



CLUSTER

Technical Services

UNIT

eThekweni Transport Authority

DEPARTMENT

Public Transport

PROCUREMENT DOCUMENT : PROFESSIONAL SERVICES

Documents are to be obtained, free of charge, in electronic format, from the [National Treasury's eTenders website](#) or the [eThekweni Municipality website](#)

Contract No: 32753-1T

Contract Title: Professional Support for the Implementation of the IPTN: Business and Operational Plan

CLARIFICATION MEETING AND QUERIES

Clarification Meeting: No Clarification Meeting

Meeting Location, Date, Time: N/A

Queries can be addressed to: Name: Babalwa Nyoka/ Babalwa Latha

The Employer's Agent's: Tel: 031 311 7751/ 031 322 2963

Representative: Email: babalwa.nyoka@durban.gov.za/ babalwa.latha@durban.gov.za.
Email queries to be submitted by no later than 02 April 2026, and consolidated questions and answers will be uploaded on the 09 April 2026.

TENDER SUBMISSION

The Tender Offer ("hard copy") shall be delivered to:

Delivery location: The Tender Box in the foyer of the Municipal Building, 166 KE Masinga Road, Durban

Tenderers are also required to make an **electronic submission** via the eThekweni Municipality **JDE System (SSS Module)**.

- Tenderers must ensure that the hard copy and electronic submission are the same, failing which the submission will be deemed invalid.
- Tenderers are responsible for resolving all access rights and submission queries on the **JDE System** before the tender closing date/ time.

JDE Queries Contact: Lindo Dlamini:

Tel: 031-322-7133 / 031-322-7153

Contact:

Email: suppliers.selfservice@durban.gov.za

Closing Date/ Time: Friday, 17 April 2026 at 11h00

Tender Offers submitted via any means other than that stated in the Tender Data will be deemed invalid

Issued by:

ETHEKWINI MUNICIPALITY

Senior Manager: Public Transport

Date of Issue: 13/03/2026

Document Version : 23/10/2024

FOR OFFICIAL USE ONLY

Tenderer Name:			VAT Registered: Yes No
	Price (excl)	VAT	Price (incl)
Submitted: R	R		R
Corrected: R	R		R

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PART T1: TENDERING PROCEDURES

T1.1.1 : TENDER NOTICE AND INVITATION TO TENDER

Tenders are hereby invited for professional services, Operations and Business Plans

Subject	Description	Tender Data
Employer	The Employer is the eThekweni Municipality as represented by: Senior Manager: Public Transport	F.1.1.1
Tender Documents	Documentation is to be downloaded the National Treasury's eTenders website or the eThekweni Municipality Website : <ul style="list-style-type: none"> • https://www.etenders.gov.za/ • https://www.durban.gov.za/pages/business/procurement 	F.1.2
Clarification Meeting	N/A	F.2.7
Seek Clarification	Queries relating to these documents are to be addressed to the Employer's Agent's Representative whose contact details are: Name: Babalwa Nyoka/ Babalwa Latha Tel: 031 311 7751/ 031 322 2963 Email: babalwa.nyoka@durban.gov.za/ babalwa.latha@durban.gov.za. Email queries to be submitted by no later than 02 April 2026, and consolidated questions and answers will be uploaded on the 09 April 2026.	F.2.8
Submitting a Tender Offer	The Tender Offer shall be delivered to: The Tender Box in the foyer of the Municipal Building, 166 KE Masinga Road, Durban	
	Tenderers are also required to make an electronic submission via the eThekweni Municipality JDE System (SSS Module) . <ul style="list-style-type: none"> • Tenderers must ensure that the hard copy and electronic submission are the same, failing which the submission will be deemed invalid. • Tenderers are responsible for resolving all access rights and submission queries on the JDE System before the tender closing date/ time. • Reference should be made to Part T1.1.2 and Clause F.2.13 of the Tender Data. 	F.2.13
Closing Time	The Tender Offer ("hard copy") shall be delivered, and the electronic submission completed, both on or before Friday, 17 April 2026 , at or before 11h00 .	F.2.15
Evaluation of Tender Offers	The 80/20 Price Preference Point System, as specified in the SCM Policy will be applied in the evaluation of tenders. Refer to Clause F.3.11 of the Tender Data for the Specific Goal(S) for the awarding of Preference Points, and other related evaluation requirements.	F.3.11

Requirements for sealing, addressing, delivery, opening, and assessment of tenders are stated in the Tender Data

T1.1.2: INFORMATION REGARDING THE ETHEKWINI JDE SYSTEM

This Section (T1.1.2) is for information purposes only. Compliance requirements are stated in **Part T1.2: Tender Data**.

eThekwini Municipality Bids, Tenders and Quotations (hereafter referred to as Tenders) are going to be submitted using the JDE System.

This JDE System will be used for:

- Viewing of available (open) Tenders,
- Downloading procurement documentation for Tenders,
- Uploading completed and signed Tender documentation,
- Completion and submission of Tenders electronically,
- Viewing the Tender opening schedule.

Registrations

To be granted access to the **JDE System** prospective service providers must be registered on the **National Treasury's Central Supplier Database (CSD)**, the **eThekwini Municipality Supplier Portal**, and the **eThekwini Municipality JDE System**.

National Treasury: Central Supplier Database

- Registration can be made on <https://secure.csd.gov.za> .
- Service Providers will be issued a "MAAA" number when registered.

eThekwini Municipality Supplier Portal

- Registration can be made on <https://www.durban.gov.za> by following these links:
>Business >Supply Chain Management (SCM) >Accredited Supplier & Contractor Database.

eThekwini Municipality JDE System

- Service providers requiring access must send an email to supplier.selfservice@durban.gov.za
The following information is required:
 - Copy of the **Director's ID**.
- On receipt of this email, the SCM Unit will respond with the login credentials and a link to the **JDE System**.

Assistance with using the JDE System

The following SCM Official(s) can be contacted in connection with any queries regarding the use of the **JDE System**:

- Lindo Dlamini Tel: 031 322 7153 or 031 322 7133
 Email: supplier.selfservice@durban.gov.za

Viewing of available tenders

By following link <https://rfq.durban.gov.za/jde/E1Menu.maf> prospective Service Providers will be able to view available (open) Tender opportunities without signing into the system. However, Service Providers will not be able to respond to a Tender without being signed into the system using a JDE User ID and Password.

Tender documentation

By accessing the **JDE System** (using <https://rfq.durban.gov.za/>) and viewing any available Tenders, prospective Service Providers will be able to download the relevant Tender documentation.

The Tender documentation consists of the **TENDER** and **CONTRACT Parts**, as described in the INDEX, and will include any drawings and other information (if applicable). Referred to or included in the documentation are the **Standard Conditions of Tender (and associated Tender Data)**, and the **Conditions of Contract (and associated Contract Data)** which will govern the tendering and contract processes respectively.

Submission of tender offers

Tender Offers are to be delivered, in “hard copy” format, to the Delivery Location as stated in the Tender Data F.2.13.

In addition to the above, **Tender Offers are also to be SUBMITTED ELECTRONICALLY** (uploaded) on the eThekwini Municipality JDE System (Supplier Self Service (JDE-SSS) Module).

Bidders are responsible for resolving all access rights and submission queries on the JDE System before the tender closing date/ time, as stated in the Tender Data.

Reference is to be made to **Clause F.2.13 of the Tender Data** that specifies compliance requirements.

Viewing the Tender opening schedule

Users on the **JDE System** will be able to view the **Tender Opening Schedule** for each closed Tender.

The tender opening schedule will also be made available on the eThekwini Municipal website at URL:

<https://www.durban.gov.za/pages/business/publication-of-received-bids>

T1.1.3: NOTES TO TENDERERS

These “**Notes to Tenderers**” are intended to provide guidance to Tenderers regarding tendering obligations and requirements. Compliance requirements are stated in the relevant parts of the **Tender Data (T1.2)**.

eThekwini Supply Chain Management Policy (SCMP)

The requirements as stated in the Employer’s SCM Policy include, but are not limited to, the following:

1) Clause 14(4): ETM Supplier Database

The eThekwini Supply Chain Management Policy requires suppliers/ service providers/ contractors to be registered on the eThekwini Municipality’s Supplier Database (Vendor Portal).

In the event of the Tenderer not being registered on the eThekwini Municipality’s Supplier Portal, the Tenderer must register on the internet at www.durban.gov.za by following these links:

- Business
- Supply Chain Management (SCM)
- Accredited Supplier and Contractor’s Database.

The following is to be noted:

- The information for registration as in the possession of the eThekwini Municipality will apply.
- It is the Tenderer’s responsibility to ensure that the details submitted to the Municipality are correct.
- Tenderers are to register prior to the submission of tenders.

2) Clause 20(1)(d)(i): Audited Financial Statements

Audited Financial Statements (prepared for auditing) are required to be submitted if the value of the tender offer exceeds R10 million (incl VAT).

3) Clause 20(1)(d)(iii): Contracts Awarded during the past 5 Years

Tenderers are to include with their submission a listing of any contracts awarded to the Tenderer during the past 5 years, including particulars of any material non-compliance or dispute concerning the execution of the contracts. Tenderers are referred to **Returnable Form T2.2.3**.

4) Clause 20(1)(d)(ii), Clause 28(1)(c) and Clause 29(10): Municipal Fees

Tenderers are to refer to **Returnable Form T2.2.12: “Declaration of Municipal Fees”**, to certify that they have no undisputed commitments for municipal services towards any municipality. Prior to an award, a Tenderer’s municipal rates and taxes cannot be in arrears. Should a Tenderer be in arrears with respect to municipal services and has formalised an agreement with the respective municipality to offset the arrears, the agreement must be in place at time of tender closing.

5) Clause 28(2)(d), Clause 28(2)(h) and Clause 29(12): Certifications and Registrations

CIDB Registration and Status, B-BBEE Certificates, and Tax Compliance Status PINs must be valid at tender closing, and before final award.

The Tenderer’s Tax Compliance Status, CIDB Registration and Status (if required), and B-BBEE Level Status (if required), will be verified using the National Treasury Central Supplier Database (CSD). Tenderers are referred to **Returnable Form T2.2.1**.

It is the Tenderer’s responsibility to ensure that their data on the CSD is kept updated and correctly reflects the status of the tendering entity.

6) Clause 28(1)(e): Joint Ventures (JV)

Each party of a JV must submit separate Tax Compliance Status PINs.

Also, and unless otherwise stated, the requirements for a single entity submission in terms of documentation requirements, will apply to each member of a JV making a submission.

As proof that a JV has been formalised, or that the parties to the JV agree to formalise the JV should they be successful in being recommended for the award of this tender, Tenderers are referred to **Returnable Form T2.2.10**.

CIDB Regulation 25(8) (if applicable)

- 7) It should be noted that this contract is not part of a **Targeted Development Programme (TDP)**. The CIDB provisions in relation to a Contractor's **Potentially Emerging (PE) status** do not apply. Tenderers are referred to **CIDB Inform Practice Note #32: "Application of the Potentially Emerging (PE) Status"**.

Conditions of Tender

8) F.3.8: Test for Responsiveness

In this regard, Tenderers are referred to **Clause F.3.8 of the Tender Data**.

PART T1: TENDERING PROCEDURES

T1.2: TENDER DATA

T1.2.1 STANDARD CONDITIONS OF TENDER

The conditions of tender are the **Standard Conditions of Tender** as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement (July 2015) as published in Government Gazette No 38960, Board Notice 136 of 2015 of 10 July 2015.

The Standard Conditions of Tender make several references to the **Tender Data** for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

T1.2.2 TENDER DATA

Each item of data given below is cross-referenced to the clause in the **Standard Conditions of Tender** to which it mainly applies.

F.1: GENERAL

F.1.1 The employer:

The Employer for this Contract is the **eThekwini Municipality** as represented by:
Senior Manager: **Public Transport**

F.1.2 Tender documents:

The Tender Documents issued by the Employer comprise:

- 1) This procurement document.
- 2) The **Conditions of Contract** identified in Section C1.2.1.1. Tenderers/ Contractors are required to obtain their own copies.
- 3) The **Specifications** identified in Section C3.3.1. Tenderers/ Contractors are required to obtain their own copies.
- 4) In addition, Tenderers are advised, in their own interest, to obtain their own copies of the following acts, regulations, and standards referred to in this document as they are essential for the Tenderer to get acquainted with the basics of construction management, the implementation of preferential construction procurement policies, and the participation of targeted enterprise and labour.
 - The Employer's Supply Chain Management Policy (as at advertising date).
 - The Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the Construction Regulations (2014).
 - The Construction Industry Development Board Act No 38 of 2000 and the Regulations issued in terms of the Act (July 2013).
 - SANS 1921:2004 – Construction and Management Requirements for Works Contract, Parts 1-3.
 - Any other eThekwini Policy documents referenced in the Tender Documents.

Electronically downloaded documentation is obtainable from the National Treasury's **eTenders Website** or the **eThekwini Municipality Website** at URL:

- <https://www.etenders.gov.za/>
- <https://www.durban.gov.za/pages/business/procurement>

The entire downloaded document should be printed on white A4 paper (single-sided).

F.1.4 Communication and employer's agent:

The Employer's Agent's Representative is:

Name: Babalwa Nyoka/ Babalwa Latha

Tel: 031 311 7751/ 031 322 2963

Email: babalwa.nyoka@durban.gov.za/ babalwa.latha@durban.gov.za. Email queries to be submitted by no later than 02 April 2026, and consolidated questions and answers will be uploaded on the 09 April 2026.

The Tenderer's contact details, as indicated on **Returnable Document T2.2.1: "Compulsory Enterprise Questionnaire"**, shall be deemed as the only valid contact details for the Tenderer for use in communications between the Employer's Agent and the Tenderer during tender evaluation.

F.2: TENDERER'S OBLIGATIONS

F.2.1 Eligibility:

Entities may only submit one (1) tender offer, either as a single tendering entity or as a partner of a joint venture. Should a tendering entity submit more than one (1) tender, **all** submissions by that tendering entity, including submissions where the entity is a partner of a joint venture, will be deemed not to be eligible.

F.2.1.1 Eligibility: General

A Tenderer will not be eligible to submit a tender if:

- (a) the Tenderer submitting the tender is under restrictions or has principles who are under restriction to participate in the Employer's procurement due to corrupt or fraudulent practices.
- (b) the Tenderer does not have the legal capacity to enter into the contract.
- (c) the Tenderer cannot provide proof that he is in good standing with respect to duties, taxes, levies and contributions required in terms of legislation applicable to the work in the contract.
- (d) In the event of a Compulsory Clarification Meeting:
 - i) the Tenderer fails to attend the Compulsory Clarification Meeting.
 - ii) the Tenderer fails to have form "Certificate of Attendance at Clarification Meeting / Site Inspection" (in T2.2) signed by the Employer's Agent or his representative.
- (e) in the case of JV submissions, two or more JV entities have common directors / shareholders or common entities tendering for the same works.
- (f) at the time of closing of tenders, the Tenderer is not registered on the **National Treasury Central Supplier Database (CSD)** as a service provider. In the case of a Joint Venture, this requirement will apply individually to each party in the Joint Venture.

SCM Policy (CI.14(4)) requires suppliers/ service providers/ contractors to be registered on the **eThekwini Municipality Central Supplier Database**.

In the event of the Tenderer not being registered on the eThekwini Municipality's Central Supplier Database, the tenderer must register on the internet at www.durban.gov.za by following these links:

- Business
- Supply Chain Management (SCM)
- Accredited Supplier and Contractor's Database.

The following are to be noted regarding registration on the **eThekwini Municipality Central Supplier Database**:

- (a) The information for registration as in the possession of the eThekwini Municipality will apply.
- (b) It is the Tenderer's responsibility to ensure that the details as submitted to the Municipality are correct.
- (c) Tenderers are to register prior to the submission of tenders.

F.2.2.2 The cost of the tender documents:

“Documents are to be obtained, free of charge, in electronic format, from the **National Treasury’s eTenders website** or the **eThekwini Municipality’s Website**. The entire electronically downloaded document should be printed on white A4 paper (single-sided) and suitably bound by the Tenderer.

F.2.6 Acknowledge addenda:

“Addenda will be published on the **eThekwini Municipality website** as stated in Clause F.1.2. Tenderers are to ensure that this website is consulted for any published addenda pertaining to this tender up to three days before the tender closing time as stated in the Tender Data.”

“Acknowledgement of receipt of the addenda will be by the return of the relevant completed, dated, and signed portion of the addenda, to the physical or email address as specified on the addenda. Failure of the Tenderer to comply with the requirements of the addenda will result in the tender submission being made non-responsive.”

F.2.7 Clarification meeting:

N/A

F.2.12 Alternative tender offers:

No alternative tender offers will be considered.

F.2.13 Submitting a tender offer:

The signed Tender Offer (“hard copy”) is to be sealed in an envelope, addressed to the City Manager, marked with the **identification details** and be delivered to the **delivery address**, both as stated below.

Tender Offers are to be delivered, in “hard copy” format, to **delivery address**:

[the Tender Box in the foyer of the Municipal Building, 166 KE Masinga Road, Durban](#)

Identification details to be shown on the hard copy package are:

- Contract No. : **32753-1T**
- Contract Title : **Professional Support for the Implementation of the IPTN: Business and Operational Plan**

In addition to the above, Tender Offers are also to be **SUBMITTED ELECTRONICALLY** (uploaded) on the eThekwini Municipality **JDE System** (Supplier Self Service (SSS Module)). For information pertaining to the JDE System, Tenderers are referred to Section T1.1.2.

The Tender documentation, issued by the eThekwini Municipality (refer to F.1.2), is to be printed in its entirety. Printing should be done on white A4 paper, with printing on only one side of the paper. (It is suggested that the Tender documentation is not stapled, or punched for filing, prior to scanning, as this could affect the scanning process.)

After completion and signature (using **BLACK INK**), the entire Tender document is to be scanned to

a single PDF (**P**ortable **D**ocument **F**ormat) document, at a resolution of 300 DPI (dots per inch). The PDF document is to be uploaded via the (Tender specific) upload option on the JDE System (SSS Module).

- Tenderers must ensure that the hard copy and electronic submission are the same, failing which the submission will be deemed invalid.
- Tenderers are responsible for resolving all access rights and submission queries on the JDE System before the tender closing date/ time (F.2.15).

Tender Offer delivery, and the electronic submission on the JDE System, are both to be completed on or before the closing date/ time stated in the Tender Data.

The submission of Tender Offers via any means other than that stated above will not be accepted, and those that are will be deemed invalid.

Offer communicated on paper shall be submitted as an original.

The submission of Tender Offers via any means other than that stated above will not be accepted, and those that are will be deemed invalid.

F.2.15 Closing date and time:

The closing time is:

- **Date** : **Friday, 17 April 2026**
- **Time** : **11h00**

The **delivery of the hard copy AND** the completion of the requirements on the **JDE System (SSS Module)** must be completed prior to the Tender **closing date and time** as stated above. Any Tender Offer submitted thereafter will not be considered.

F.2.16 Tender offer validity:

The Tender Offer validity period is **120 Days** from the closing date for submission of tenders.

F.2.23 Certificates:

Refer to **T2.1: “List of Returnable Documents”** for a listing of certificates that must be provided with the tender. All certificates must be valid at the time of tender closing.

Tenderers are to include at the back of their tender submission a printout of the required documents/ certificates.

Compensation Commissioner

Reference is to be made to **Returnable Document T2.2.13: “Registration with Compensation Commissioner”**.

If required to be registered in terms of the Occupational Injuries and Diseases Act (130 of 1993 as amended), the Tenderer is to supply proof of being registered and in good standing with the compensation fund by submitting a valid **Letter of Good Standing** from the Compensation Commissioner.

Should the Tenderer's **Letter of Good Standing** be expired at time of tender closing, but an application for renewal has been made, the Tenderer is to include the expired **Letter of Good Standing AND** proof of application for renewal.

Separate **Letters of Good Standing** are required for each party to a Joint Venture.

Central Supplier Database (CSD)

Reference is to be made to **Returnable Document T2.2.14: “CSD Registration Report”**.

The entities, full, **CSD Registration Report**, obtained from the National Treasury Central Supplier Database (CSD), is to be included in the tender submission (<https://secure.csd.gov.za>).

The date of the report, as indicated at the top right of each page, should be on or after the date of advertising of this tender.

Separate **CSD Registration Reports** are required for each party to a Joint Venture.

CIDB Registration (if applicable)

Reference is to be made to **Returnable Document T2.2.15: “Verification of CIDB Registration and Status”**.

Tenderers are to include with their submission a printout of their **CIDB Registration**, obtained from the CIDB website (<https://portal.cidb.org.za/RegisterOfContractors/>).

Separate **CIDB Registration printouts** are required for each party to a Joint Venture.

The date of obtaining the CIDB printout(s) is to be indicated on the printout, and the Tenderer's registration with the CIDB must be reflected as “Active” as at the date of tender closing.

The **Joint Venture Grading Designation Calculator** printout should be included when making a submission as a Joint Venture:

(<https://registers.cidb.org.za/PublicContractors/JVGradingDesignationCalc>)

F.3: THE EMPLOYER'S UNDERTAKINGS**F.3.1.1 Respond to requests from the tenderer:**

Replace the words “five working days” with “three working days”.

F.3.2 Issue addenda:

Add the following paragraph:

“Addenda will be published on the **eThekwini Municipality Website** (refer to **Clause F.1.2**).

F.3.4 Opening of Tender Submissions:

Tenders will be opened immediately after the closing time for tenders. The public reading of tenders will take place in the SCM Boardroom, 6th Floor, Engineering Unit Building, 166 KE Masinga Road, Durban.

The tender opening schedule will also be made available on the eThekwini Municipal website at URL: <https://www.durban.gov.za/pages/business/publication-of-received-bids>

F.3.8 Test for Responsiveness:

F.3.8.3 “Unless otherwise stated in the tender documentation, the following will be deemed as non-material deviations or omissions, applicable to the submission of documentation:

- non-submission of required documentation (including attachments).
- the submission of expired versions of required documentation.
- the submission of incomplete, or unsigned, returnable documentation.”

“The above is applicable to the following returnable documents:

- T2.2.1: Compulsory Enterprise Questionnaire
- T2.2.3: Contracts Awarded by Organs of State in the past 5 years
- T2.2.4: MBD 4: Declaration of Interest
- T2.2.5: MBD 5: Declaration for Procurement Above R10 Million
- T2.2.6: MBD 6.1: Preference Points Claim
- T2.2.7: MBD 8: Declaration of Bidder’s Past SCM Practices
- T2.2.8: MBD 9: Certificate of Independent Bid Determination
- T2.2.9: Joint Venture Agreements (if applicable)
- T2.2.10 Record of Addenda to Tender Documents
- T2.2.11: Declaration of Municipal Fees
- T2.2.12: CSD Registration Report
- T2.2.13: Registration with Compensation Commissioner

F.3.8.4 “Should the Employer require the rectification of the non-conforming, non-material, deviation(s) and/ or omission(s), the Tenderer will be requested to address such rectification, within a specified time period, prior to the award of the contract. Failure to provide the rectified documentation, within the specified time period, will result in the tender offer being deemed non-responsive.”

F.3.8.5 “It is highlighted that any request for the rectification of deviations or omissions cannot:

- detrimentally affect the scope, quality, or performance of the works identified in the Scope of the Work,
- significantly change the Employer's or the Tenderer's risks and responsibilities under the contract,
- affect the competitive position of other Tenderers presenting responsive tenders, if the deviation or omission was rectified.”

F.3.11 Evaluation of Tender Offers:**Eligibility**

Tenders will be checked for compliance with the ELIGIBILITY requirements, as specified in **Clause F.2.1**. Tenderers not in compliance will be deemed non-responsive.

Functionality

FUNCTIONALITY will be evaluated to determine the responsiveness of tenders received. The minimum score for FUNCTIONALITY is 70 points. Those tenders not achieving the minimum score will be deemed non-responsive.

The functionality Criteria, Sub-Criteria, Points per Criteria/ Sub-Criteria, Returnable Documentation and Schedules, Method of Evaluation, and Prompts for Judgement are as specified in **T1.2.3: “Additional Conditions of Tender”**.

Preference Point System

The financial offer will be reduced to a comparative basis using the **Tender Assessment Schedule**.

The procedure for the evaluation of responsive tenders is **PRICE AND PREFERENCE**, in accordance with the Employer's current SCM Policy.

Price Points

The **80/20** preference points system will be applied. The Formula used to calculate the **Price Points (max. 80)** will be according to that specified in the Employer's SCM Policy.

Preference Points

Reference is also to be made to T2.2.7: "**MBD 6.1: Preference Points Claim**".

The Preference Points (either 20 or 10) will be derived from points claimed for **Specific Goals** as indicated in the table(s) below, according to the specified **Goal/ Category Weightings**.

- **Ownership Goal**

Goal Weighting: 50%

The tendering entity's **Percentage Ownership**, in terms of the **Ownership Category(s)** listed below, is to be used in the determination of the tenderer's claim for **Preference Points**.

Ownership Categories	Criteria	80/20
Race: Black	Equals 0% to 49%	0
	Greater than 49% and 60%	4
	Greater than 60% and less than 100%	7
	Equals 100%	10
Maximum Goal Points:		10

Proof of claim as declared on MBD 6.1 (1 or more of the following will be used in verifying the tenderer's status)

- Companies and Intellectual Property Commission registration document (CIPC)
- CSD report.
- B-BBEE Certificate of the tendering entity.
- Consolidated BBBEE Certificate if the tendering entity is a Consortium, Joint Venture, or Trust (Issued by verification agency accredited by the South African Accreditation System).
- Agreement for a Consortium, Joint Venture, or Trust.

- **RDP Goal: The promotion of South African owned enterprises**

Goal Weighting:25%

The tendering entity's **Address** (as stated on the National Treasury Central Supplier Database (CSD) or on the eThekweni Municipality Vendor Portal) is to be used in the determination of the Tenderer's claim for **Preference Points** for this Specific Goal.

Location	80/20
Not in South Africa	0
South Africa	2
Kwa Zulu Natal	3,5
eThekweni Municipality	5
Maximum Goal Points:	5

Proof of claim as declared on MBD 6.1 (1 or more of the following will be used in verifying the Tenderer's status)

- CSD report

- **RDP Goal: The promotion SMMEs owned by Black People, 51 percent black owned – Contracts > R5m**

Goal Weighting: 25%

The tendering entity's **Commitment to Sub-Contracting** (to Sub-Contractors conforming to the specified ownership demographics) the **percentage works**, as specified below, is to be used in the determination of the tenderer's claim for **Preference Points** for this Specific Goal.

Sub-Contracting Goal	80/20
Sub-contracting 0%	0
Sub-contracting $\geq 30\%$ and $< 35\%$	2
Sub-contracting 35%	4
Sub-contracting $\geq 36\%$ and $< 40\%$	5
Maximum Goal Points:	5

Weightings of the sub-contracting **Goal subcontracting** will be:

W3 = 25%

Proof of claim as declared on MBD 6.1 (1 or more of the following will be used in verifying the tenderer's status)

- Sub-contracting Plan (30 % work to be allocated)

F.3.13 Acceptance of tender offer:

In addition to the requirements of **Clause F.3.13** of the **Standard Conditions of Tender**, tender offers will only be accepted if:

- The Tenderer's municipal rates and taxes are not in arrears, or they have made arrangements to meet outstanding municipal fee obligations.
- The Tenderer's tax compliance status has been verified, or they have made arrangements to meet outstanding tax obligations.
- If applicable, the Tenderer is **registered**, and "**Active**", with the **Construction Industry Development Board** in an appropriate contractor grading designation.
- If required to be so registered, the Tenderer is **registered and is in good standing with the compensation fund or with a licensed compensation insurer**, as applicable to the requirements of The Occupational Injuries and Diseases Act.
- The Tenderer or any of its directors/ shareholders are **not listed on the Register of Tender Defaulters**, in terms of the Prevention and Combating of Corrupt Activities Act of 2004, as a person prohibited from doing business with the public sector.

- (f) The Tenderer has not:
 - i) Abused the Employer's Supply Chain Management System; or
 - ii) Failed to perform on any previous contract and has been given a written notice to this effect.

- (g) The Tenderer has completed **Returnable Document T2.2.1: "Compulsory Enterprise Questionnaire"** and there are no conflicts of interest which may impact on the Tenderer's ability to perform the contract in the best interests of the Employer or potentially compromise the tender process.

- (h) The Employer is reasonably satisfied that the Tenderer has in terms of the Construction Regulations (2014), issued in terms of the Occupational Health and Safety Act (1993), the **necessary competencies and resources to carry out the work safely.**

The Municipality does not bind itself to accept the lowest or any tender. It reserves the right to accept the whole or any part of a tender to place orders. Bidders shall not bind the Municipality to any minimum quantity per order. The successful Tenderer(s) shall be bound to provide any quantities stipulated in the specification.

The municipality has a firm intention to proceed with the work, subject to funding being identified. Notwithstanding clause F.1.1.3 of the Standard Conditions of Tender, the municipality reserves the right to award or not award the tender based on the municipalities available budget.

F.3.15 Complete adjudicator's contract:

Refer to the **Conditions of Contract** and the **Contract Data**.

F.3.17 Copies of contract:

The number of paper copies of the signed contract to be provided by the Employer is **ONE (1)**. Tenderers are referred to the requirements as stated in Clause F.2.13 of the Tender Data.

T1.2.3 ADDITIONAL CONDITIONS OF TENDER

T1.2.3.1 In terms of Section 49 of the eThekweni SCM Policy any person aggrieved by the decisions taken in the implementation of the SCM System may lodge within 14 days of notification, a written objection against the decision of the following:

The City Manager

Attention: Ms S Pillay (E-Mail: Simone.Pillay@durban.gov.za)

P O Box 1394

DURBAN

4001

Please be advised that any objection to this decision will only be processed upon receipt of a non-refundable administration fee of R1814, 00 including VAT as stipulated in the municipality's SCM Policy approved on 29/08/2024 as well as the municipal budget for the financial year 2025/26. An objection will only be considered upon receipt of proof of payment of this fee. This amount must be paid into the following bank account as a real-time payment:

EThekweni Metropolitan Municipality

First National Bank (FNB)

Account Number: 631-6574-6331

Reference Number: **Enter contract number**

T1.2.3.2 Prohibition on awards to persons in the service of the state

Clause 44 of the Supply Chain Management Regulations states that the Municipality or Municipal Entity may not make any award to a person:

- (a) Who is in the service of the State;
- (b) If that person is not a natural person, of which a director, manager, principal shareholder or stakeholder is a person in the service of the state; or
- (c) Who is an advisor or consultant contracted with the municipality or a municipal entity.

Should a contract be awarded, and it is subsequently established that Clause 44 has been breached, the Employer shall have the right to terminate the contract with immediate effect.

T1.2.3.3 Code of Conduct and Local Labour

The Tenderers shall make themselves familiar with the requirements of the following policies that are available on web address: <ftp://ftp.durban.gov.za/cesu/StdContractDocs/>:

- Code of Conduct;
- The Use of CLOs and Local Labour.

T1.2.3.4 Functionality Specification

Functionality Evaluation

- **The minimum number of evaluation points for Functionality is 70**
- **The Functionality criteria and maximum score in respect of each of the criteria are as follows:**

Functionality criteria	Sub criteria	Points	Evaluation Schedule(s)
Experience of Tenderer	Experience of similar type projects	30	T2.2.13
Experience of Key Resources to execute work of similar nature	Project Manager	10	T2.2.16
	Public Transport Planner	5	T2.2.16
	Legal Advisor	10	T2.2.16
	Financial Modeller	10	T2.2.16
	Institutional Specialist	5	T2.2.16
	Stakeholder/Negotiation Lead	10	T2.2.16
		50	
Methodology	Detailed methodology and Programme which shall demonstrate the Service Providers understanding of the work and the method of undertaking the scope of work.	20	T2.2.17
Maximum possible score for Functionality (M_s)		100	

- Each evaluation criteria will be assessed in terms of five indicators – no response, poor, satisfactory, good and very good. Scores of 0, 40, 70, 90 or 100 will be allocated to no response, poor, satisfactory, good and very good, respectively;
- The prompts for judgment and the associated scores used in the evaluation of Functionality shall be as follows:

Level	Score	Prompt for judgement
0	0	Failed to address the question / issue
1	40	Less than acceptable – response / answer / solution lacks convincing evidence of skill / experience sought or medium risk that relevant skills will not be available.
2	70	Acceptable response / answer / solution to the particular aspect of the requirements and evidence given of skill / experience sought
3	90	Above acceptable – response / answer / solution demonstrating real understanding of requirements and evidence of ability to meet it.
4	100	Excellent – response / answer / solution gives real confidence that the tenderer will add real value.

Level	pts	Criterion: Tenderer's Experience
Level 0	0	No Submission or Submission of no substance / irrelevant information provided
Level 1	40	To have successfully completed at least 1 to 2 <u>projects</u> of a similar nature within the past 15 years.
Level 2	70	To have successfully completed 3 to 4 <u>projects</u> of a similar nature within the past 15 years.
Level 3	90	To have successfully completed 5 to 6 <u>projects</u> of a similar nature within the past 15 years.
Level 4	100	To have successfully completed 7+ <u>projects</u> of a similar nature within the past 15 years.

Experience of Key Resources in executing work of similar nature								
Job Title	Minimum Qualification Required	Professional Registration Required	Number of Years' Relevant Experience on projects of a similar nature					Total Points (50%)
			Level 0 0 pts	Level 1 40 pts	Level 2 70 pts	Level 3 90 pts	Level 4 100 pts	
Project Manager	Postgraduate in Project Management / Engineering / Transport. Lead in IPTN or public transport projects; PMP/PRINCE2 preferred	No	No Submission	< 5	> 5 ≤ 12	> 12 ≤ 15	> 15	10
Public Transport Planner	Degree in Transport Planning / Civil Engineering. Public transport integrated networks modelling and operational planning	No	No Submission	< 5	> 5 ≤ 12	> 12 ≤ 15	> 15	5
Legal Advisor	LLB with admission to practice. public sector transport contracting and NLTA compliance	No	No Submission	< 5	> 5 ≤ 12	> 12 ≤ 15	> 15	10
Financial Modeller	finance/economics Qualification transport cost modelling, revenue and tariff frameworks	No	No Submission	< 5	> 5 ≤ 12	> 12 ≤ 15	> 15	10
Institutional Specialist	Degree in Public Administration or Organisational Development. public transport reform and VOC structuring	No	No Submission	< 5	> 5 ≤ 12	> 12 ≤ 15	> 15	5
Stakeholder/ Negotiation Lead	Relevant Degree with Mediation/Facilitation Training. Taxi industry and negotiation processes	No	No Submission	< 5	> 5 ≤ 12	> 12 ≤ 15	> 15	10

Level	Pts	Criterion: Approach / Methodology
0	0	No response/ no documents submitted
1	40	The technical approach and / or methodology is poor / is unlikely to satisfy project objectives or requirements. The tenderer has misunderstood certain aspects of the scope of work and does not deal with the critical aspects of the project. The programme is poor and has missed critical aspects.
2	70	The approach is tailored to address the specific project objectives and methodology. The approach does adequately deal with the critical characteristics of the project. The project plan and manner in which risk is to be managed etc is tailored to the key aspects of the programme. The programme is adequate.
3	90	The approach is tailored to address the specific project objectives and methodology and is sufficiently flexible to accommodate changes that may occur during execution. The project plan and approach to managing risk etc is tailored to the critical characteristics of the project. The programme is good and has allowed for all critical aspects
4	100	Besides meeting the "good" rating, the important issues are approached in an innovative and efficient way, indicating that the tenderer has outstanding knowledge of state-of-the- art approaches. The programme is well thought out and makes allowance for all the key risk areas. The approach paper details ways to improve the project outcomes and the quality of the outputs

PART T2: RETURNABLE DOCUMENTS

T2.1 LIST OF RETURNABLE DOCUMENTS

T2.1.1 General

The Tender Submission Documentation must be submitted in its entirety. All forms must be properly completed and signed as required.

The Tenderer is required to complete and sign each and every Schedule and Form listed below to the best of their ability as the evaluation of tenders and the eventual contract will be based on the information provided by the Tenderer. Failure of a Tenderer to complete the Schedules and Forms to the satisfaction of the Employer will inevitably prejudice the tender and may lead to rejection on the grounds that the tender is non-responsive.

T2.1.2 Returnable Schedules, Forms and Certificates

Entity Specific

T2.2.1	Compulsory Enterprise Questionnaire	22
T2.2.2	Certificate of Attendance at Clarification Meeting/ Site Inspection	23
T2.2.3	Contracts Awarded by Organs of State in the past 5 years	24
T2.2.5	MBD 4: Declaration of Interest.....	25
T2.2.5	MBD 5: Declaration for Procurement Above R10 Million (if applicable).....	27
T2.2.6	MBD 6.1: Preference Points Claim Form ITO the Preferential Regulations.....	28
T2.2.7	MBD 8: Declaration of Bidder's Past SCM Practices	30
T2.2.8	MBD 9: Certificate of Independent Bid Determination	32
T2.2.9	Joint Venture Agreements (if applicable)	35
T2.2.10	Record of Addenda to Tender Documents (if applicable)	36
T2.2.11	Declaration of Municipal Fees	37
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Technical or Functionality Evaluation

T2.2.13	Experience of Tenderer	39
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T2.2.15	Key Personnel	41
T2.2.16	Experience of Key Personnel	42
T2.2.17	Approach, Methodology, and Quality Control	44

T2.2 RETURNABLE SCHEDULES, FORMS, AND CERTIFICATES

The returnable schedules, forms, and certificates, as listed in T2.1.2, can be found on pages [22](#) to [44](#).

NOTE

The following forms in the **Contract Part** of the Documentation are also required to be completed by the Tenderer:

- C1.1.1: **Form of Offer,**
- C1.2.2.2: **Data to be Provided by Contractor, and**
- C2.2: **Bill of Quantities.**

T2.2.1 COMPULSORY ENTERPRISE QUESTIONNAIRE

Ref	Description	Tenderer to Complete	
1.1	Name of enterprise		
1.2	Name of enterprise's representative		
1.3	Email address of representative		
1.4	Contact numbers of representative	Tel:	Cell:
1.5	National Treasury Central Supplier Database Registration number	MAAA	
1.6	VAT registration number, if any:		
1.7	CIDB registration number, if any:		
1.8	Department of Labour: Registration number		
1.9	Department of Labour: Letter of Good Standing Certificate number		

2.0 Particulars of sole proprietors and partners in partnerships (attach separate pages if more than 4 partners)

	Full Name	Identity No.	Personal income tax No. *
2.1			
2.2			
2.3			

3.0 Particulars of companies and close corporations

3.1	Company registration number, if applicable:	
3.2	Close corporation number, if applicable:	
3.3	Tax Reference number, if any:	
3.4	South African Revenue Service: Tax Compliance Status PIN:	

4.0 MBD 4, MBD 6, MBD 8, and MBD9 issued by National Treasury must be completed for each tender and be included as a tender requirement.

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise:

- i) authorizes the Employer to verify the Tenderer's tax clearance status from the South African Revenue Services that it is in order.
- ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004.
- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption.
- iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the Tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest.
- v) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.2 CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING / SITE INSPECTION

Reference is to be made to Clauses F.2.1.1(a) and F.2.7 of the Tender Data.

This is to certify that:

(entity name):

.....

of (address):

.....

.....

.....

was represented by the person(s) named below at the Clarification Meeting held for all Tenderers, the details of which are stated in the Tender Data (F.2.7).

I / We acknowledge that the purpose of the meeting was to acquaint myself / ourselves with the site of the works and / or matters incidental to doing the work specified in the tender documents in order for me / us to take account of everything necessary when compiling our rates and prices included in the tender.

Particulars of person(s) attending the meeting:

Name:

Name:

Signature:

Signature:

Capacity:

Capacity:.....

Attendance of the above person(s) at the meeting is confirmed by the Employer's Agent's Representative, namely:

Name:

Signature:

Date:

T2.2.4 MBD 4: DECLARATION OF INTEREST

MSCM Regulations: “in the service of the state” means to be:

- (a) a member of:
 - (i) any municipal council.
 - (ii) any provincial legislature.
 - (iii) the national Assembly or the national Council of provinces.
- (b) a member of the board of directors of any municipal enterprise.
- (c) an official of any municipality or municipal enterprise.
- (d) an employee of any national or provincial department, national or provincial public enterprise 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 enterprise.
- (f) an employee of Parliament or a provincial legislature.

“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.

- 1 No bid will be accepted from persons **in the service of the state**¹.
- 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 and/or take an oath declaring his/her interest.
- 3 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

3.1 Name of enterprise

Name of enterprise’s representative

3.2 ID Number of enterprise’s representative

3.3 Position enterprise’s representative occupies in the enterprise

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 / sole proprietors / partners in partnerships, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below. In the case of a joint venture, information in respect of each partnering enterprise must be completed and submitted.

Circle Applicable	
YES	NO

3.8 Are you presently in the service of the state?

If yes, furnish particulars:

.....

3.9 Have you been in the service of the state for the past twelve months? YES NO
 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
 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
 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
 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
 If yes, furnish particulars:

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract ? YES NO
 If yes, furnish particulars:

4 The names of all directors / trustees / shareholders / members / sole proprietors / partners in partnerships, their individual identity numbers and state employee numbers must be indicated below. In the case of a joint venture, information in respect of each partnering enterprise must be completed and submitted

Full Name	Identity No.	State Employee No.	Personal income tax No.
Use additional pages if necessary			

I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct.

NAME (Block Capitals):

Date

SIGNATURE:

**T2.2.5 MBD 5: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION
(ALL APPLICABLE TAXES INCLUDED)**

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

		Circle Applicable	
		YES	NO
1.0	Are you by law required to prepare annual financial statements for auditing?		
1.1	If YES, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.		
2.0	Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?	YES	NO
2.1	If NO, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.		
2.2	If YES, provide particulars.		
3.0	Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?	YES	NO
3.1	If YES, provide particulars.		
4.0	Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?	YES	NO
4.1	If YES, provide particulars.		

If required by 1.1 above, Tenderers are to include, at the back of their tender submission, a printout of their audited annual financial statements.

I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct, and, if required, that the requested documentation has been included in the tender submission.

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.6 MBD 6.1: PREFERENCE POINTS CLAIM (in terms of SCM Policy)**Reference is to be made to Clause F.3.11 of the Tender Data.**

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 REQUIREMENTS.

1.0 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).
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 The applicable preference point system for this tender is the 80/20 preference point system.

1.3 Preference Points for this tender shall be awarded for:

- **Price and Specific Goals:** Either 80 (price) and 20 (specific goals), in terms of 1.2 above.
- The total Preference Points, for Price and Specific Goals, is 100.

1.4 Failure on the part of the Tenderer to submit the required proof or documentation, in terms of the requirements in the Conditions of Tender for claiming specific goal preference points, will be interpreted that preference points for specific goals are not claimed.

1.5 The Municipality 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 of preferences, in any manner required by the Municipality.

2.0 DEFINITIONS

2.1 **“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.

2.2 **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts.

2.3 **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes.

2.4 **“tender for income-generating contracts”** means a written offer in the form determined by Municipality in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the Municipality and a third party that produces revenue for the Municipality, 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.

2.5 **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3.0 FORMULA FOR CALCULATION OF PREFERENCE PRICE POINTS**3.1 PROCUREMENT OF GOODS AND SERVICES**

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

<u>80 / 20 Points System</u>	OR	<u>90 / 10 Points System</u>
$P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$		$P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$

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

4.0 POINTS AWARDED FOR SPECIFIC GOALS

- 4.1 In terms of the SCM Policy, 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 goal(s) stated in **Table 1** below, as supported by proof/ documentation stated in the **Conditions of Tender**:
- 4.2 If it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of:
 - (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system, or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

TABLE 1: Specific Goals for the tender and maximum points for each goal are indicated per the table below. **Tenderers are to indicate their points claim for each of the Specific Goals in the shaded blocks.**

The Specific Goals to be allocated points in terms of this tender	Maximum Number of points ALLOCATED (80/20 system)	Number of points CLAIMED (80/20 system)
Ownership Goal: Race	10	
RDP Goal: The promotion of South African owned enterprises.	5	
RDP Goal: The promotion of SMMEs owned by Black People.	5	
Total CLAIMED Points (20 Maximum)		

I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, certify that the points claimed, based on the specific goals as specified in the tender, qualifies the tendering entity for the preference(s) shown.

I acknowledge that:

- 1) The information furnished is true and correct.
- 2) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- 3) 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.
- 4) If the specific goals have been claimed or obtained on a fraudulent basis, or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have:
 - (a) disqualify the person from the tendering process.
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct.
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation.
 - (d) recommend that the Tenderer or Contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

NAME (Block Capitals): _____

Date _____

SIGNATURE: _____

T2.2.7 MBD 8: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1.0 This Municipal Bidding Document must form part of all bids invited.
- 2.0 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.
- 3.0 The bid of any bidder may be rejected if that bidder, or any of its directors have:
 - a) abused the 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) wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years.
 - 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).
- 4.0 In order to give effect to the above, the following questions must be completed and submitted with the bid.

4.1 Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?

(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer / Authority of the institution that imposed the restriction after the audi alteram partem rule was applied.)

The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.

Circle Applicable	
YES	NO

4.1.1 If YES, provide particulars.

.....

.....

4.2 Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?

The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.

YES	NO
-----	----

4.2.1 If YES, provide particulars.

.....

.....

4.3 Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?

YES	NO
-----	----

4.3.1 If YES, provide 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	NO
-----	----

4.4.1 If YES, provide particulars.

.....

.....

4.5 Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?

YES	NO
-----	----

4.5.1 If YES, provide particulars.

.....

.....

I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both 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.

NAME (Block Capitals):

Date

.....

SIGNATURE:

.....

T2.2.8 MBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION**NOTES**

- ¹ Includes price quotations, advertised competitive bids, limited bids and proposals.
- ² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.
- ³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

- 1.0 This Municipal Bidding Document (MBD) must form part of all **bids**¹ invited.
- 2.0 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or **bid rigging**).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3.0 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.
- 4.0 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of **bid rigging**.
- 5.0 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid.

CERTIFICATE OF INDEPENDENT BID DETERMINATION (2 pages)

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:

(Name of Bidder)

that:

1. I have read and I understand the contents of this Certificate.
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect.
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation.
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience.
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement, or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices.
 - (b) geographical area where product or service will be rendered (market allocation).
 - (c) methods, factors or formulas used to calculate prices.
 - (d) the intention or decision to submit or not to submit, a bid.
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid.
 - (f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements, or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

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

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.

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.9 JOINT VENTURES AGREEMENTS

If this tender submission is to be made by an established Joint Venture, the Joint Venture Agreements and Power of Attorney Agreements are to be attached here.

Should the Joint Venture, at the time of submission, not yet be formalised, this form is to be completed in full and signed by all parties to the proposed Joint Venture.

The Lead Partner of the Joint Venture is to sign the **Form of Offer** in Section **C1.1.1**.

INTENT TO FORM A JOINT VENTURE

Should our submission for CONTRACT: [32753-1T](#) be successful, a Joint Venture will be established by the parties as listed below, as an unincorporated association, with the purposes of securing and executing the Contract, for the benefit of the Members.

Proposed Joint Venture

Joint Venture Title (name):

Represented by (name): Tel:

Lead Partner/ Member 1

Entity Name:

Ownership Interest in JV %: CSD Registration:

CIDB #:

Represented by (name): _____ Signature: _____

Partner/ Member 2

Entity Name:

Ownership Interest in JV %: CSD Registration:

CIDB #:

Represented by (name): _____ Signature: _____

Partner/ Member 3

Entity Name:

Ownership Interest in JV %: CSD Registration:

CIDB #:

Represented by (name): _____ Signature: _____

Note: All requirements for Joint Ventures, as stated elsewhere in this procurement document, must be complied with in full.

T2.2.10 RECORD OF ADDENDA TO TENDER DOCUMENTS

I / We confirm that the following communications received from the Employer or his representative before the date of submission of this tender offer, amending the tender documents, have been taken into account in this tender offer.

ADD. No	DATE	TITLE OR DETAILS
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct.

It is also confirmed that the requirements, as stated on the Addenda, have been complied with.

NAME (Block Capitals): _____

Date

SIGNATURE: _____

T2.2.11 DECLARATION OF MUNICIPAL FEES

Reference is to be made to **Clauses F.2.23 and F.3.13(a)** of the Tender Data.

I, the undersigned, do hereby declare that the Municipal fees of:

.....
 (full name of Company / Close Corporation / partnership / sole proprietary/Joint Venture)

(hereinafter referred to as the TENDERER) are, as at the date hereunder, fully paid or an Acknowledgement of Debt has been concluded with the Municipality to pay the said charges in instalments.

The following account details relate to property of the said TENDERER:

<u>Account</u>	<u>Account Number: to be completed by Tenderer</u>											
Consolidated Account												
Electricity												
Water												
Rates												
JSB Levies												
Other												

- If applicable, a copy of a recent (within the past 3 months) Metro Bill is to be provided.

I acknowledge that should the aforesaid Municipal charges fall into arrears, the Municipality may take such remedial action as is required, including termination of any contract, and any payments due to the Contractor by the Municipality shall be first set off against such arrears.

- Where the Tenderer's place of business or business interests are outside the jurisdiction of eThekweni municipality, a copy of the accounts/ agreements from the relevant municipality are to be provided.
- Where the Tenderer's Municipal Accounts are part of their lease agreement, then a copy of the agreement, or an official letter to that effect, is to be provided.
- Where a Tenderer's place of business or business interests are carried out from premises as part of any other agreement, then a copy of the agreement, or an official letter to that effect, is to be provided.

Tenderers are to include, at the back of their tender submission, copies of the above-mentioned account's, agreements signed with the municipality, lease agreements, or official letters.

*I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct, **and that the requested documentation has been included in the tender submission.***

NAME (Block Capitals): _____

Date

SIGNATURE: _____

T2.2.12 CSD REGISTRATION REPORT

Reference is to be made to **Clauses F.2.1.1(b) and F.2.23** of the Tender Data.

The Conditions of Tender, Clause F.2.1: Eligibility, requires a Tenderer to be registered, at the time of tender closing, on the **National Treasury Central Supplier Database (CSD)** as a service provider.

CSD Registration Reports can be obtained from the National Treasury’s CSD website at <https://secure.csd.gov.za/Account/Login>.

The date of obtaining the printout is to be indicated on the printout.

The following is an example of the beginning of the printout obtained from the above website.

The screenshot displays the 'CENTRAL SUPPLIER DATABASE FOR GOVERNMENT' logo on the left. To the right are two input fields: 'Report Date:' and 'Report Ran By:'. Below this is a green banner with the text 'CSD REGISTRATION REPORT'. Underneath is a table titled 'SUPPLIER IDENTIFICATION' with the following fields:

Supplier number		Have Bank Account	
Is supplier active?		Total annual turnover	
Supplier type		Financial year start date	
Supplier sub-type		Registration date	
Legal name		Created by	
Trading name		Created date	
Identification type		Edit by	
Government breakdown		Edit date	
Business status		Restricted Supplier	
Country of origin		Restriction Last Verification Date	
South African company/CC registration number			

Tenderers are to include, at the back of their tender submission, a printout of their (full) CSD Registration Report.

*I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct, **and that the requested documentation has been included in the tender submission.***

NAME (Block Capitals): _____

Date

SIGNATURE: _____

T2.2.13 EXPERIENCE OF TENDERER

Refer to T1.2.3.4: “Functionality Specification” for Functionality Points evaluation prompts (if applicable).

The experience of the tendering entity or joint venture partners in the case of an unincorporated joint venture or consortium, as opposed to the key staff members/experts, **in projects of a similar type over the last fifteen years (15) will be evaluated.**

Acceptable Response: To have successfully completed (i.e., on time and to specification) projects of a similar value and being similar or more complex in nature in relation to the Scope of Works, over the past fifteen (15) years.

Tenderers should very briefly describe their experience in this regard and attach it to this schedule. Proof of participation / case studies and contact details of clients of the relevant projects must also be provided

Note: Tenderers must submit certificates of completion / signed letters from the respective Client/s confirming completion of the said project. Failure to submit this information will result in the project not being considered as part of the evaluation.

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

Employer, contact person and telephone number, where available	Description of event	Detail of work undertaken, nature of work & value	Date undertaken
--	----------------------	---	-----------------

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

Level	pts	Criterion: Tenderer’s Experience
Level 0	0	No Submission or Submission of no substance / irrelevant information provided
Level 1	40	To have successfully completed at least 1 to 3 <u>projects</u> of a similar nature within the past 15 years.
Level 2	70	To have successfully completed 3 to 4 <u>projects</u> of a similar nature within the past 15 years.
Level 3	90	To have successfully completed 5 to 6 <u>projects</u> of a similar nature within the past 15 years.
Level 4	100	To have successfully completed 7+ <u>projects</u> of a similar nature within the past 15 years.

*I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct, **and that the requested documentation has been included in the tender submission.***

NAME (Block Capitals): _____

Date

SIGNATURE: _____

T2.2.14 PROPOSED ORGANISATION and STAFFING (N/A)

Refer to T1.2.3.4: “Functionality Specification” for Functionality Points evaluation prompts (if applicable).

The tenderer should propose the structure and composition of their team i.e. the main operational areas involved, the key staff member / expert responsible for each area, and the proposed technical and support staff. The roles and responsibilities of each key staff member / expert should be set out as brief job descriptions. In the case of an association / joint venture / consortium, it should, indicate how the duties and responsibilities are to be shared. The tenderer must also indicate where key personnel are based.

The tenderer must attach their Proposed Organisation and Staffing to this page.

The scoring of the proposed organisation and staffing will be as follows:

Level	Points	Criterion: Proposed Organogram and staffing
0	0	No Submission or Submission of no substance / irrelevant information provided
1	40	The organisation chart is sketchy, the staffing plan is weak in important areas. There is no clarity in allocation of tasks and responsibilities. Very few of the key staff are locally based
2	70	The organisational chart is complete and detailed, the technical level and composition of the staffing arrangements are adequate. Some of the key staff are locally based
3	90	Besides meeting the “satisfactory” rating, staff are well balanced i.e. they show good co-ordination, complimentary skills, clear and defined duties and responsibilities, some members of the project team have worked together before on limited occasions. Key staff are generally locally based
4	100	Besides meeting the “good” rating, the proposed team is well integrated and several members have worked together extensively in the past. Key staff are almost entirely locally based

*I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct, **and that the requested documentation has been included in the tender submission.***

NAME (Block Capitals): _____

Date

SIGNATURE: _____

T2.2.15 PERSONNEL SCHEDULE

Refer to T1.2.3.4: "Functionality Specification" for Functionality Points evaluation prompts (if applicable).

The tenderer must attach their proposed Personnel Schedule to this page using the following headings:

- Name
- Title
- Job Description
- Qualifications/ Years of Experience

*I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct, **and that the requested documentation has been included in the tender submission.***

NAME (Block Capitals):

Date

SIGNATURE:

T2.2.16 EXPERIENCE OF KEY PERSONNEL

Refer to T1.2.3.4: "Functionality Specification" for Functionality Points evaluation prompts (if applicable).

The experience of assigned staff member in relation to the scope of work will be evaluated from three different points of view:

- 1) General experience, level of education and training and positions held of each operational area team leader.
- 2) The skills and experience of the assigned staff in the specific operational areas. Linked to the scope of work.
- 3) The key staff members' / experts' knowledge of issues which the tenderer considers pertinent to events e.g. local conditions, legislation, techniques etc.

CVs of the team director, and team leaders of **not more than 2 pages each** should be attached to this schedule: (define which CV's are required). Each CV should be structured under the following headings:

Personal particulars	Qualifications	Skills	Name of current employer and position in enterprise	Outline of recent assignments / experience that has a bearing on the scope of work
----------------------	----------------	--------	---	--

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

Experience of Key Resources in executing work of similar nature								
Job Title	Minimum Qualification Required	Professional Registration Required	Number of Years' Relevant Experience on projects of a similar nature					
			Level 0 0 pts	Level 1 40 pts	Level 2 70 pts	Level 3 90 pts	Level 4 100 pts	Total Points (50)
Project Manager	Postgraduate in Project Management / Engineering / Transport. Lead in IPTN or public transport projects; PMP/PRINCE2 preferred	No	No Submission	< 5	< 5	> 5 ≤ 12	> 12 ≤ 15	10
Public Transport Planner	Degree in Transport Planning / Civil Engineering. Public transport integrated networks modelling and operational planning	No	No Submission	< 5	< 5	> 5 ≤ 12	> 12 ≤ 15	5
Legal Advisor	LLB with admission to practice. public sector transport contracting and NLTA compliance	No	No Submission	< 3	< 5	> 5 ≤ 12	> 12 ≤ 15	10
Financial Modeller	finance/economic s Qualification transport cost modelling, revenue and tariff frameworks	No	No Submission	< 3	< 5	> 5 ≤ 12	> 12 ≤ 15	10
Institutional Specialist	Degree in Public Administration or Organisational Development. public transport reform and VOC structuring	No	No Submission	< 2	< 5	> 5 ≤ 12	> 12 ≤ 15	5
Stakeholder/Negotiation Lead	Relevant Degree with Mediation/Facilitation Training. Taxi industry and negotiation processes	No	No Submission	< 5	< 5	> 5 ≤ 12	> 12 ≤ 15	10

*I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct, **and that the requested documentation has been included in the tender submission.***

NAME (Block Capitals): _____

Date _____

SIGNATURE: _____

T2.2.17 APPROACH PAPER / METHODOLOGY / PROGRAMME

Refer to T1.2.3.4: "Functionality Specification" for Functionality Points evaluation prompts

Tenderers must explain their understanding of the objectives of the assignment and the Employer's stated and implied requirements, highlight the issues of importance, and explain the technical approach they would adopt to address them. The approach paper should explain the methodologies to be adopted and should also include a project plan and programme which outlines processes, procedures and associated resources, indicates how risks will be managed and identifies what contribution can be made regarding value management.

Tenderers must attach their approach papers to this page. The approach paper should not be longer than 6 pages.

The scoring of the approach paper will be as follows:

Criterion: Approach / Methodology		
Level 0	0 pts	No response/ no documents submitted.
Level 1	40 pts	The technical approach and / or methodology is poor / is unlikely to satisfy project objectives or requirements. The tenderer has misunderstood certain aspects of the scope of work and does not deal with the critical aspects of the project. The programme is poor and has missed critical aspects.
Level 2	70 pts	The approach is tailored to address the specific project objectives and methodology. The approach does adequately deal with the critical characteristics of the project. The project plan and manner in which risk is to be managed etc is tailored to the key aspects of the programme. The programme is adequate.
Level 3	90 pts	The approach is tailored to address the specific project objectives and methodology and is sufficiently flexible to accommodate changes that may occur during execution. The project plan and approach to managing risk etc is tailored to the critical characteristics of the project. The programme is good and has allowed for all critical aspects.
Level 4	100 pts	Besides meeting the "good" rating, the important issues are approached in an innovative and efficient way, indicating that the tenderer has outstanding knowledge of state-of-the- art approaches. The programme is well thought out and makes allowance for all the key risk areas. The approach paper details ways to improve the project outcomes and the quality of the outputs

*I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct, **and that the requested documentation has been included in the tender submission.***

NAME (Block Capitals): _____

Date _____

SIGNATURE: _____

PART C1 : AGREEMENTS AND CONTRACT DATA
C1.1 : FORM OF OFFER AND ACCEPTANCE
C1.1.1 : OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works:

Contract No: **32753-1T**

Contract Title: **Professional Support for the Implementation of the IPTN: Business and Operational Plan**

The Tenderer, identified in the Offer signature block below, has examined the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, and by submitting this Offer has accepted the Conditions of Tender.

By the representative of the Tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all of the obligations and liabilities of the Contractor under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

*** The offered total of the prices inclusive of Value Added Tax is:**

R..... (In words
)

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the Tender Data, whereupon the Tenderer becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

For the Tenderer:

*** Name of Tenderer** (*organisation*) :

*** Signature** (*of person authorized to sign the tender*) :

*** Name** (*of signatory in capitals*) :

Capacity (*of Signatory*) :

Address :
 :

Witness:

Signature :

Name(*in capitals*) : :

Date :

Notes:

*** Indicates what information is mandatory.**

Failure to complete the mandatory information and sign this form will invalidate the tender.

C1.1 : FORM OF OFFER AND ACCEPTANCE

C1.1.2 : FORM OF ACCEPTANCE

This Form will be completed by the Employer

By signing this part of the Form of Offer and Acceptance, the Employer identified below accepts the Tenderer's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the Conditions of Contract identified in the Contract Data. Acceptance of the Tenderer's Offer shall form an agreement between the Employer and the Tenderer upon the terms and conditions contained in this Agreement and in the Contract that is the subject of this Agreement.

The terms of the contract are contained in:

- Part C1 : Agreement and Contract Data, (which includes this Agreement)
- Part C2 : Pricing Data, including the Bill of Quantities
- Part C3 : Scope of Work
- Part C4 : Site Information

and the schedules, forms, drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C4 above.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules as well as any changes to the terms of the Offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be duly signed by the authorised representatives of both parties.

The Tenderer shall within two weeks after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data at, or just after, the date this Agreement comes into effect. Failure to fulfill any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Tenderer (now Contractor) within five days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding contract between the parties.

Signature (*person authorized to sign the acceptance*) :

Name (*of signatory in capitals*) :

Capacity (*of Signatory*) :

Name of Employer (*organisation*) :

Address :

:

Witness:

Signature : **Date** :

Name(*in capitals*) : :

C1.1 : FORM OF OFFER AND ACCEPTANCE
C1.1.3 : SCHEDULE OF DEVIATIONS

This form will be completed by THE EMPLOYER and ONLY THE SUCCESSFUL TENDERER

1. **Subject** :
- Details** :
-
2. **Subject** :
- Details** :
-
3. **Subject** :
- Details** :
-

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

FOR THE TENDERER

FOR THE EMPLOYER

.....	Signature
.....	Name (<i>in capitals</i>)
.....	Capacity
.....	Name and Address of
.....	Organisation
.....	
.....	Witness Signature
.....	Witness Name
.....	Date

C1.2 : CONTRACT DATA

C1.2.1 CONDITIONS OF CONTRACT

C1.2.1.1 GENERAL CONDITIONS OF CONTRACT

The Conditions of Contract are the Standard Professional Services Contract (Third edition: July 2009) published by the Construction Industry Development Board. (see www.cidb.co.za - copied for ease of reference in C4.2).

The Contract Data (including variations and additions) shall amplify, modify or supersede, as the case may be, the Standard Professional Services Contract, to the extent specified below, and shall take precedence and shall govern.

Each item of data given below is cross-referenced to the clause in the Standard Professional Services Contract to which it mainly applies.

C1.2.2 CONTRACT DATA

C1.2.2.1 DATA TO BE PROVIDED BY THE EMPLOYER

The Employer is the eThekweni Municipality as represented by: Head: **Public Transport**

3.4 & The authorised and designated representative of the Employer is: Ms **Babalwa Nyoka**

4.3.2 The contact details of the authorised and designated representative are:

- Telephone : **0313117751**
- e-mail : **Babalwa.nyoka@durban.gov.za**

The address for the Receipt of communications is: **Babalwa.latha@durban.gov.za**

1 The Project is : **32753-1T**
: **Professional Support for the Implementation of the IPTN: Business and Operational Plan**

1 Period of Performance : **36 Months**

1 Period of Performance : Unless terminated in terms of the Contract, or otherwise specified in the Contract Data, the Contract completion shall be when the Service Provider has completed all Deliverables in accordance with the Scope of Work.

1 Start Date : **14 days once LOA has been issued.**

3.4.1 Communications by e-mail is permitted.

3.5 The location for the performance of the Project is: **Go! Durban Office, A221 Zavala Road, Midway Mall, Durban**

3.6 The Service Provider may not release public or media statements or publish material related to the Services or Project under any circumstances.

3.9.2 The time-based fees used to determine changes to the Contract Price are as stated in the Pricing Data.

- 3.12 The penalty per Day payable is: **R500** subject to a maximum amount of **R 1000**.
- 3.15.1 The programme shall be submitted within **14 Days** of the award of the Contract.
- 3.15.2 The Service Provider shall update the programme at intervals not exceeding **four (4 weeks)**.
- 3.16 The time-based fees shall not be adjusted for inflation.
- 3.16.2 The indices are those contained in **Table A of P0141 Consumer Price Index** for “CPI for services” Published by Statistics South Africa.
- 4.3.1(d) The Service Provider is not required to assist in the obtaining of approvals, licenses and permits from the state, regional and municipal authorities having jurisdiction over the Project.
- 5.4.1 The Service Provider is required to provide Professional indemnity in an amount of: **R 2 000 000**
- 5.4.1 The Service Provider is required to provide Professional indemnity in an amount as set out in the Professional Indemnity Schedule.
1. Insurance against : **N/A**
- Cover is : **N/A**
- Period of cover : **N/A**
2. Insurance against : **N/A**
- Cover is : **N/A**
- Period of cover : **N/A**
- 5.5 The Service Provider is required to obtain the Employer’s prior approval in writing before taking any of the following actions:
- 1) **Meeting with stakeholders**
 - 2) **Making any public statements, presentations or sharing work relating to the project.**
 - 3) **Printing or publication of material.**
- 7.2 The Service Provider is required to provide personnel in accordance with the provisions of clause 7.2 and to complete the Personnel Schedule.
- 8.1 The Service Provider is to commence the performance of the Services within **14 Days** of date that the Contract becomes effective.
- 8.2.1 The Contract is concluded when: **all deliverables have been approved and signed off by Director: ETA**
- 8.4.3(c) The period of suspension under clause 8.5 is not to exceed **3 months**.
- 9.1 Copyright of documents prepared for the Project shall be vested with the **Employer (ETA)**.
- 11.1 A Service Provider may subcontract any work which he has the skill and competency to perform.

-
- 12.1 Interim settlement of disputes is to be by **Mediation**
 - 12.2/3 Final settlement is by **Arbitration**.
 - 12.2.1 In the event that the parties fail to agree on a mediator, the mediator is nominated by : **South African Association of Arbitrators**
 - 12.3.3 The adjudicator is the person appointed by:
Specify (name of an official within a body / association).

Tel Fax
 - 12.4.1 In the event that the parties fail to agree on an arbitrator, the arbitrator is nominated by: **South African Association of Arbitrators.**
 - 13.1.3 All parties in a joint venture or consortium shall carry a minimum professional indemnity insurance of the **Total of project value**
 - 13.4 Neither the Employer nor the Service Provider is liable for any loss or damage resulting from any occurrence unless a claim is formally made within **1 months** from the date of termination or completion of the Contract.
 - 13.5.1 The maximum amount of compensation payable by either Party to the other in respect of liability under the Contract is limited to **R 2 000,000**.
 - 13.5.1 The provisions of 13.5 do not apply to the Contract.
 - 13.6 The provisions of 13.6 do not apply to the Contract.
 - 15 The interest rate will be prime interest rate of the Employers bank at the time that the amount is due.

C1.2.3 ADDITIONAL CONDITIONS OF CONTRACT

The additional conditions of contract are:

C1.2.3.1 PERFORMANCE MONITORING OF SERVICE PROVIDERS

For contract awards that are greater than R10m, the Service Provider shall be subjected to "Performance Monitoring" assessments in terms of the applicable Section of the Council's current Supply Chain Management Policy.

C1.2.3.2 SUBCONTRACTING

It is a condition of the contract that the Professional Service Provider must allow for a minimum of 30% of the contract value (excluding PC Sum and Fixed Cost allowances) to be subcontracted to persons who are a minimum of 51% Black-owned. Proof of payment to the subconsultants will be required to verify that the minimum requirements have been met.

The penalty for not achieving the specified sub-contracting will be 0.5% of the contract value (excluding PC Sum items and Fixed Cost allowances) for every 1% sub-contracting not achieved.

C1.2.3.3 MILESTONE PAYMENTS

Milestone payments shall apply to this Contract. The Service Provider and Employer shall establish and agree upon milestones at the commencement of the contract. The Service Provider is required to meet these milestones on a weekly/ monthly basis (whichever is agreed upon at the time of inception).

The Service Provider shall submit progress reports at the end of the agreed period outlining the Service Provider's progress in relation to the work milestones. Should the Service provider fail to meet these milestones, the Employer is entitled to charge penalties as per the Contract Data.

C1.2.2.2 DATA TO BE PROVIDED BY THE SERVICE PROVIDER

Ref / Clause Number	Data
---------------------------	------

1 The Service
 Provider is:

.....

Address :

.....

.....

Telephone : Fax :

5.3 The authorised and designated representative of the Service Provider is:

Name :

The address for receipt of communications is:

Address :

.....

.....

Telephone : Fax :

E-Mail :

1 **The Period of Performance is : 36 months**

5.5 &
 7.1.2 The Key Persons and their jobs / functions in relation to the
 services are:

Name :

Specific Duties :

Name :

Specific Duties :

PART C2 : PRICING DATA
C2.1 : PRICING INSTRUCTIONS

- C 2.1.1 The Service Provider is required to provide all the services necessary to undertake the project requirements in accordance with the Scope of Work. This includes all things necessary and incidental to providing the Services, including appointment and payment of subcontractors.
- C 2.1.2 The sole basis for the remuneration of the Service Provider to be appointed to proceed with the project shall be:
 - C 2.1.2.1 Method of payment is based on deliverables per milestones.
- C 2.1.3 Estimated hours under Schedule 3 – Key Resources are for EVALUATION PURPOSES ONLY.

C2.2 : PRICING SCHEDULE

SCHEDULE 1: INCEPTION					
ITEM NO.	STAGE / DESCRIPTION	UNIT	QTY	RATE	AMOUNT (RAND)
1.0	Inception Report and Project Charter	No.	1		
TOTAL SCHEDULE 1 CARRIED FORWARD TO SUMMARY PAGE					

SCHEDULE 2: Ops and Business Plan					
NO.	STAGE / DESCRIPTION	UNIT	QTY	RATE	AMOUNT (RAND)
2.1	Corridor Feasibility and Readiness Assessment	No.	1		
2.2	Corridor Business and Operational Plans	No.	1		
2.3	Phase 1 Implementation Matrix	No.	1		
2.4	Public Transport Service Contracts and Specifications	No.	1		
2.5	Operator Transition and VOC Formation	No.	1		
2.6	Negotiations Preparation and Support	No.	1		
2.7	Monitoring, Reporting and Governance	No.	1		
2.8	Project Management and Oversight	No.	1		
TOTAL SCHEDULE 2 CARRIED FORWARD TO SUMMARY PAGE					

SCHEDULE 3: KEY RESOURCES					
NO	STAGE / DESCRIPTION	QTY	HOURS	RATE	AMOUNT (RAND) (Qty x Hrs x Rate)
3.1	Project Manager	36	60		
3.2	Public Transport Planner	36	60		
3.3	Legal Advisor	36	60		
3.4	Financial Modeller	36	60		
3.5	Institutional Specialist	36	60		
3.6	Stakeholder/Negotiation Lead	36	120		
TOTAL SCHEDULE 3 CARRIED FORWARD TO SUMMARY PAGE					

SECTION 4: PROJECT CLOSE OUT					
NO.	STAGE / DESCRIPTION	UNIT	QTY	RATE	AMOUNT (RAND)
4.1	Close Out Meeting	No	1		
4.2	Close Out Report	No	1		
TOTAL SCHEDULE 4 CARRIED FORWARD TO SUMMARY PAGE					

SECTION 5: DISBURSEMENTS					
NO.	STAGE / DESCRIPTION	UNIT	QTY	RATE	AMOUNT (RAND)
5.1	Travel for the duration of the project	km	5,000		
5.2	Printing (Per Page incl. A4,A3,A2,A1,A0)	No.	1,000		
5.3	Any software that might be required, including license fees	No.	2		
5.4	Overheads, charges, and profit on Item 5.3	%			
5.5	Miscellaneous/ Disbursements (Additional Studies)	Prov. Sum	1		500,000.00
TOTAL SCHEDULE 5 CARRIED FORWARD TO SUMMARY PAGE					

SUMMARY OF COSTS		
SCHEDULE	DESCRIPTION	AMOUNT
1	SCHEDULE 1: INCEPTION	R
2	SCHEDULE 2: OPS AND BUSINESS PLAN	R
3	SCHEDULE 3: KEY RESOURCES	R
4	SCHEDULE 4: PROJECT CLOSE OUT	R
1	SCHEDULE 5: DISBURSEMENTS	R
	NET TOTAL OF TENDER	R
	SUB TOTAL	R
	ADD 15% VALUE ADDED TAX (to be carried over to Form of Offer)	R
	OFFERED TOTAL OF PRICES (to be carried over to the Form of Offer)	R

Risks and Risk Mitigation

The PSP is responsible for identifying relevant risks to the project and is expected to factor these risks into the Pricing Schedule and to take steps to mitigate these risks during the course of providing the technical support. These risks may include:

- Limited information
- Lack of infrastructure data and information from the Municipality and other stakeholders.
- Insufficient stakeholder involvement.
- Protracted delays by the municipalities and other stakeholders
- Unclear information and parameters from relevant stakeholders.

NAME : (Block Capitals)

SIGNATURE : DATE:

PART C3: SCOPE OF WORK

C3: SCOPE OF WORK FOR OPERATIONS AND BUSINESS PLANS

C3.1 INTRODUCTION

C3.1.1 Background

The Integrated Public Transport Network (IPTN) branded as Go! Durban is the eThekweni Municipality's flagship public transport transformation initiative. Its primary aim is to deliver an accessible, affordable and integrated public transport system that enhances the mobility and socio-economic development of the City. At the core of the IPTN is a trunk and feeder system, where Right of Way (RoW) corridors are supported by feeder services including the formalisation of the affected public transport operators.

The City's implementation strategy considers integration and financial viability as this encompasses a broader set of corridors: C1 (Bridge City to Durban CBD), C2 (Feeder services to rail from KwaMashu to Umlazi in the South of Durban), C3 (Bridge City to Pinetown), C9 (Bridge City to uMhlanga) and the Inner-City Distribution System (ICDS)

To enable this, the eThekweni Transport Authority (ETA) must update and finalise corridor-level business and operational plans, prepare legally compliant service contracts and performance specifications, and lead complex negotiations with affected operators. These functions require specialist skills in public transport operations, legal structuring, financial modelling and institutional development.

The City's approach to integrated transport is multi-modal with the key modes being passenger rail (C2), trunk buses, quality bus services, combination of feeder and complementary services and minibus taxis envisioned to provide services in some feeder routes. These modes will form an integrated transport solution.

The service provider will be expected to embed with the City's project team and co-lead the technical and strategic activities that are critical to achieving readiness, institutional alignment and sustainability service delivery under Phase 1 of the IPTN.

C3.1.2 Purpose of the Document

The purpose of this document is to define the scope of work for the appointment of professional service providers to support the eThekweni Transport Authority (ETA) in the implementation of Phase 1 of the Integrated Public Transport Network (IPTN). Specifically, this document focuses on technical, operational, business planning, contract development and negotiation strategy support. The intent is to procure advisory services to assist the eThekweni Municipality in achieving institutional readiness, operator integration, and operationalisation of the IPTN Phase 1 corridors in compliance with national funding and policy directives.

C3.1.3 Go Durban Program Status Quo

The Go! Durban Integrated Public Transport Network (IPTN) programme is entering a critical transition phase from infrastructure development to service operationalisation. Over the past decade, the eThekweni Municipality has made significant progress in developing the infrastructure and systems required to support the integrated public transport system. To date, the City has invested approximately R9 billion in transport infrastructure, systems and related services, laying the foundation for the implementation of the network across several key corridors.

Despite this progress, the programme has faced implementation delays linked to institutional alignment, negotiations with existing public transport operators, and compliance requirements associated with the Public Transport Network Grant (PTNG). As a result, the eThekweni Transport Authority has adopted a refined corridor-based implementation strategy that prioritises the operationalisation of corridors where infrastructure readiness and demand levels support early service activation.

The programme is currently focusing on the phased implementation of the Phase 1 corridors, namely:

- C3: Bridge City – Pinetown
- C1: Bridge City – Durban CBD
- C9: Bridge City – uMhlanga
- ICDS: Inner City Distribution System

Among these, Corridor C3 (Bridge City–Pinetown) has been prioritised for early operationalisation due to the significant level of infrastructure readiness already achieved.

C.3.1.3.1 Operational Readiness Overview

The operational readiness of the Go! Durban programme is assessed across several key components required for service commencement. The following summary outlines the current status of these components with specific reference to Corridor C3.

Corridor Infrastructure (Right of Way)

Substantial progress has been made in constructing the dedicated public transport infrastructure along the C3 corridor. Approximately 24 km of the planned 27 km right-of-way infrastructure has been completed, providing the physical backbone for the initial operations of the corridor.

Stations and Passenger Facilities

Station infrastructure along the C3 corridor is largely complete. Ten of the thirteen planned stations have been fully constructed, enabling passenger boarding infrastructure to support service rollout once operations commence.

Depots and Operational Facilities

An interim depot facility has been identified at Bridge City, and the detailed design for the permanent depot has been completed. These facilities will support vehicle staging, maintenance operations and operational management of the corridor services.

Terminals and Passenger Interchanges

The temporary Bridge City terminal has been completed, providing an operational passenger interchange point for the corridor and facilitating connections between trunk and feeder services.

Intelligent Transport Systems (ITS)

The infrastructure for the Intelligent Transport Systems (ITS) and Integrated Fare Management Systems (IFMS) is approximately 90% complete. These systems will support operational monitoring, fleet management, passenger information and the eventual integration of automated fare collection.

Fleet and Bus Procurement

Fleet arrangements remain one of the key outstanding components for operational readiness. At present, confirmation of the bus fleet for corridor operations has not yet been finalised, and the procurement and ownership model of the fleet remains part of ongoing planning and negotiations with stakeholders.

Transport Management Centre (TMC)

An interim Transport Management Centre has been established and is fully operational, while the concept design for a permanent facility has been completed. The centre will support operational monitoring, service coordination and incident management once services are operational.

Industry Transition and Operator Integration

A critical outstanding component is the formal transition of the public transport industry into the Go! Durban system. Negotiations with affected operators and the establishment of Vehicle Operating Companies (VOCs) are required before service contracts can be concluded and operations initiated.

C3.2 CITY'S OBJECTIVES

The eThekweni Municipality, through the eThekweni Transport Authority, is committed to achieving functional, equitable, and sustainable public transport system that responds to the mobility needs of its residents while complying with National Transport Policy and funding requirements. In line with the Phase 1 implementation strategy of the IPTN, the City has identified the following strategic objectives:

C3.2.1 Operationalisation of Phase 1 Services

- Ensure the successful implementation of quality public transport services across the targeted corridors: C1, C2, C3, C9 and the Inner-City Distribution Service (ICDS)
- Phase service deployment based on infrastructure readiness, fleet availability, and demand thresholds to ensure early wins and effective corridor integration
- Align service roll-out timelines with capital program milestones, institutional capacity and funding cycles

C3.2.2 Operator Transformation and Inclusion

- Facilitate the structured transformation and integration of affected public transport operators, particularly for the unsubsidised public transport operators and their integration to the Public Transport Operating Grant (PTOG) services and into formal Vehicle Operating Companies (VOCs)
- Promote inclusive participation models that reflect route market shares, operational readiness and financial sustainability
- Support the establishment of governance frameworks and institutional structures that ensure transparency, equitable shareholding and compliance.

C3.2.3 Legal and Institutional Readiness

- Develop legally sound and policy aligned public transport service contracts, fare performance specifications, operating models compliant with the National Land Transport Act (NLTA) and Municipal Finance Management Act (MFMA).
- Strengthen ETA's institutional capacity to manage and enforce service contracts through defined KPIs, performance monitoring tools, and risk management plans.
- Ensure internal coordination across municipal departments to enable smooth implementation, oversight and transition.

C3.2.4 Transparent and Structured Negotiations

- Establish a negotiation framework that enables clear, fair, and well-documented engagements between the City and affected operators.
- Provide technical and procedural support to ETA to ensure that negotiations progress in a manner that meets legal standards and funding conditions.
- Create an environment of trust, clarity and accountability to reduce conflict and deadlocks during the transition process.

C3.2.5 Strategic Project Management and Capacity Building

- Enhance the City's project management capability by embedding technical support through a dedicated service provider.
- Support alignment of all workstreams from operational planning, infrastructure delivery, legal contracting, and communications with a master implementation plan.
- Provide expert inputs and oversight that strengthen ETA's ability to lead, monitor, and report on the full lifecycle of Phase 1 IPTN implementation.

C3.3 DESCRIPTION OF WORK REQUIRED AND DETAILED SCOPE

The service provider will be responsible for the following activities:

- Feasibility and readiness assessment across infrastructure, fleet, institutional capacity, and operator engagement

- Preparation and update of corridor- specific Business and Operational Plans for C1, C2, C3, C9 and ICDS.
- Development of a Phase 1 implementation Matrix that tracks readiness across multiple streams (infrastructure, contracts, fleet, negotiations)
- Design of corridor service models, including peak vehicle requirements, scheduling, route integration and fare strategy.
- Drafting of 12-year service contracts, service specifications, KPIs and performance monitoring systems.
- Development of operator transition strategy for public transport operators including shareholding models and support to support to VOC formation.
- Support to ETA in preparing and managing structured negotiations, including presentations, operator profiles, route allocations, and offer letters.
- Ongoing reporting and coordination with NDOT, internal ETA teams, and municipal governance structures.

C3.3.1 Corridor Feasibility and Readiness Assessment

- This workstream focuses on verifying the implementation viability of each priority corridor under the Revised Phase 1 IPTN. It involves assessing the interdependencies between infrastructure, fleet readiness, operational frameworks, institutional capacity, and operator mobilisation.

C3.3.1.1 Activities

- Conduct physical inspections and validation of infrastructure (stations, depots, stops, pedestrian access, universal access features, etc.).
- Assess the availability and deployment timelines for fleet (bus types, specifications, depot allocations).
- Evaluate institutional arrangements within ETA and identify capacity gaps related to contract management, monitoring, and enforcement.
- Map and engage existing public transport operations (taxi and PTOG) along the affected corridors to determine operational risks and participation levels.
- Identify dependencies and constraints affecting phasing, such as civil works timelines, utility relocations, and budget releases.

C3.3.3.1.2 Key Deliverables

- Corridor Feasibility and Readiness Report per corridor
- Risk register and recommendations for phased roll out

C3.3.2 Corridor Business and Operational Plans

Business and operational planning forms the technical foundation for the structuring of contracted services under the IPTN. These plans will directly inform contract development, negotiations, and scheduling.

C3.3.2.1 Activities

- Update demand modelling and origin-destination data based on new land use, ridership, and socioeconomic shifts.
- Define service typologies per corridor: trunk, direct, feeder, peak/off-peak variants.
- Calculate peak vehicle requirements, scheduling assumptions, depot dispatch plans.
- Estimate operating costs, revenue projections, and financial sustainability indicators.
- Map integration requirements with ICDS, Nodal Interchanges, and informal modes.
- Prepare operations manuals with route-by-route service design diagrams.

C3.3.2.2 Key Deliverables

- Corridor by corridor specific business and operational plans inclusive of financial models and operational schedules

C3.3.3 Phase 1 Implementation Matrix

- A consolidated tracking tool to align all Phase 1 workstreams and demonstrate overall programme readiness to NDOT and internal governance.

C3.3.3.1 Activities:

- Develop a unified matrix with milestones, timelines, dependencies, and status updates.
- Align matrix with IPTN Workstream leads (Infrastructure, Legal, Communications, ITS, etc.).
- Include operator engagement metrics and fleet procurement tracking.
- Update monthly with risk notes, decision requirements, and escalation flags.

C3.3.3.2 Key Deliverables

- Phase 1 Implementation Matrix and Risk Register with integrated tracking of corridor and programme-wide progress.

C3.3.4 Public Transport Service Contracts and Specifications

- Draft enforceable, funder-compliant, 12-year VOC service contracts that set clear expectations and mechanisms for monitoring, enforcement, and payment.

C3.3.4.1 Activities:

- Draft full contract suite, including Conditions of Contract, Schedule of Routes and Services, KPIs, fare policy linkages, and contract breach clauses.
- Develop fleet specifications, operating plan annexures, and annexures on fares.
- Include procedures for contract review, performance audits, and penalties.
- Align contracts to National Land Transport Act (NLTA), MFMA, Treasury guidelines, and NDOT grant conditions.

C3.3.4.2 Key Deliverables

- Draft VOC Public Transport Service Contracts and Detailed Technical Specifications.

C3.3.5 Operator Transition and VOC Formation

- This area provides a structured pathway for informal and subsidised operators to be formally consolidated into eligible Vehicle Operating Companies.

C3.3.5.1 Activities:

- Develop a legally compliant transformation roadmap for each corridor.
- Assist with the setup or strengthening of operator governance structures.
- Prepare “readiness checklists” to confirm pre-conditions for contract award.
- Provide technical advice on operational, legal, and financial structuring during VOC establishment.

C3.3.5.2 Key Deliverables

- Operator Transition and VOC Integration Strategy Report including formation status and implementation plans per corridor.

C3.3.6 Negotiations Preparation and Support

- Facilitate ETA’s negotiation process with affected operators through structured documentation, information sharing, and advisory.

C3.3.6.1 Activities:

- Develop and prepare Operator Offer Packs: route allocations, compensation scenarios, contract summaries.
- Provide negotiation facilitation materials including presentations, financial offer models, and FAQs.
- Assist in managing negotiation sessions and tracking of resolutions and commitments.
- Coordinate legal and financial due diligence on negotiated outcomes.

C3.3.6.2 Key Deliverables

- Negotiation Support Pack and Summary of Outcomes Report.

C3.3.7 Monitoring, Reporting and Governance

- Support internal and external reporting processes to ensure the City complies with NDOT grant conditions and has a real-time view of delivery progress.

C3.3.7.1 Activities:

- Submit monthly and quarterly progress reports aligned to NDOT templates.
- Support presentations to steering committees, EXCO, and Council.
- Maintain a decision log, risk register, and escalation tracker.
- Develop handover reports with lessons learned and implementation recommendations.

C3.3.7.2 Key Deliverables

- Monthly & Quarterly Progress Reports
- Final Handover and Lessons Learned Report

C3.3.8 Project Management and Oversight

- Ensure effective delivery across all workstreams through structured project management aligned with ETA's governance systems.

C3.3.8.1 Activities:

- Provide a full-time project manager to serve as the single point of coordination with ETA.
- Develop and update project plans, Gantt charts, and workstream dashboards.
- Facilitate weekly/biweekly coordination meetings with ETA workstreams.
- Maintain a central repository of project documentation, schedules, and change controls.

C3.3.8.2 Key Deliverables:

- Project Management Plan
- Workstream Status Tracker and Meeting Minutes
- Updated Project Schedule (Gantt Chart)

C3.3 ANNEXURES

1. **STANDARD CONDITIONS OF TENDER**
2. **CIDB STANDARD PROFESSIONAL SERVICES OF CONTRACT**

C3.3.1 STANDARD CONDITIONS OF TENDER – CIDB SFU (2015)

Double-Click the image below to open the Standard Conditions of Tender

Annex F
(*non-narrative*)

Standard Conditions of Tender

F.1 General

F.1.1 Actions

F.1.1.1 The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

F.1.1.2 The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict, and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

Note:

- 1) *A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of inequity that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.*
- 2) *Conflicts of interest in respect of those engaged in the procurement process include those, interest or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would or may affect any decisions taken.*

F.1.1.3 The employer shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

F.1.2 Tender Documents

The documents issued by the employer for the purpose of a tender offer are listed in the tender data.

F.1.3 Interpretation

F.1.3.1 The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

F.1.3.2 These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

F.1.3.3 For the purposes of these conditions of tender, the following definitions apply:

- a) **conflict of interest** means any situation in which:
 - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially;
 - ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or

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C3.3.2 CIDB STANDARD PROFESSIONAL SERVICES OF CONTRACT

Double-Click the image below to open the Standard Conditions of Contract



