria	Levels	Points	Points obtained
<b>Transport planner (project lead)</b>	<p>The bidder has registered professional transport planner with NQF 8 or higher qualification in transport engineering or transport planning.</p> <p>The transport planner has successfully <u>led</u> the production of the comprehensive integrated transport plan in terms of the National Land Transport Act (Act 5 of 2009) or under the repealed National Land Transport Transition Act (Act 22 of 2000).</p> <p>Letters of reference confirming the scope of works and the transport planner's leadership role in the successfully completed production of comprehensive integrated transport plan/s must be attached.</p> <ul style="list-style-type: none"> <li>• NQF 8 and no CITP led = 0</li> <li>• NQF 8 or higher and 1 CITP projects led = 15</li> <li>• NQF 8 or higher and 2 or more CITP projects led = 30</li> </ul>	30	

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	<b>FORM 1: Project related experience must be competed</b>		
<b>Criteria</b>	<b>Levels</b>	<b>Points</b>	<b>Points obtained</b>
<b>Stakeholder engagement practitioner</b>	<p>The bidder has stakeholder engagement practitioner with experience in leading and managing stakeholder engagement for <u>transport planning</u> projects.</p> <p>Letters of reference confirming the scope of works and the practitioner's role in the successfully completed transport planning related projects must be attached.</p> <ul style="list-style-type: none"> <li>• Less than 5 years transport planning project experience = 0</li> <li>• 5 years or more and less than 10 years transport planning project experience = 10</li> <li>• 10 or more years experience = 20</li> </ul> <p><b>FORM 2: project related experience must be completed</b></p>	20	
<b>Transport researcher</b>	<p>The bidder has a transport researcher that has published a peer reviewed conference article or journal article on transport system performance indicators as a lead author.</p> <ul style="list-style-type: none"> <li>• No article or journal published = 0</li> <li>• At least 1 peer-reviewed conference article = 5</li> <li>• At least 1 journal article published = 10</li> </ul>	10	
<b>Responsive methodology and approach methods</b>	<p>The bidder provides a proposal that demonstrates the understanding of the brief regarding statistically sampling by explaining how statistical confidence of at least 95% will be ensured. The following four minimum requirements should be included.</p> <ul style="list-style-type: none"> <li>• <b>Stakeholder sampling approach (5 points)</b> <ul style="list-style-type: none"> <li>• Sampling methodology is incomplete and will not result in statistically significant outcomes = 0</li> <li>• Sampling methodology is somewhat complete and will result in statistical significant outcomes = 2</li> <li>• Sampling methodology is complete and will result in statistically significant outcomes = 5</li> </ul> </li> </ul>	20	



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	<ul style="list-style-type: none"> <li>• <b>Describe the use of technology and minimum of three (3) co-production techniques during stakeholder engagement to prove inclusivity (5 points)</b> <ul style="list-style-type: none"> <li>• No use of technology description and no co-production technique=0</li> <li>• Description of use of technology and 2 co-production technique= 2</li> <li>• Description of use of technology and 3 or more co-production techniques=5</li> </ul> </li> <li>• <b>Project plan clearly outlining how all deliverables and milestones will be achieved including stakeholder engagement plan ( 5 points)</b> <ul style="list-style-type: none"> <li>• No project implementation plan = 0</li> <li>• Project plan without outlining processes, activities detailed deliverables and stakeholder engagement plan = 2</li> <li>• Complete Project implementation plan outlining/, full processes, activities and deliverables aligned to the timelines including stakeholder engagement plan = 5</li> </ul> </li> <li>• <b>Description of risks associated with the project and map out a project risk plan and mitigation matrix. ( 5 points)</b> <ul style="list-style-type: none"> <li>• No description of risk plan = 0</li> <li>• Description of risks associated with the project and map out a project risk plan and mitigation matrix. =5</li> </ul> </li> </ul>		
<b>Project manager</b>	<p>The bidder has a project manager with NQF 8 or higher qualification in project management and relevant experience in managing transport planning related projects</p> <ul style="list-style-type: none"> <li>• Less than 5 years' experience = 0</li> <li>• 5 years or more and less than 10 years' experience = 5</li> <li>• 10 or more years' experience = 10</li> </ul> <p><b>FORM 3: project related experience must be completed</b></p>	10	
<b>Lead mathematical statistician</b>	<p>The bidder has a lead mathematical statistician with NQF 8 or higher qualification.</p>	10	

**APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO FORMULATE THE COMPREHENSIVE INTEGRATED TRANSPORT PLAN: PART A FOR THE CITY OF JOHANNESBURG**

	<p>The lead mathematical statistician has successfully managed projects requiring demographic sampling.</p> <p>Letters of reference confirming the scope of works and the statistician's role in the successfully completed transport related demographic sampling projects must be attached.</p> <ul style="list-style-type: none"> <li>• Less than 5 years' experience = 0</li> <li>• 5 years or more and less than 10 years' experience = 5</li> <li>• 10 or more years' experience = 10</li> </ul> <p><b>FORM 4: project related experience must be completed</b></p>		
<b>Total</b>			<b>100</b>

## **7 PROJECT RELATED EXPERIENCE**

Transport Planning related projects are defined as projects involving a process of identifying the long-term goals of the entity (where it wants to be) and the broad steps (visioning, needs assessment, formulation of strategies) necessary to achieve these goals over a long-term horizon (how to get there), incorporating the concerns and future expectations of the major stakeholders.

- The Bidder shall insert the following table with full details of the completed transport-related projects. It is **compulsory** to complete all fields in the attached Forms 1 to 3 and reference letter confirming the scope of work and the role in the project for each project listed as this information will be deemed to be material to the award of the Contract.

**Failure to complete all fields (i.e. for each listed project) will lead to the bidder losing points during functional evaluation. NB. subject to information not appearing on the reference letter.**

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**FORM 1-3: Project-related experience**

Bidder's signature	No.	Project Name & Description (Bid-related projects)	Project Professional Fees (R)	Project Period: Start Date- Completion date (dd/mm/yyyy)	Total Project Duration (years, months, days) Total duration calculated under this column will be used for evaluation on the period for the relevant experience	Contactable reference as per the evidence attached confirming scope of work: Name, telephone and email	Alternative reference: Name, telephone and email
Sign Here:	1						
	2						
	3						
	4						
	5						

Bids that meet the minimum threshold shall be evaluated on PRICE and PREFERENTIAL GOALS, in accordance with Preferential Procurement Regulations of 2022 by the National Treasury and SCM Practice Note 1/2023. The 80/20-preference points system shall apply wherein 80 points will be allocated for price and 20 points for goals set out in **Table 2**.

**Table 2**

	<b>MEANS OF VERIFICATION</b>	<b>POINT SYSTEM: 80/20</b>
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<b>GOAL 1: DESIGNATED GROUP</b>		
<b>MAXIMUM POINTS FOR GOAL 1 ARE 10 POINTS</b>		
<b>Business owned by 51% or more – Black People</b>	<b>CSD and valid BBBEE certificate/ affidavit sworn under oath, ID copy of owner/s of the business and Shareholder's certificate</b>	<b>5 points</b>
<b>Business owned by 51% or more - Women</b>	<b>CSD, ID copy of owner's of the business and shareholder's certificate</b>	<b>5 points</b>
<b>TOTAL POINTS</b>		
<b>GOAL 2: SPECIFIC GOALS</b>	<b>MEANS OF VERIFICATION</b>	<b>POINT SYSTEM: 80/20</b>
<b>MAXIMUM POINTS FOR GOAL 2 ARE 10 POINTS</b>		
<b>SMMEs (an EME or QSE)</b>	<b>CSD and BBBEE certificate/ affidavit sworn under oath</b>	<b>5 points</b>
<b>Enterprises located within the City of Johannesburg Metropolitan</b>	<b>CSD and proof of municipal account</b>	<b>5 points</b>
<b>TOTAL POINTS</b>		<b>20 points</b>

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**7 PRICING TABLE**

Detailed below is information upon which fees must be based for the project. The pricing schedule, included as part of this document, must be completed and submitted together with your proposal. In addition to the pricing schedule, the bidder is expected to provide a detailed cost breakdown for the various project activities.

**Table 3: Pricing Schedule**

Item	Description	Type	Rate	Quantity	Price
<b>3.1</b>	<b>Project managements</b>				
<b>3.1.1</b>	<b>Project Management Reports</b>	Item		<b>12</b>	<b>R</b>
<b>3.2.</b>	<b>Inception Phase Stage (Target Estimation, Sampling Methodology, Stakeholder Mapping, Workshop Facilitation)</b>				
<b>3.2.1</b>	<b>Inception Report</b>	Item		<b>1</b>	<b>R</b>
<b>3.3</b>	<b>Development and Stakeholder Engagement Stage (Literature Review, Target Setting Estimation and Performance Indicators Identification, Sampling, Stakeholder Engagement Strategy and Communication Plan)</b>				
<b>3.3.1</b>	<b>Stakeholder Engagement</b>	Item		<b>25 meetings @ 3hr at no venue hire</b>	<b>R</b>
<b>3.3.2</b>	<b>Draft Transport Key Performance Indicators and Targets Report</b>	Item		<b>1</b>	<b>R</b>

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Item	Description	Type	Rate	Quantity	Price
<b>3.4.</b>	<b>Public Participation to Calibrate Targets</b>				
<b>3.4.1</b>	<b>Arrange and administer meetings</b>	<b>Item</b>		<b>40 meetings @ 5hrs each</b>	<b>R</b>
<b>3.4.2</b>	<b>Facilitation of community participation including the professional team that meet the requirements stipulated under section 3.3</b>	<b>Item</b>		<b>40 meetings @ 5hrs each</b>	<b>R</b>
<b>3.4.3</b>	<b>Venue</b>	<b>Item</b>		<b>40 meetings for 50 attendees</b>	<b>R</b>
<b>3.4.4</b>	<b>Technology (speakers, sound systems, screen, recording etc.)</b>	<b>Item</b>		<b>40 meetings @ 5hr each</b>	<b>R</b>
<b>3.4.5</b>	<b>Catering (lunch pack i.e. sandwich, fruit, juice, lollipop and snack)</b>	<b>Item</b>		<b>40x50 people</b>	<b>R</b>
<b>3.4.6</b>	<b>Calibration of the Targets</b>	<b>Item</b>			<b>R</b>
<b>3.4.7</b>	<b>Draft Stakeholder Engagement and Public Participation Report that proves the statistical relevancy outcome</b>	<b>Item</b>		<b>1</b>	<b>R</b>

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Item	Description	Type	Rate	Quantity	Price
<b>3.5</b>	<b>Consolidation Phase</b>				
<b>3.5.1</b>	<b>Final Draft Transport Key Performance Indicators and Targets Report</b>	<b>Item</b>		<b>1</b>	<b>R</b>
<b>3.6</b>	<b>Approval Process</b>				
<b>3.6.1.</b>	<b>Final Draft Transport Key Performance Indicators and Targets Report, Mayoral Committee Presentation</b>	<b>Item</b>		<b>1</b>	<b>R</b>
<b>4.</b>	<b>Other</b>				
<b>4.1</b>	<b>Disbursements to cover travelling costs and printing</b>	<b>monthly</b>		<b>12</b>	<b>R</b>
<b>4.2</b>	<b>Provisional sum (transport arrangements for the public to access meeting venues where necessary)</b>	<b>R80 000,00</b>			
	<b>Total excluding VAT</b>			<b>R</b>	
	<b>15% VAT</b>			<b>R</b>	
	<b>Total including VAT</b>			<b>R</b>	

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Item	Description	Type	Rate	Quantity	Price
Signature		Date			

**Disbursements** Travelling disbursement shall only cover reasonable motorised travelling (including Gautrain and public transport) within the boundaries of the City of Johannesburg. The approval shall be as per the approved project plan. CoJ will not be liable for travel costs for a service provider that has offices outside the boundaries of the City of Johannesburg.

**Claim:** Claim for this item shall only be accepted by the client when proof of travelling reason, travelled kilometres and logbook has been attached and meet all requirements and it is aligned to the approved project plan and in line with the AA rates.

**NB:** In line with the Local Government: Municipal Finance Management Act, 2003 Municipal Cost Containment Regulations, 2019, the City is bound by the following clauses for the purposes of this commissioning:

(1) A municipality or municipal entity may only appoint consultants if an assessment of the needs and requirements confirms that the affected municipality or municipal entity does not have the requisite skills or resources in its full -time employ to perform the function.

(2) An accounting officer must adopt a fair and reasonable remuneration framework for consultants taking into account the rates -

(a) determined in the "Guideline on fees for audits undertaken on behalf of the Auditor - General of South Africa ", issued by the South African Institute of Chartered

Accountants;

(b) set out in the "Guide on Hourly Fee Rates for Consultants ", issued by the Department of Public Service and Administration; or

(c) as prescribed by the body regulating the profession of the consultant.

(3) The tender documentation for the appointment of consultants must include a clause that the remuneration rates will be subject to negotiation, not exceeding the applicable rates

mentioned in sub -regulation (2).



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(4) When negotiating cost -effective consultancy rates for international consultants, the accounting officer may take into account the relevant international and market -determined rates.

The remuneration rates quoted are subject to negotiation as stipulated in in sub regulation (2)

### **8 RETURNABLE DOCUMENTS**

Each submission must include the following:

- Valid original or certified copy of B-BBEE accreditation certificate issued by verification agencies accredited by SANAS; or an affidavit for B-BBEE exemption commissioned by SAPS or a Commissioner of Oaths.
- A valid one-time pin (OTP) for tender issued by the South African Revenue Services (SARS).
- Municipal rates and taxes for the **company and all directors** not in arrears for more than 90 days and not older than three (3) months or a sworn affidavit or valid lease agreement. If in arrears, the bidder must provide proof of acknowledgement of debt and arrangement to make payment with the relevant municipality.
- Fully completed and signed MBD forms
- Fully completed and signed form of bid/proposal.
- Fully completed and signed declaration on State of Municipal Accounts,
- Proof of registration on the National Treasury Central Supplier Database (CSD) or copy of CSD report or M-AAA number.
- Validly executed Joint Venture Agreement (if the bidder is a joint venture)
- A project plan clearly outlining how all deliverables and milestones will be achieved.
- Detailed cost breakdown for the various project activities.
- Reference letter confirming the scope of work and the role in the project
- FORM 1: project related experience for Transport Planner
- FORM 2: project related experience for Stakeholder Engagement Practitioner
- FORM3: project related experience for Project Manager
- FORM4: project related experience for Mathematical Statistician
- FORM5 Fully completed and signed City of Johannesburg pricing schedule.
- Curricula Vitae of the proposed Personnel
- Bidder's Organogram outlining qualifications of the entire project team and track record in similar projects
- Project Leader's certified ECSA registration certificate

## **APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO FORMULATE THE COMPREHENSIVE INTEGRATED TRANSPORT PLAN: PART A FOR THE CITY OF JOHANNESBURG**

- ID copy of owner/s of the business and Shareholder's certificate
- Company registration Document (CK document)

### **9 DISQUALIFYING CRITERIA**

Failure to submit any of the following information will automatically disqualify bidders:

- a. Failure to complete and sign form of bid
- b. Failure to submit proof of active registration with the Engineering Council of South Africa (ECSA) for the Transport Planner (project lead). Registration as a Professional Engineer or Engineering Technologist.
- c. Non-attendance of compulsory briefing session
- d. Failure to complete and sign the City of Johannesburg pricing schedule in full
- e. Failure to attach a letter confirming errors or alteration in the price schedule / or any amendment on the bid document should be on a company letter head

### **10 CONDITIONS OF AWARD**

Notwithstanding the proposal being recommended for award, an award shall not be made to a supplier whose:

- a. Tax matters are not in order, as confirmed in terms of the National Treasury's Central Supplier Database (CSD) and SARS.
- b. Municipal rates and taxes (of the bidder and that of its directors) are in arrears for more than 90 days and there are no arrangements made with the relevant municipality.
- c. Directors and principal members are in the service of the state as defined in regulation 1 of the Municipal Supply Chain Management Regulations.
- d. Name (of the bidder or that of its directors) appears on the National Treasury's database of Restricted Suppliers.

Bidders who fail to reach a minimum functionality score of 75 points will not be considered for the Evaluation Criteria outlined above.

**APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO FORMULATE THE COMPREHENSIVE INTEGRATED TRANSPORT PLAN: PART A FOR THE CITY OF JOHANNESBURG**

**11 FURTHER INFORMATION**

**a. Enquiries**

For any enquiries with regard to this project, please feel free to send them to CITP@joburg.org.za. Please note that queries will be responded to from the day of the compulsory briefing until the fifth last working day before the closing date of submission. Kindly note that the queries will be responded to within a 3-working day turnaround time.

**b. Details of the Compulsory Tender Briefing Meeting**

There will be a compulsory tender briefing meeting to be held as per the advert at 10:30am, all potential bidders are required to attend this meeting. The meeting will be held at:

**75 Helen Joseph Street; Old Mutual Building; 4th Floor, Auditorium.**

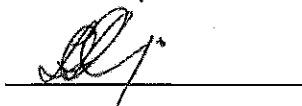
Bidders should note that the City will not be bound to accept the lowest or any of the submitted proposals. The City also reserves the right to accept / not accept any proposal either in whole or in part. The prospective bidder's attention is specifically drawn to the provisions of the conditions applicable to the bid, which are included in the bid documents. The lowest bid will not necessarily be accepted, and the City reserves the right not to consider any bid not suitably endorsed or part of it not suitably endorsed or comprehensively completed as well as the right to accept a bid in whole or in part. Bids completed in pencil will be regarded as invalid bids.

**FAXED, E-MAILED AND TELEGRAPHIC BIDS WILL NOT BE ACCEPTED.**

**Requested by:**

Daisy Dwango

BSC Chairperson

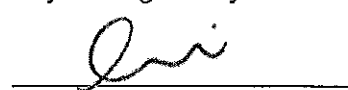


**Date: 13/12/2023**

**Approved by:**

Floyd Brink

City Manager: City of Johannesburg



**Date: 08/01/2024**



**the dpsa**

Department:  
Public Service and Administration  
REPUBLIC OF SOUTH AFRICA

## Hourly Fee Rates For Consultants - With effect from 1 July 2020

In view of fiscal constraints, and after consultation with the Office of the Chief Procurement Officer, the Director-General: Public Service and Administration approved that the 2019 rates will apply in 2020

Salary Band	Average Total Package	Model A Short Term				Model B Long Term			
		Option A 1 All Overheads		Option A 2 Partial Overheads		Option B 1 All Overheads		Option B 2 Partial Overheads	
		A 1.1 Mark-up	A 1.2 No Mark-up	A 2.1 Mark-up	A 2.2 No Mark-up	B 1.1 Mark-up	B 1.2 No Mark-up	B 2.1 Mark-up	B 2.2 No Mark-up
16	1 997 628	3 995	3 076	3 436	2 637	None	None	None	None
15 / 16	1 766 953	3 534	2 721	3 039	2 332	2 915	2 244	2 509	1 926
15	1 536 278	3 073	2 366	2 642	2 028	2 535	1 951	2 182	1 675
14 / 15	1 398 142	2 796	2 153	2 405	1 846	2 307	1 776	1 985	1 524
14	1 302 509	2 605	2 006	2 240	1 719	2 149	1 654	1 850	1 420
13 / 14	1 201 602	2 403	1 850	2 067	1 586	1 983	1 526	1 706	1 310
13	1 092 286	2 185	1 682	1 879	1 442	1 802	1 387	1 551	1 191
12 / 13	995 007	1 642	1 264	1 413	1 085	1 473	1 134	1 264	965
12	897 728	1 481	1 140	1 275	979	1 329	1 023	1 140	871
11 / 12	827 611	1 366	1 051	1 175	902	1 225	943	1 051	803
11	757 494	1 250	962	1 076	826	1 121	864	962	735
10 / 11	707 501	1 167	899	1 005	771	1 047	807	899	686
10	657 508	973	750	835	638	921	710	789	611
9 / 10	598 985	886	683	761	581	839	647	719	557
6 to 8	395 779	586	451	503	384	554	427	475	368

### How to determine the appropriate fee rate

1. 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

2. 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, 15 a DDG and 16 a DG.

3. The hourly fee rate should be read where the consultancy option/model intersects with the salary band.

4. Fee rates exclude operational/project expenditure e.g., travelling, hotel accommodation, parking, travel and subsistence allowance.

5. Value Added Tax is excluded from calculating hourly fee rates.

Note - The Guide on Hourly Fee Rates for Consultants and the latest Fee Rates are available at the following link  
[http://www.dpsa.gov.za/dpsa2g/consultant\\_fees.asp](http://www.dpsa.gov.za/dpsa2g/consultant_fees.asp)