



LIMPOPO

PROVINCIAL GOVERNMENT  
REPUBLIC OF SOUTH AFRICA

DEPARTMENT OF  
TRANSPORT AND COMMUNITY SAFETY  
CONFIDENTIAL

Mr Pratt G  
Head of Department  
Provincial Treasury  
Private Bag x 9486  
POLOKWANE  
0700

Ref: TC 5/1/2/2 – PUDP 781,782 & PUDP 783  
Enq: Bopape MM  
Tel: 015 294 8420

ATT: Supply Chain Management Office

SUBJECT: REQUEST TO RE-ADVERTISE BID IN THE PROVINCIAL TENDER BULLETIN AND ETENDER PORTAL.

Bid NO.	Description of Services	Briefing Session	Closing Date	Contact details
1 PUDP 781	Repair, Upgrade and Maintenance of Integrated Electronic Security Systems at Head Office.	Date: 24/01/2024 Venue: Boardroom 5-62 Time:10h00	12/02/2024	<u>Bidding Process</u> Bopape MM 015 294 8420  <u>Technical Aspects</u> Motlalo D
2 PUDP 782	Development of Maruleng Local Municipality Integrated Transport Plan (ITP) 2024-2029.	Date: 25/01/2024 Venue: Boardroom 5-62 Time:10h00	12/02/2024	<u>Bidding Process</u> Bopape MM 015 294 8420  <u>Technical Aspects</u> Mukhavhuli R 015 294 8371
3 PUDP 783	Review of Freight Transport Implementation Strategy for Limpopo Province.	Date: 25/01/2023 Venue: Boardroom 5-62 Time:12h00	12/02/2024	<u>Bidding Process</u> Bopape MM 015 294 8420  <u>Technical Aspects</u> Mr Ngobeni M 015 295 1076

Warmest regards,

  
Mr Matjena MS

HoD: Transport and Community Safety

Date: 17/01/2024

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## **TERMS OF REFERENCE (TOR) FOR THE DEVELOPMENT OF**

### **MARULENG LOCAL MUNICIPALITY INTEGRATED**

#### **TRANSPORT PLAN (ITP) 2024 - 2029**

##### **1. INTRODUCTION**

Maruleng Local Municipality is one of the municipalities which is bordered by the Kruger National Park and is within some of Limpopo prime tourist attractions. An existing airport i.e Hoedspruit Airforce Base, also plays a significant role in increasing tourist traffic. Maruleng Local Municipality has no dedicated staff that can assume the responsibility for the development of their ITP. Therefore, a comprehensive Integrated Transport Plan (ITP) needs to be developed so that the transport aspects are adequately and timeously addressed. This is in terms of Technical Transport Planning Guidelines for Local Integrated Transport Plans (LITPs) to be prepared by Type 3 Planning Authorities 2009. The developed five-year ITP must be updated annually and in line with the Municipality Integrated Development Plan (IDP). ITPs are components of IDPs. An IDP cannot be complete if there is no chapter that covers transport related issues.

Although the ITP is required, there is a need for an urgent parallel process to be followed to have a Public Transport Plan that would identify the network and public transport services designs in Maruleng Local Municipality. The Transport Register (TR), Operating License Strategy (OLS), Rationalization Plan (RatPlan) and Public Transport Plan (PTP) need to be completed within the first nine (9) months of the appointment of the successful bidder. In light of these developments the Limpopo

Department of Transport and Community Safety is calling for a proposal to develop an ITP for Maruleng Local Municipality and to fast track the development of the TR, OLS, RatPlan and Public Transport Plan.

## **2. SCOPE OF WORK**

The development of the Maruleng Local Municipality Integrated Transport Plan should be guided by the prescripts of the following documents, amongst others:-

- White Paper on National Transport Policy 1996
- National Land Transport Act No 5 of 2009
- Government Gazette: Regulation No.30506 dated 30 November 2007- National Land Transport Regulations on Publications of Transport Plans.
- Managerial Transport Planning Guidelines 2009
- Technical Transport Planning Guidelines for Local Integrated Transport Plans (LITPs) to be prepared by Type 3 Planning Authorities 2009
- Pro-forma Local Integrated Transport Plan (Fictitious Local Municipalities) 2009
- Northern Province Interim Passenger Transport Act, No 4 of 1999
- Provincial Land Transport Framework 2012
- Public Transport Strategy and Action Plan 2007
- National Transport Master Plan (NATMAP) 2050
- National Freight Transport Strategy 2005
- Limpopo Freight Transport Strategy 2012
- National Small Vessels Regulation of 2007
- National Land Transport Spatial Framework (NLTSF)
- Limpopo in Motion 2003
- Limpopo Freight Databank 2011
- Integrated Public Transport Networks in the Limpopo Province 2010
- Limpopo Employment Growth and Development Strategy

- Limpopo Province Rural Transport Strategy 2011
- Limpopo Development Plan (LDP)
- Maruleng Local Municipality IDP
- Maruleng Local Municipality LED strategy
- Maruleng Local Municipality Spatial Development Framework
- Mopani District Integrated Transport Plan 2015
- Minimum Requirements for the Preparation of Integrated Transport Plans as in Government Notice No. 881 issued on the 29<sup>th</sup> July 2016

Without deviating from the legislative guidelines, requirements and prescripts of the above-mentioned documents, the development of the Integrated Transport Plan through consultation of all stakeholders and the community at large, should at least incorporate the following information:-

### **3. MINIMUM CONTENTS OF THE ITP**

The contents of the ITP must be in line with the Technical Transport Planning Guidelines for Local Integrated Transport Plans to be prepared by Type 3 Planning Authorities, 2009. In addition, the contents must also take account of the requirements as below:

#### **3.1. CHAPTER ONE: INTRODUCTION**

As additional to chapter 1, the introductory part should indicate the demographics of Maruleng Local Municipality in relation to Mopani District Municipality as well as population per ward.

##### **3.1.1. OBJECTIVES OF THE PLAN:**

The main objective of the study is to develop Maruleng Local Municipality ITP as well as to update the Transport Registrar (TR) relative to Maruleng Local Municipality from Mopani District Municipality ITP. The TR must detail an inventory of:

- Public transport facilities being the responsibility of Maruleng Local Municipality

- Verify the supply of public transport operators against the Operating License Administration System (OLAS) database (differentiate between legal and illegal public transport operators)
- Verify the public transport routes within the Maruleng Local Municipality
- Survey passenger numbers on the afore-mentioned routes.

As far as possible the TR should be more comprehensive and be compiled according to Regulation No. 30506 dated 30 November 2007 and attached as an annexure to the ITP.

**Operating License Strategy (OLS) should be developed in terms of National Land Transport Regulations no. 30506 dated 30 November 2007 and form an annexure to the ITP. The Service Provider is also expected to develop a detailed PTP incorporating the RatPlan.**

Freight Transport Strategy covering the transportation of goods to/from and through Maruleng by road and rail should be developed must also be attached as an annexure to the ITP. The strategy must at least identify routes for moving goods so as to promote their seamless movement and in the case of road freight transport, to avoid conflict with other road traffic. The role of freight rail transport and how it could be improved to relieve road transportation should also be considered. The Freight Transport Strategy must also include a plan for movement of hazardous substances.

## **3.2. CHAPTER TWO: TRANSPORT STATUS QUO ANALYSIS**

### **3.2.1. Municipal Road Network**

The Municipal Road Network for Maruleng Local Municipality should capture the following information:

- Route number
- Length of road

- Condition of the roads.

All the information required for the municipal road network must be captured for any National and Provincial roads running through and within the area of jurisdiction of Maruleng Local Municipality.

The current and the medium-term municipal, provincial and national budget allocations for maintenance and upgrading of roads should be ascertained. Indication should also be made of the budget needed to improve the roads surface to an acceptable level of riding quality.

The Service Provider is also expected to indicate the priority routes for upgrading and maintenance.

### **3.2.2. Public Transport Facilities**

The plan must also encompass all modes of public transport (both scheduled and unscheduled) commonly used in Maruleng Local Municipality. Taxi Operators (Associations) and Bus Companies operating in Maruleng Local Municipality, their points of departure, routes, distances and destinations should also be incorporated in the plan. The plan must also indicate the availability of ranking facilities, their sizes, standard and conditions, and state recommendations.

### **3.2.3. Non-motorized Transport**

Indicate the infrastructure and the extent to which non-motorized transport such as bicycles and animal-drawn carts are utilized in Maruleng as well as the availability of sidewalks, cycle paths and parking lots.

### **3.2.4 Freight transport**

Conduct a study and provide a report on freight operations in relation to truck stops, weighbridges and classification of commodities and so forth.

### **3.2.5. Rail transport**

Conduct a study and provide a report on rail operations to improve socio economic development in the municipality.

### **3.2.6. Aviation**

Conduct a study and provide a report on aviation to improve socio economic development in the municipality.

### **3.2.7. Municipal Parking Areas**

The plan should depict the existing parking areas provided by the municipality in Maruleng, their location, type and conditions, and make recommendations.

### **3.2.8. Utilisation of Light Delivery Vehicles (LDVs)**

Conduct analysis on the utilization of LDVs as a means of public transport and make specific recommendations.

### **3.2.9. Current contribution of the transport sector to Growth and Domestic Product (GDP)**

A further analysis needs to be undertaken to illustrate the economic impact that this sector has on the local economy. Highlighting the contribution made by the formal and informal industries would be critical.

## **3.3. CHAPTER THREE: TRANSPORT NEEDS ASSESSMENT**

Flowing out of the *Status Quo* Analysis, there should be a report preferably in a form of matrix:

- Outlining problem areas
- Outline public transport facilities requirements including upgrading, or new facilities

- Outline the non-motorized transport infrastructure requirements such as sidewalks, parking lots and cycle paths.
- Outline road network requirements e.g. resealing, upgrading to include shoulders, re-surfacing and so forth.
- Strategies to mitigate all shortcomings unveiled, and the actual need in relation to demand for improvement in the transportation industry. This assessment should be guided by the development trajectory of Maruleng.

### **3.1. Public Participation**

Consultative meetings must be held with all relevant stakeholders and the community at large and such meetings should be preceded by a presentation on the outcomes of the status quo analysis. Venues, dates, minutes and attendance registers of such meetings should be incorporated in the plan.

### **3.4. CHAPTER FOUR: TRANSPORT IMPROVEMENT PROPOSALS**

- This chapter should outline proposed objectives with clear strategic interventions to be undertaken by the municipality in improving the status of transportation modes, modern technology applicable and management systems to be put in place to sustain this.
- The proposals should also take into account the development of an Integrated Public Transport Network (IPTN) for Mopani District Municipality as Maruleng Local Municipality falls within the District.
- The Municipality must be able to have an indication as to how these proposed improvements will contribute towards job creation and revenue enhancement.



## **3.5. CHAPTER FIVE: IMPLEMENTATION BUDGET AND PROGRAMME**

### **3.5.1 Available budget**

Obtain data and information on current budget for the Maruleng Local Municipality as well as possible contributions from Mopani District Municipality, National Department of Transport, Limpopo Department of Transport and Community Safety, South African National Roads Agency Limited (SANRAL), Roads Agency Limpopo (RAL) and other conditional grants as well as other sources over the MTEF period.

### **3.5.2 Project implementation Budget and Programme**

Indicate transport projects (such as spaces for driving schools) to be executed over the period of five years. In this exercise indicate potential costs per project, the projected period of implementation and amount budgeted for each project. Prepare a possible implementation plan to coincide with the budget allocations as far as possible. Identify possible funding sources and possible appetite for investment based on private sector funding where possible.

### **3.5.3 Project plan and Transport projects**

A project plan should be drawn up for each project approved and budgeted for and incorporated in the transport plan.

### **3.5.4 Monitoring and Evaluation**

- A better mechanism of monitoring the implementation of Integrated Transport Plan should be developed as part of the services to be rendered in this instance.
- Evaluation criteria should also be developed in order to guide the municipality as to the effectiveness of its strategic interventions and/or implementation.

### **3.4. CHAPTER 6: PUBLIC TRANSPORT PLAN AND OPERATING LICENCE STRATEGY**

The process of developing the PTP will have to be fast tracked and completed within six (6) months of date of appointment. In this chapter, a brief summary of the PTP should be provided. The details should be submitted as a separate annexure to the ITP and should at least address the following:

- Development of an operational plan for public transport
- Development of a fare regime
- Recommendation of strategic and physical integration of services between modes
- Costs for the provision of the service
- Recommendations on the need for subsidy

The operating license strategy must be able to verify the supply of public transport services on public transport routes compared to the demand for such services i.e confirm whether the routes are viable/lucrative or not. The Operating license strategy must provide details in terms of numbers on specific routes where there is need for additional licenses as well as analysis of those routes where there is saturation or over supply of operating license particularly for minibus taxi services and scheduled/unscheduled bus services. The issues of passenger numbers and model used on routes or corridors must be surveyed in a way that could guide the provincial regulatory entity to award or not award an application for a new service or a new entrant in the public transport space.

## **4. DELIVERABLES**

### **4.1. DATA CAPTURING, DISSEMINATION AND STORAGE**

Shape files tables and plans should be captured electronically on a suitable Geographic Information System (GIS). Data should also be presented according to the defined district and local municipal boundaries of Limpopo Province.

The output of the project must be provided to the Limpopo Department of Transport and Community Safety and Maruleng Local Municipality on the date as specified in this document. The copyright of the adopted/approved ITP shall vest with the Maruleng Local Municipality.

### **4.2. CO-ORDINATION AND QUALITY CONTROL**

Maruleng Local Municipality in conjunction with the Project Steering Committee will be responsible to co-ordinate the process with all other spheres of government and stakeholders including Transport Forums, and the Technical Task Team.

The Project Steering Committee will also be responsible to monitor the process with the Service Provider being responsible for the quality of the final output. Regular project meetings should be held with stakeholders to obtain necessary inputs into the development process. The quality control of the project will be done by the Limpopo Department of Transport and Community Safety.

## **5. PROCUREMENT**

### **5.1. REQUIREMENTS**

#### **5.1.1. TIME FRAME**

The duration of the entire study and the compilation of a comprehensive ITP will be twelve (12) months after awarding of tender as follows:

PHASE	DURATION	DELIVERABLES
Phase 1	1 <sup>st</sup> – 9 <sup>th</sup> months	Developed detailed TR, OLS, RatPlan and PTP as annexures.
Phase 2	10 <sup>th</sup> – 12 <sup>th</sup> months	Final Report

### 5.1.2. PROJECT PROPOSAL

A detailed project proposal must be submitted as part of the tender document, by the competing bidder containing the following:

- The work procedure (methodology) to be followed in order to obtain the required results and to execute the tasks described above;
- Key milestone events or activities;
- A detailed timetable (project plan) within the time frames as mentioned above for completion of the project and any specific tasks the Service Provider proposes to undertake, lined in a time sequence and the estimated cost of each activity;
- Proposed payment amounts linked to the milestones;
- Facilities and resources that will be provided, if any; and
- Any other information in support of or to elucidate the proposal e.g. Company Profile.

### 5.1.3. SKILLS / EXPERTISE REQUIRED

The Limpopo Department of Transport and Community Safety invites service providers or consortia to bid to undertake the above project. The necessary skills / expertise required include:

- Transport planning
- Transport economics
- Transport engineering
- Research skills and capabilities

- Transport policy and strategy development
- Past experience in transport planning, policy and strategy development and implementation of projects of this nature.

The above is in addition to the general evaluation criteria.

#### **5.1.4 PRICING (all disbursements should be included)**

The price, inclusive of all disbursements (e.g meetings and presentations, printing, consultations, data collection exercises, travelling and accommodation and so forth), must be fixed and VAT inclusive. No price adjustment will be done during the contract period.

#### **5.1.5 PAYMENT TERMS**

Payments shall be in terms of the phases of the project as shall be indicated in the Project Plan that shall be submitted by the service provider. Original invoices will be required.

### **5.2. PROJECT MANAGEMENT/ CLIENT MEETINGS**

#### **5.2.1 PROJECT EXECUTION**

The following should be adhered to during the project:

- Regular reporting during the project will be required as per detailed reporting requirements below.
- Critical aspects should be discussed and agreement should be reached with the Project Steering Committee before implementation of such aspects.
- All information or reports compiled for the Project Steering Committee must be made available to the Project Steering Committee in hard copy as well as in electronic format, or as required at the time.
- Information compiled for and on behalf of the Project Steering Committee is generally regarded as the property of the Project Steering Committee and should not be distributed or provided to another party/institution/government without the consent of the Project Steering Committee.

- Any changes in the project plan, programme or team during the project must be approved by the Project Steering Committee.

### **5.2.2. REPORTING**

- The successful service provider shall provide the Department with the Project Plan within seven (7) working days after appointment.
- The service provider shall provide the Limpopo Department of Transport and Community Safety and the Local Municipality with monthly progress reports on the project.
- The successful service provider shall liaise with all relevant stakeholders for:
  - ✓ Meetings and presentations and render secretarial services.
  - ✓ Consultations on information gathering exercises.
  - ✓ Data collection exercises and so forth

### **5.2.3. FINAL PRODUCT**

- The final product, six (6) hard and six (6) electronic copies in full colour of the study will be a report conforming to the terms of reference as discussed above and prepared to the satisfaction of the Project Steering Committee and ready for submission to the Council, MEC and National Minister of Transport, for their approval.

## **6. BRIEFING SESSION**

**A compulsory briefing session will be arranged on a date and venue to be indicated in the Tender Bulletin. Failure to attend the briefing session meeting will be an automatic disqualification.**

## 7. EVALUATION CRITERIA:

7.1. Proposals received by the Department on the stipulated closing date and time, will be evaluated on the basis of functionality, administrative requirements and

Price/Preference Point System:

<b>Evaluation on Functionality (Gate 0)</b>	<b>Administrative Requirements (mandatory) (Gate 1)</b>	<b>Price and Preference Point System (Gate 2)</b>
Bidder(s) are required to achieve a minimum of 52 points out of 80 points to proceed to Gate 1.	Bidders must submit all documents as outlined in paragraph 7.3 (Table 1) below.  Only bidders that comply with all these criteria will proceed to Gate 2.	Bidder(s) will be evaluated on price and the preference points

## 7.2 Gate 0: Evaluation on Functionality

All bidders are required to respond to the functionality evaluation criteria. Bidders will be evaluated in Gate 0 for functionality as per below table:

Functionality Evaluation – Bidders will be evaluated out of 80 points and are required to achieve minimum threshold of 52 points to proceed to Gate 1 for evaluation on administrative requirements, which is mandatory.

**Evaluation Criteria for Functionality is as follows:**

<b>Item</b>	<b>Criterion</b>	<b>Weight</b>	<b>Scores</b>
1.	<b>Experience of service provider</b> (attach company profile covering relevant experience in similar project/s with reference letters by serviced clients within the corporate or government)	45	No relevant experience/similar projects = 0 1 – 2 projects = 1 3 – 5 projects = 2 6 and above = 3

2.	<b>Technical qualifications of the project leader.</b> (Any of the following: Transport Planning, Transport Economics, Transport Engineering, Research Skills and Capabilities, Transport Policy and Strategy Development or equivalent. Attach copies of qualifications).	15	No relevant qualification/qualification below diploma = 0 Diploma / Degree plus proof of registration with professional body = 1 Hons Degree plus proof of registration with professional body = 2 Masters Degree and higher plus proof of registration with professional body = 3
3.	<b>Experience of the project leader.</b> (number of projects in a Transport Planning Environment. Reference letters proving experience in similar projects to be attached).	10	No relevant experience/similar projects = 0 1 – 2 projects = 1 3 – 5 projects = 2 6 and above = 3
4.	<b>Technical qualifications of Deputy Project Leader.</b> (Any of the following: Transport Planning, Transport Economics, Transport Engineering, Research Skills and Capabilities, Transport Policy and Strategy Development or equivalent. Attach copies of qualifications).	5	No relevant qualification/qualification below diploma = 0 Diploma / Degree = 1 Hons Degree = 2 Masters Degree and higher = 3
5.	<b>Experience of the Deputy Project Leader.</b> (number of projects in a Transport Planning Environment. Reference letters proving experience in similar	5	No relevant experience/similar projects = 0 1 – 2 projects = 1 3 – 5 projects = 2 6 and above = 3



	projects to be attached).		
<b>Total</b>		<b>80</b>	
<b>Maximum possible score = 240</b>			

**The maximum points that can be scored on functionality equals to 80.**

Bidders that score less than 52 points out of 80 in respect of functionality will be regarded as non-responsive and will not be considered for further evaluation. Points scored by qualifying bidders will not be taken into consideration for price and preference point evaluation. **Only the qualifying proposals will be evaluated in Gate 1. Scores will be converted to 80 as follows:**

$$\text{Points} = A/240 \times 80$$

**Where A = Total scores out of 240 scored by the bidder**

### **7.3 Gate 1: Administrative (mandatory) requirements**

Bidder(s) must submit the documents listed in **Table 1** below. All documents must be completed and signed by the duly authorised representative of the prospective bidder(s). **Correction fluid is not allowed and any cancellation on the bid document must be initialled by the authorized signatory.** During this phase, Bidders' responses will be evaluated based on compliance with the listed administration and mandatory bid requirements. The bidder(s) proposal may be disqualified for non-submission of any of the documents.

**Table 1: Documents that must be submitted for administrative/mandatory requirements**

<b>Document that must be submitted</b>	<b>Mandatory</b>	<b>Non-submission will result in disqualification</b>
Original Bid Documents	YES	Duly completed and signed.
Company Profile	YES	Company profile indicating project leader and deputy project leader

Invitation to Bid – SBD 1, Indicating Central Supplier Database Number	YES	Complete and sign the supplied pro forma document with a fixed physical address for their business operations for in-loco inspection and proof of registration on CSD.
Pricing Schedule – SBD 3.3 (Professional Services)	YES	Complete and sign the supplied pro forma document.
Bidder's Disclosure – SBD 4	YES	Complete and sign the supplied pro forma document.
Preference Point Claim Form – SBD 6.1	NO	Complete and sign the supplied pro forma document.

NB: Bidders that do not comply with any of the stipulations as stated above shall be disqualified from the evaluation process

#### **7.4 Gate 2: Price/Preference Point System,**

Only Bidders that have complied with the requirements of Gate 1 will be evaluated in Gate 2 for price/preference point system.

The 80/20 price/preference point system will be applicable for this tender, where the 80 points shall be awarded for price and the 20 points shall be awarded for specific goals.

The preference points shall be allocated based on the specific goals below:

<b>No</b>	<b>DESIGNATED GROUP</b>	<b>POINTS</b>
<b>1</b>	<b>Enterprises owned by black people</b>	<b>3</b>
<b>2</b>	<b>Enterprises owned by youth</b>	<b>5</b>
<b>3</b>	<b>Enterprises owned by women</b>	<b>5</b>
<b>4</b>	<b>Enterprises owned by persons with disability</b>	<b>3</b>
<b>5</b>	<b>Small, Medium and Micro Enterprises (SMMEs)</b>	<b>2</b>
<b>6</b>	<b>Enterprises located in rural areas or underdeveloped areas</b>	<b>2</b>
	<b>Total</b>	<b>20</b>

## **8. NOTES TO BIDDERS**

- 8.1.** The Department reserves the right to amend, modify or withdraw these terms of reference or amend, modify or terminate any of the procedures or requirements set out herein at any time and from time to time, without prior notice except where required by law, and without liability to compensate or reimburse any prospective service providers.
- 8.2.** If the negotiations between the Department and the preferred bidder/s fail with regard to the conclusion of a Service Level Agreement, the Department reserves its right not to appoint the preferred bidder/s without incurring any liability to compensate or reimburse the preferred bidder/s.
- 8.3.** A proposal submitted by a partnership must be accompanied by a written partnership agreement.
- 8.4.** A proposal submitted by a consortium of two or more parties must be accompanied by a signed memorandum of understanding between the parties to such consortium indicating:
- a) the conditions under which the consortium will function;
  - b) Its period of duration;
  - c) The persons authorized to represent it;
  - d) The participation of the several parties forming the consortium;
  - e) The benefits that will accrue to each party;
  - f) Any other information necessary to permit full appraisal of its functioning.
- 8.5.** All costs incurred by the bidder in the preparation of the bid shall be fully absorbed by the bidder. Supporting documentation submitted with the bid will become the property of the Limpopo Department of Transport and Community Safety; unless otherwise requested by the bidder at the time of submission.
- 8.6.** The Department is not bound to accept any of the proposals submitted and reserves the right to call for best and final offers from short-listed bidders before final selection. The Department also reserves the right to call interviews with short-listed bidders before final selection, and to negotiate price.
- 8.7.** Bidders may ask for clarification on these terms of reference up to close of business five (5) working days before the deadline for the submission of bids. Any request for clarification must be submitted by email to the contact person.

- 8.8.** Bidders may not contact the Department on any matter pertaining to their bid from the time when bids are submitted to the time the contract is awarded. Any attempt by the bidder to influence bid evaluation, bid comparisons or award decisions in any manner, may result in rejection of the bid concerned.
- 8.9.** Bidders submitting two or more offers on the same bid under the same company name, should note that the highest offer will not be considered.
- 8.10.** Proper completions and signing of all prescribed parts of the bid form is a compulsory requirement. Any bid offer that does not provide all the required information completely and in a form that is required, may be regarded as non-responsive.
- 8.11.** It is a condition of this bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.
- 8.12.** The Department of Transport and Community Safety reserves the right not to award the bid to the bidder with the lowest price, to alter the terms and conditions of the bid and to cancel the bid at any time during the contract period.
- 8.13.** The tender offer validity period is 90 days after the closure of the bid.
- 8.14.** The winning bidder will enter into a Service Level Agreement with the Department for duration of the contract.
- 8.15.** The provisions of the general conditions of contract will be applicable to this bid.

## **9. ENQUIRIES**

**Enquiries in connection with this bid should be directed by e-mail to [mukhavhulir@dtcs.limpopo.gov.za](mailto:mukhavhulir@dtcs.limpopo.gov.za), or [maenetiao@dtcs.limpopo.gov.za](mailto:maenetiao@dtcs.limpopo.gov.za) or [bopapemm@dtcs.limpopo.gov.za](mailto:bopapemm@dtcs.limpopo.gov.za).**

**Approved/ Not approved**

  
**Mr Matjena MS**

**HoD: Transport and Community Safety**

**Date 10/07/2023**

## PART A INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/PUBLIC ENTITY)</b>			
BID NUMBER: 782	CLOSING DATE: 12/02/2024	CLOSING TIME: 11h00	
DESCRIPTION DEVELOPMENT OF MARULENG LOCAL MUNICIPALITY INTEGRATED TRANSPORT PLAN(ITP) 2024-2029			
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>			
BID BOX SITUATED AT THE ENTRANCE OF DEPARTMENT			
PHAMOKO TOWERS BUILDING			
39 CORNER CHURCH AND BODENSTEIN STREET			
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>		<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>	
CONTACT PERSON	Mable Bopape	CONTACT PERSON	Mr Mukhavhuli R/Maenetja MAO
TELEPHONE NUMBER	015 294 8420	TELEPHONE NUMBER	015 29
FACSIMILE NUMBER	N/A	FACSIMILE NUMBER	N/A
E-MAIL ADDRESS	bopapemm@dtcs.limpopo.gov.za	E-MAIL ADDRESS	mukhavhulir@dtcs.limpopo.gov.za maenetjao@dtcs.limpopo.gov.za
<b>SUPPLIER INFORMATION</b>			
NAME OF BIDDER			
POSTAL ADDRESS			
STREET ADDRESS			
TELEPHONE NUMBER	CODE	NUMBER	
CELLPHONE NUMBER			
FACSIMILE NUMBER	CODE	NUMBER	
E-MAIL ADDRESS			
VAT REGISTRATION NUMBER			
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:	OR	CENTRAL SUPPLIER DATABASE No: MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?  <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>			
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>			
DOES THE ENTITY HAVE A BRANCH IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>			
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>			
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>			
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW. <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>			

## PART B TERMS AND CONDITIONS FOR BIDDING

<b>1. BID SUBMISSION:</b>	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	<b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b>
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4.	<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILEING THROUGH THE SARS WEBSITE <a href="http://WWW.SARS.GOV.ZA">WWW.SARS.GOV.ZA</a> .
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6	WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7	NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

**NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.**

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

(Proof of authority must be submitted e.g. company resolution)

.....

DATE:

.....

**PRICING SCHEDULE**  
(Professional Services)

NAME OF BIDDER: .....	BID NO: PUDP 782
CLOSING TIME 11:00	CLOSING DATE: 12/02/2024

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

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
---------	-------------	--

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

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

	R.....		days
	R.....		days
	R.....		days
	R.....		days

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

DESCRIPTION OF EXPENSE TO BE INCURRED

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
	R.....		R.....
	R.....		R.....
	R.....		R.....
	R.....		R.....
TOTAL: R.....			

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

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

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
_____	.....	.....	R.....
_____	.....	.....	R.....
_____	.....	.....	R.....
_____	.....	.....	R.....
TOTAL: R.....			.....
6. Period required for commencement with project after acceptance of bid	.....		
7. Estimated man-days for completion of project	.....		
8. Are the rates quoted firm for the full period of contract?			*YES/NO
9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.	.....		
	.....		
	.....		
	.....		

\*[DELETE IF NOT APPLICABLE]

Any enquiries regarding bidding procedures may be directed to the –

(Bopape MM)  
Tel No 015 294 8420

Or for technical information –

(Mukhavhuli R)

Tel:015 294 8371



## BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

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

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

### 2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of institution	State

---

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

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

2.2.1 If so, furnish particulars:  
.....  
.....

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

2.3.1 If so, furnish particulars:  
.....  
.....

### **3 DECLARATION**

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the

---

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

contract.

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

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

## PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

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

### 1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
  - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

### 1.2 To be completed by the organ of state

*(delete whichever is not applicable for this tender).*

- a) The applicable preference point system for this tender is the 80/20 preference point system.
- b) The 80/20 preference point system will be applicable in this tender. The lowest/highest acceptable tender will be used to determine the accurate system once tenders are received.
- 1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
- (a) Price; and
  - (b) Specific Goals.

### 1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

POINTS	
PRICE	80
SPECIFIC GOALS	20
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean

that preference points for specific goals are not claimed.

- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

## 2. DEFINITIONS

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc} 80/20 & \text{or} & 90/10 \\ P_s = 80 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right) & \text{or} & P_s = 90 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right) \end{array}$$

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

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

**3.2.1. POINTS AWARDED FOR PRICE**

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

$$\begin{array}{ccc} 80/20 & \text{or} & 90/10 \\ P_s = 80 \left( 1 + \frac{P_t - P_{max}}{P_{max}} \right) & \text{or} & P_s = 90 \left( 1 + \frac{P_t - P_{max}}{P_{max}} \right) \end{array}$$

Where

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

$P_t$  = Price of tender under consideration

$P_{max}$  = Price of highest acceptable tender

**4. POINTS AWARDED FOR SPECIFIC GOALS**

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

<b>The specific goals allocated points in terms of this tender</b>	<b>Number of points allocated (90/10 system) (To be completed by the organ of state)</b>	<b>Number of points allocated (80/20 system) (To be completed by the organ of state)</b>	<b>Number of points claimed (90/10 system) (To be completed by the tenderer)</b>	<b>Number of points claimed (80/20 system) (To be completed by the tenderer)</b>
Enterprise Owned by Black People	N/A	3	N/A	
Enterprise Owned by Youth	N/A	5	N/A	
Enterprise Owned by Women	N/A	5	N/A	
Enterprise Owned by Persons with Disability	N/A	3	N/A	
Small, Medium and Micro Enterprise(SMMEs)	N/A	2	N/A	
Enterprise Located in Rural Areas or Underdeveloped Areas	N/A	2	N/A	
<b>Total</b>				

#### **DECLARATION WITH REGARD TO COMPANY/FIRM**

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

- ☐ (Pty) Limited  
☐ Non-Profit Company  
☐ State Owned Company  
 [TICK APPLICABLE BOX]

- 4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:
- i) The information furnished is true and correct;
  - ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
  - iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
  - iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
    - (a) disqualify the person from the tendering process;
    - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
    - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
    - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
    - (e) forward the matter for criminal prosecution, if deemed necessary.

SURNAME AND NAME: .....

DATE: .....

ADDRESS: .....

SIGNATURE(S) OF TENDERER(S) .....



# GOVERNMENT PROCUREMENT

## GENERAL CONDITIONS OF CONTRACT

### NOTES

The purpose of this document is to:

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

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

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

# TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

# General Conditions of Contract

## 1. Definitions

1. The following terms shall be interpreted as indicated:

1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.

1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 "Day" means calendar day.

1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.

1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.

1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable.

Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 "GCC" means the General Conditions of Contract.

1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 "Project site," where applicable, means the place indicated in bidding documents.

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

## **2. Application**

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

## **3. General**

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

## **4. Standards**

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

## **5. Use of contract documents and information; inspection.**

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

## **6. Patent rights**

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

## **7. Performance security**

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
  - (b) a cashier's or certified cheque

- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

## **8. Inspections, tests and analyses**

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

## **9. Packing**

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

## **10. Delivery and documents**

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

10.2 Documents to be submitted by the supplier are specified in SCC.

## **11. Insurance**

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

## **12. Transportation**

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

## **13. Incidental services**

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

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

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

## **14. Spare parts**

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

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and

(b) in the event of termination of production of the spare parts:

(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

## **15. Warranty**

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

## **16. Payment**

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

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

## **17. Prices**

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

## **18. Contract amendments**

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



## **19. Assignment**

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

## **20. Subcontracts**

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

## **21. Delays in the supplier's performance**

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

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

## **22. Penalties**

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

## **23. Termination for default**

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

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

(b) if the Supplier fails to perform any other obligation(s) under the contract;

or

(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

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

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

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

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

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

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

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

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

## **25. Force Majeure**

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

## **26. Termination for insolvency**

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

## **27. Settlement of Disputes**

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein, (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) the purchaser shall pay the supplier any monies due the supplier.

## **28. Limitation of liability**

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

**29. Governing language**

29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

**30. Applicable law**

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

**31. Notices**

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

**32. Taxes and duties**

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

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

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

**34 Prohibition of Restrictive practices**

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

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

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