



transport

Department:
Transport
REPUBLIC OF SOUTH AFRICA

Private bag x 193, PRETORIA, 0001, Forum Building, Cnr Struben and Bosman Street, PRETORIA.

Ref: CSS 5/11/1

Enq: Mr Skosana or Mrs. L Nzimande

Tel Number: (012) 309-3035/3255

Dear Sir / Madam

BID NUMBER: SCM/03/2023/PT

1. The Department of Transport requires the service as described per attached bid invitation and you are requested to complete the bidding documents and to submit it in accordance with the under mentioned stipulations:
 - The bid must be submitted in a sealed envelope with the name and address of the bidder with the number and closing date indicated on the envelope. The envelope must not contain documents relating to any bid other than that shown on the cover of the envelope;
 - Bids must be submitted in the bid/tender box on or before the closing date and time, couriered bid documents must be received before the closing date and time, failure to do so may invalidate the bid.
 - The attached forms, if completed in detail and returned, will form part of your bid; and
 - Prices must be VAT inclusive and all other expenses/disbursements, and be valid for a period of at least **90 days** from closing date.
 - Closing date for submitting bids is 13 November 2023 at 11:00 AM
2. You are advised to acquaint yourself with the contents of the attached general conditions of contract and the checklist.
3. It will be expected of the successful bidder to sign a formal contract at this office within seven (7) days after receiving a letter of acceptance.
4. **NB. Kindly note that this is a Two envelope system (for financial proposal submit One (1) original hard copy and One (1) scanned USB (PDF): Annexure B, and for Technical Proposal submit One (1) original hard copy and Four (4) scanned USB (PDF) Annexure A. No hard copies except for both originals**

Kind Regards

For **DIRECTOR GENERAL: TRANSPORT**

DATE: 13/10/2023



transport

Department:
Transport
REPUBLIC OF SOUTH AFRICA



DEPARTMENT OF TRANSPORT

Directorate: Supply Chain Management

Private Bag X193, PRETORIA, 0001; TEL: (012) 309 3248

**TERMS OF REFERENCE FOR THE APPOINTMENT OF A
SERVICE PROVIDER TO TRAIN INTERNS PLACED AT
PROVINCES AND MUNICIPALITIES ON TRANSPORT
PLANNING AND ROAD INFRASTRUCTURE PROGRAMMES**

SCM/03/2023/PT

CONTACT DETAILS

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**TRAINING OF INTERNS PLACED IN THE PROVINCES AND MUNICIPALITIES ON TRANSPORT PLANNING AND
ROAD INFRASTRUCTURE PROGRAMMES**

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1. BACKGROUND

- 1.1 In an attempt to build experience and capability for graduates to be employable, the Department has initiated a programme of placing interns in few participating provinces and municipality/ies.
- 1.2 The interns will assist provinces and municipalities with the review of their Integrated Transport Plans (ITPs) and ensure that ITPs are updated. In addition to that the interns will be required to assist in the implementation of any transport related project emanating from the municipality, the province or from the National Department.
- 1.3 In order to build the required technical transport skills, interns will need to be trained for 5 (five) days schedule by the appointed service provider on matters relating to transport planning and road infrastructure.
- 1.4 The materials for the training have already been developed and compiled and the appointed service provider will have to familiarise themselves with the subject matter.

2. OBJECTIVES

- 2.1 The thrust of internship programme is to develop practical skills amongst the trainees on transport related matters. Adequate human capacity need to be located in municipalities. The placing of interns in the public service is determined in terms of section 3(5) (a) of the Public Service Act, 1994. The conditions of service, requires these interns to be supervised and that they participate in a programme that provides knowledge and skills to perform their duties during the contract period.

3. DELIVERABLES

- 3.1 These deliverables will be followed through as a measure to monitor the scope of work to be done by the appointed service provider based on the stipulated time frames, and payment will only be effected when all deliverables are met satisfactorily.

Deliverables	Timeframes
Update and review already developed training course content and be signed-off: This will be agreed upon between the Department and the service provider before they start with the training to confirm on the scope of work	This will be done 1 (one) month before the start of the training
Training of the interns	5 (five) consecutive days
Close-out Report	To be submitted 1 (one) month after the training.

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4. SCOPE OF WORK

- 41 The appointed service provider will be expected to train **22 interns** appointed by the Department. Capacitate and provide guidance to the interns on how to execute projects emanating from the national, provincial and the municipal sphere. Also train interns on how to develop, review and update ITPs. This should be done by way of illustrative examples. Main focus areas covered during training: **Transport Planning and Road Infrastructure.**

4.1.1 Transport Planning

- 4.1.1.1 The details of Transport Planning is in the developed transport planning regulations by the Department, namely Minimum Requirements for the preparation of the Municipal integrated Transport Plans. Therefore, the appointed service provider will be expected to take interns through every chapter of the Minimum Requirements as another add on tool for training the interns.

- 4.1.1.2 Among others, the service provider is required to cover the following aspects:

- a. Land Transport Legislation and strategies in South Africa. A demonstration of how the following policies and plans will affect transport planning within all spheres of government:
 - i. Constitution
 - ii. White paper
 - lii. Moving South Africa
 - iv. National Master Plan
 - v. National Land Transport Transition Act
 - vi. Minimum Requirements for preparation of ITPs
 - Vii. National Rail Plan
 - Viii. Public Transport Strategy and Action Plan
 - ix. Local Government transition Act & Municipal Systems Act
 - X. National Land Transport Act
 - xi. NLAT Regulations
- b. Introduction of Integrated Transport Planning:
 - i. Integrated Transport Planning process in South Africa
 - ii. National Land Transport Strategic Framework
 - iii. Provincial Land Transport Framework
 - iv. Integrated Transport Plans

- 4.1.1.3 In addition, the service provider is expected to train the interns on how to develop the three types of ITPs, namely **Type 1: Comprehensive Integrated Transport Plan (CTIP)**; **Type 2: District Integrated Transport Plan (DTIP)** and **Type 3: Local Integrated Transport Plan (LITP)**.

- 41.1.4 The service provider needs to demonstrate to the interns how to develop each chapter by a way of using transport planning techniques and case studies from projects where they have been involved.

- 41.1.5 The key chapters in the Minimum Requirements and emanating from the different plans are as follows:

- Chapter 1:** Introduction
- Chapter 2:** Transport Vision and Objectives
- Chapter 3:** Transport Register
- Chapter 4:** Spatial Development Framework
- Chapter 5:** Transport Needs Assessment

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- Chapter 6:** Public Transport Plan
- Chapter 7:** Transport Infrastructure Strategy
- Chapter 8:** Travel Demand Management (TDM) Strategy
- Chapter 9:** Non-Motorised Transport Plan
- Chapter 10:** Freight Transport Strategy
- Chapter 11:** Other Transport-related Strategies
- Chapter 12:** Summary of Local Integrated Transport Plans in case of District Municipalities
- Chapter 13:** Funding Strategy and Summary of Proposals and Programmes
- Chapter 14:** Stakeholder Consultation

4.1.2 Road Infrastructure

- 4.1.2.1 The Department of Transport has set aside a grant to collect data for RAMS (Road Asset Management System) thereby identifying conditions, maintenance and repair backlogs for all Road Assets. The service provider will be required to unpack to the interns on how RAMS is benefiting municipalities.
- 4.1.2.2 The service provider must demonstrate to the interns on how the roads are classified and the maintenance thereof.
- 4.1.2.3 Part of the training will unpack the following:
 - i. Road Infrastructure Plan;
 - ii. Description of road network;
 - iii. Maintenance of roads infrastructure;
 - iv. Details of road network; and
 - v. Inventory of Transport facilities.

4.1.3 The Role of The Department of Transport

- 4.1.3.1 Meet, agree and sign off with the appointed Service Provider on the content of the updated compiled training materials;
- 4.1.3.2 Determine the date of the training;
- 4.1.3.3 And inform the appointed Service Provider and the interns;
- 4.1.3.4 Secure the appropriate venue, and stationery;
- 4.1.3.5 Send out the invites of the training to the Service Provider and the interns; and
- 4.1.3.6 Monitor progress of the training.

4.1.4 The Role of the Service Provider

- 4.1.4.1 Ensure the training materials are updated and agreed upon with the Department;
- 4.1.4.2 Provide each intern with the prepared training material and the information disc for future reference;
- 4.1.4.3 Also provide the Department with two copies of the prepared training material and the information disc, as this will assist the Department to identify and source relevant information and document that can be utilised in the future training sessions;
- 4.1.4.4 Train interns on technical transport planning details including road infrastructure maintenance plans. This will also entail familiarising interns in developing data collection in a form of a Transport Register, in order to develop the necessary transport strategies to address transport operational needs, as well as manage a maintenance plan in a municipality based on the requirements of the ITP minimum requirements;

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- 4.1.4.5 Support and monitor the development of Interns through the training program, the service provider will be required to participate in centralised training that will take place in Pretoria; and
- 4.1.4.6 Prepare and provide the Department with the Close out Report of the training programme including names of the interns, provinces/ or municipalities where they are placed (attendance Register), scope of the training, and lesson-learned, as well as identify other areas where the Department will have to improve to run a formally structured learning and skills development programme.

5. EVALUATION

5.1 STAGE 1: MANDATORY REQUIREMENTS

- 5.1.1 **Bidders must comply with the requirements and submit all required document(s) indicated hereunder with the bid documents at the closing date and time of bid. This phase is not scored and bidders who fail to comply with all the mandatory criteria will be disqualified.**
- 5.1.2 Bidders are required to be registered on the Central Supplier Database and the Department of Transport shall verify the bidder's tax compliance status through the Central Supplier Database.
- 5.1.3 Where Consortia / Joint Ventures / Sub-contractors are involved, each party must be registered on the Central Supplier Database and their tax compliance status will be verified through the Central Supplier Database.
- 5.1.4 It is therefore a condition of this bid that the tax matters of the bidder be in order at any point in time from the closing date of the bid. This bid will only be awarded to a bidder(s) whose tax status on Central Supplier Database is compliant.
- 5.1.5 Compliance should remain valid for the duration of the contract
- 5.1.6 Bidders are required to attend compulsory briefing sessions.
- 5.1.7 Mention statutory bodies/affiliations that service providers must comply with

5.2 STAGE 2: FUNCTIONAL EVALUATION CRITERIA

- 5.2.1 Only bidders who have complied with mandatory requirements will be evaluated for functionality. Bidders must, as part of their bid documents, submit supportive documentation for all functional requirements as indicated hereunder. The Bid Evaluation Committee (BEC) responsible for scoring the respective bids will evaluate and score all bids based on their submissions and the information provided.
- 5.2.2 The value scored for each criterion will be multiplied with the specified weighting for the relevant criterion to obtain the marks scored for each criterion. These marks will be added and expressed as a fraction of the best possible score for all criteria.
- 5.2.3 Functionality will be evaluated on the basis of the supporting documentation supplied by the bidders in accordance with the below functionality criteria and values.

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- 5.2.4 The evaluation of the functionality will be evaluated individually by Members of Bid Evaluation Committee in accordance with the below functionality criteria and values.
- 5.2.5 The applicable values that will be utilized when scoring each criteria ranges from:
1 being Poor, 2 = Average 3 = Good, 4 = Very Good & 5 = Excellent
- 5.2.6 The Bids that fail to achieve a minimum of **70** points out of **100** points for functionality will be disqualified. This means that such bids will not be evaluated on the Preference Points System stage.

TABLE 1: EVALUATION CRITERIA–TO BE CUSTOMISED PER PROJECT

EVALUATION CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHT
ABILITY AND CAPABILITY	Company experience: The company must be affiliated with South African Town Planning Council and The South African Civil Engineering Council. The company must provide reference letters to support their experience in public transport operations, infrastructure planning, management and implementation as covered by main focus areas in the transport planning and road infrastructure programme.	40
	Project Team/ or Facilitator: The Project team /or facilitator must have thorough knowledge on transport planning and road infrastructure planning, management, monitoring and maintenance, and will facilitate the learning of the interns during the training and also liaise with Department during and after the execution of the project. The facilitator must attach CVs and proof of their training experience in relation to transport planning and road infrastructure, and their affiliation with professional bodies, namely; South African Town Planning Council and South African Civil Engineering Council.	20
METHODOLOGY	The Service Provider's methodology must demonstrate thorough knowledge on transport planning such as the development of integrated transport plans in the municipalities and road infrastructure, and should cover the proposed clear scope of work with clear deliverables, proposed work schedule, and proposed time frames as reflected in the TORs.	40
TOTAL POINTS ON FUNCTIONALITY MUST ADD TO 100		100

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Scoring Criterion	1 Poor	2 Average	3 Good	4 Very Good	5 Excellent
Company Experience: Experience of the service provider in a transport environment covering main focus areas such as transport planning and road infrastructure services.	0 to 2 year of similar knowledge and experience	3 to 4 years of similar knowledge and experience	5 to 6 years of similar knowledge and experience	Over 7 to 9 years of similar knowledge and experience	Over 10 years of similar knowledge and experience
Project Team/ Facilitator: The Project team /or facilitator must have thorough knowledge on transport planning and road infrastructure planning, management, monitoring and maintenance, and will facilitate the learning of the interns during the training and also liaise with Department during and after the execution of the project. The facilitator must attach CVs and proof of their training experience in relation to transport planning and road infrastructure, and their affiliation with professional bodies, namely; South African Town Planning Council and South African Civil Engineering Council	0 to 2 year of similar knowledge and experience	3 to 4 years of similar knowledge and experience	5 to 6 years of similar knowledge and experience	Over 7 to 9 years of similar knowledge and experience	Over 10 years of similar knowledge and experience
Detailed proposed methodology of how the project will be executed: The Service Provider's methodology must demonstrate thorough knowledge on transport planning such as the development of integrated	No plan or irrelevant plan	Plan not addressing requirements	Plan indicating time frames	Plan indicating resources allocations	Plan indicating timeframes and resources allocations

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transport plans in the municipalities and road infrastructure, and should cover the proposed clear scope of work with clear deliverables, proposed work schedule, and proposed time frames as reflected in the TORs.					
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5.3 **STAGE 3: EVALUATION IN TERMS OF 80/20 PREFERENCE POINTS SYSTEM**

5.3.1 Only bids that achieve the minimum qualifying score for functionality will be evaluated further in accordance with the 80/20 preference points system.

5.3.2 **Price:** The following schedule must be utilised for submission of pricing proposals.

5.3.3 **Calculating of Points for Preference:** (See attached Annexure A)

6. **RULES OF BIDDING**

6.1 **Non-Compulsory Information Session**

6.1.1 The Department opt for a non-compulsory Briefing session. Any other briefing session to clarify aspects of the process as set out in this document and to address any substantive issues will be done with the appointed Service Provider.

6.1.2 Service Providers may ask for clarification on this TOR or any of its Annexures up to close of business forty-eight (48) hours before the deadline for the submission of bids. Any request for clarification must be submitted by email to the Bid Office. Copies of questions and answers will be emailed to all firms that register at the briefing session.

6.2 **Format and Submission of Bids**

6.2.1 Bidders must submit their bids on the stipulated closing date and time. Late bids will not be considered. All late bids must be collected within seven (7) days failing which the DOT will discard of such late proposals.

6.2.2 Bids must be submitted in two (2) envelopes, one (1) with the technical proposal and the other pricing. Supporting documents required for compliance including all the SDB documents except for SBD 1 and SBD 3.3, must be submitted together with the technical proposal.

6.2.3 Format of submission of proposals:

- a. Envelopes must be clearly marked with Company name, DOT Nr and whether it is the technical or financial response;
- b. Proposals must be submitted as one (1) original and four protected soft copies. Soft copies must be exact copies of the original document, and should be labelled properly.

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- 6.2.4 In order to evaluate and adjudicate bids effectively, it is imperative that bidders submit responsive bids. To ensure a bid will be regarded as responsive it is essential to comply with all conditions pertaining to mandatory requirements.
- 6.2.5 Each bidder must attach all applicable documents in support of its bid in accordance with the requirements set out in this bid as well as any other relevant materials, photographs and/or attachments.
- 6.2.6 Each bid, once submitted, constitutes a binding and irrevocable offer to provide the Services on the terms set out in the bid, which offer cannot be amended after its date of submission.
- 6.2.7 Department of Transport (DOT) reserves the right to accept or consider any bid in full or in part or any responses or submissions in relation thereto.
- 6.2.8 DOT reserves the right to appoint more than one bidder whose bid most successfully conforms to the Criteria and the Requirements in accordance with the terms and conditions described in the TOR.
- 6.2.9 DOT reserves the right to request any additional information that it may require or deem necessary. All such requests shall be in writing.
- 6.2.10 After careful consideration and thorough examination of the proposals, DOT shall select the successful Bidder whose proposal most closely satisfies the criteria and the requirements. The lowest price (management fee where applicable) offered will not necessarily be a decisive factor in choosing between Proposals.
- 6.2.11 The Department published the results of the outcome of a tender process, including the details of the successful bidder in the same media that was used to advertise the bid.

7. SUB-CONTRACTING, PARTNERSHIP/CONSORTIUM/JOINT VENTURE AND COMPANY REQUIREMENTS

- 7.1 A proposal submitted by a company, close corporation or other legal person must be accompanied by a resolution or agreement of the directors or members and be signed by a duly authorized person.
- 7.2 A proposal submitted by a partnership must be accompanied by a written partnership agreement
- 7.3 A proposal submitted by a consortium or joint venture 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;

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- f. any other information necessary to permit a full appraisal of its functioning.

8. CONFIDENTIALITY OF INFORMATION & INTELLECTUAL PROPERTY RIGHTS

8.1 Confidential Information

8.1.1 Confidentiality obligation. Each Party ("the receiving Party") must treat and hold as confidential all information which they may receive from the other Party ("the disclosing Party") or which becomes known to them concerning the disclosing Party during the duration of this Contract.

8.1.2 Nature of the confidential information. The confidential information of the disclosing Party shall, without limitation, include:

- a. all software and associated material and Documentation, including information contained therein;
- b. all information relating to :
 - i. the disclosing Party's past, present and future research and development;
 - ii. the disclosing Party's business activities, products, services, customers and clients, as well as its technical knowledge and trade secrets;
 - iii. the terms and conditions of this Contract; and
 - iv. the Department's data.

8.1.3 The Parties shall, except as permitted by the Contract, not disclose or publish any confidential information in any manner, for any reason or purpose whatsoever without the prior written consent of the disclosing Party and in the event of the confidential information relating to a third party, it shall also be incumbent on the receiving Party to obtain the consent of such third party.

8.1.4 Receiving Party's obligations with regard to confidential information. The receiving Party agrees that in order to protect the proprietary interests of the disclosing Party in its confidential information:

- a. it will only make the confidential information available to those of its Personnel who are actively involved in the execution of this Contract;
- b. it will initiate internal security procedures reasonably acceptable to the disclosing Party to prevent unauthorised disclosure and will take all practical steps to impress upon those Personnel who need to be given access to confidential information, the confidential nature thereof;
- c. subject to the right to make the confidential information available to their Personnel under clause 15.4.1 above, they will not at any time, whether during this Contract or thereafter, either use any confidential information of the disclosing Party or directly or indirectly disclose any confidential information of the disclosing Party to third parties;
- d. all written instructions, drawings, notes, memoranda and records of whatever nature relating to the confidential information of the disclosing Party which have or will come into the possession of the receiving Party and its Personnel, will be, and will at all times remain, the sole and absolute property of such Party and shall be promptly handed over to such Party when no longer required for the purposes of this Contract.

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8.1.5 Obligations in respect of confidential information upon termination. Upon termination or expiry of this Contract, the receiving Party will deliver to the disclosing Party or at the disclosing Party's option, destroy all originals and copies of the disclosing Party's confidential information in its possession.

8.1.6 The aforementioned obligations shall not apply to any information which:

- a. is lawfully in the public domain at the time of disclosure;
- b. subsequently and lawfully becomes part of the public domain by publication or otherwise;
- c. subsequently becomes available to the receiving Party from a source other than the disclosing Party, which source is lawfully entitled without any restriction on disclosure to disclose such confidential information; or
- d. is disclosed pursuant to a requirement or request by operation of law, regulation or court order.

8.1.7 Disclosure to professional advisors. Nothing in this clause shall preclude the Parties from disclosing the confidential information to their professional advisors in the *bona fide* course of seeking business and professional advice.

8.1.8 Severability. The provisions of this clause 15 are severable from the rest of the provisions of this Contract and shall survive its termination and continue to be of full force and effect for a period of ten (10) years after the date of termination.

9. INTELLECTUAL PROPERTY RIGHTS

9.1 Ownership in Services vests in Department. All rights of ownership and copyright in the Services to be provided by the Contractor to the Department shall vest solely with the Department, and the Contractor will not make such information available to any other party without the written consent of the Department on such terms and conditions as may be stipulated by the Department at that time. ‘

9.2 No aspect of the Services to infringe 3rd Party intellectual property rights. The Contractor warrants that no aspect of the Services provided in terms hereof will infringe any patent, design, copyright, trade secret or other proprietary right of any third party ("third party proprietary rights"), and the Contractor shall, at its own cost, defend the Department against any claim that the Services infringe any such third party proprietary rights, provided that the Department gives prompt notice to the Contractor of such claim and the Contractor controls the defence thereof.

9.3 The Contractor further indemnifies the Department against, and undertakes that it will pay all costs, damages and attorney fees, if any, finally awarded against the Department in any action which is attributable to such claim and will reimburse the Department with all costs reasonably incurred by the Department in connection with any such action.

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- 9.4 **Process in the event of a claim.** Should any person make any claim against the Department in terms of clause 16.2, the Department shall give the Contractor notice thereof within ten (10) days of becoming aware of such claim to enable the Contractor to take steps to contest it.
- 9.5 **Infringement of 3rd Party rights.** Should any third party succeed in its claim for the infringement of any third party proprietary rights, the Contractor shall, at its discretion and within thirty (30) days of the Services having been found to infringe:
- a. obtain for the Department the right to continue using the subject of infringement or the parts thereof which constitute the infringement; or
 - b. replace the subject of infringement or the parts thereof which constitute the infringement with another product or service which does not infringe and which is materially similar to the subject of infringement; or
 - c. alter the subject of infringement in such a way as to render it non-infringing while still in all respects operating in substantially the same manner as the subject of infringement; or
 - d. withdraw the subject of infringement.
- 9.6 **Ownership.** Ownership of all Departmental data, whether under its control or not, shall continue to vest in the Department and the Contractor shall not obtain any proprietary rights of such data.
- 9.7 **Data may only be used in performance of the Services.** The Department's data in the possession of the Contractor, or to which the Contractor may have access during the currency of this Contract, may not be used by the Contractor for any purposes whatsoever other than as may be specifically required to enable the Contractor to comply with its obligations in terms of this Contract.
- 9.8 **Preservation of integrity of data.** Both Parties shall take reasonable precautions (having regard to the nature of their obligations in terms of this Contract), to preserve the integrity of the Department's data and to prevent any unauthorised access, corruption, or loss of such data.

10. TERMS AND CONDITIONS

10.1 General

- 10.1.1 The Department reserves the right to amend, modify or withdraw this Terms of Reference (TOR) document 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 Service Provider.
- 10.1.2 Neither the Department, nor any of its respective, officers, or employees may make any representation or warranty, expressed or implied in this TOR document, and nothing

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contained herein is, or shall be relied upon as, a promise or representation, whether as to the past or the future.

10.1.3 The costs of preparing proposals and of negotiating the Contract will not be reimbursed.

10.1.4 The Department also reserves the right to call interviews with short-listed Service Providers before final selection, and to negotiate price with the Preferred Service Providers.

10.1.5 Firms 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 effort by a Service Provider to influence bid evaluation, bid comparisons or award decisions in any manner, may result in rejection of the bid concerned.

10.1.6 Bid submission requirements must be completed in sections and appendices provided in the bid document.

10.1.7 ALL BIDDERS MUST BE REGISTERED ON THE CENTRAL SUPPLIER DATABASE AT NATIONAL TREASURY. More information in this regards is available on www.ocpo.treasury.gov.za. Proof of registration must be submitted together with the technical proposal.

10.1.8 Bidders may provide any additional information deemed important for the DOT to consider.

10.1.9 Prospective Bidders must at all times comply with the Department's Supply Chain rules and processes with regard to all projects and payments.

11. ORDER OF PRECEDENCE.

11.1 In the event of any conflict between any provisions of the SCC, GCC, Proposal and any other document accompanying the Bid, the following order of precedence shall prevail–

- a. Standard Bidding Documents;
- b. SCC;
- c. GCC;
- d. TOR;
- e. SLA; and
- f. Proposal.

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12. DURATION

- 12.1 The contract period with the service provider will be **3 (three) months** as calculated from time frames reflected in the deliverables. The duration for the training is **5 consecutive days**, and it is expected to happen within the first 12 months of their placement.
- 12.2 The Contract shall commence on the Effective Date and, subject to the rights of termination stipulated herein, terminate on the Completion Date as specified in the Contract.

13. CONTRACT AMENDMENTS

- 13.1 No addition to, or variation, consensual cancellation, or novation of the Contract, and no waiver of any rights arising from the Contract, including this clause, shall be of any force or effect unless reduced to writing and signed by the duly authorised representatives of each of the Parties.

14 SUBCONTRACTS

- 14.1 The Contractor shall notify the Department in writing of all sub-contracts awarded under the Contract, before the commencement of the Contract, as well as at any time during the Contract.
- 14.2 The right to sub-contract.** The Contractor may, with the prior written consent of the Department, sub-contract any of its obligations in terms of this Contract, or any part thereof, to a third party, provided that:
- a. such sub-contracting shall not absolve the Contractor from any responsibility for complying with its obligations in terms of this Contract and the Contractor hereby indemnifies and holds the Department harmless against any loss, harm or damage which the Department may suffer as a result of such sub-contracting;
 - b. the Contractor shall at all times remain the sole point of contact for the Department in respect of the Services by the Contractor.
- 14.3 Department may withdraw consent.** The Department shall have the right at any time, and upon such good cause shown to withdraw such consent for a sub-contractor on thirty (30) days' notice to the Contractor and in that event no claim against the Department by the Contractor or any other person on the grounds of the granting of such consent or the withdrawal thereof shall be entertained, and the Contractor indemnifies the Department against any such claims and costs so incurred."

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15. CONTRACTOR'S PERSONNEL

- 15.1 Project Team.** The Contractor shall make available the skills and expertise of the Project Team referred to in the Bid who shall be involved in the Contract or the Services, unless otherwise agreed to by the Department, which agreement shall not be unreasonably withheld.
- 15.2 Exceptions.** Notwithstanding the provisions of clause 6.6.1, where, due to circumstances beyond the control of the Contractor, a member of the Project Team cannot act in accordance with the provisions of this clause due to their dismissal, resignation or incapacity, the Contractor shall, to the extent possible, implement an appropriate succession plan to minimise the effect of the unavailability of such member.
- 15.3 Suitably qualified Personnel.** The Contractor shall employ suitably qualified, experienced and trained Personnel to provide the Services, provided that the Contractor shall be entitled in its discretion, to allocate Personnel resources in accordance with the technical or other skills and knowledge required, which discretion shall not have a negative impact on the provision of the Services.
- 15.4** The Contractor's Personnel providing the Services may be absent for short periods of time for reasons including annual leave and training. The Contractor undertakes to avoid any disruption of the Services due to such circumstances.
- 15.5 Contractor to adhere to security procedures of the Department.** The Contractor's Personnel including the Project Team shall at all times when on the Department's premises, adhere to the standard health, safety and security procedures and guidelines applicable to the Department's Personnel, as varied and conveyed by the Department to the Contractor from time to time.
- 15.6** Should the Department at any time have reason to believe that any of the Contractor's Personnel is failing to comply with such standard health, safety and security procedures and guidelines, the Department may deny such person access to any or all of the Department's premises or systems and require the Contractor to replace such person without delay.

16 PAYMENT

- 16.1 Invoice.**
The Contractor's Project Manager shall at the end of each deliverable submit a consolidated invoice, certified as correct by the Contractor's Project Manager, showing the actual work performed, hours worked, and manpower inputs for the task and associated costs accompanied by all supporting documents.

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16.2 Detailed Pricing.

Service Providers must complete the required SBD Pricing documents and ensure that Prices are:

- a. Firm and inclusive of all costs, including disbursements. Firm prices mandate that any escalations/estimated escalations be included in the final ceiling amount.
- b. Inclusive of VAT, if applicable;
- c. Correctly calculated and identical to the financial proposal.
- d. A detailed pricing schedule should be attached to the SBD documents providing a proper cost breakdown, in line with deliverables, and indicating the proposed time frames.
- e. The Department uses a two envelope system. **NO PRICES MUST REFLECT IN THE TECHNICAL PROPOSAL.**

16.3 Fees

Domestic hotel accommodation may not exceed R1440, inclusive of VAT per night per person. (incl. dinner, breakfast and parking), air travel must be restricted to economy class, and travel claims per kilometre may not exceed the rates approved by the Automobile Association of South Africa.

16.3.1 Service Provider will be paid to render the following services:

- a. Review and Update on the developed training materials.
- b. Conduct training for five (5) consecutive days
- c. Produce Close-Out Report

16.3.2 Public Transport Branch will bear the following costs of the training:

- a. Hotel Accommodation, food and travel including flights for the interns
- b. SnT for the interns

16.4 Rates

According to the 23 October 2013 Cabinet Resolution as defined in the National Treasury Instruction 01 of 2013/14: Cost Containment Measures sub-paragraph 4.2; the Consultants (or Service Provider) will only be remunerated on the following rates regime:

- a. The "Guidelines for fees" issued by the South African Institute of Chartered Accountants (SAICA);
- b. The "Guide on Hourly Fee Rates for Consultants", by the Department of Public Service and Administration (DPSA); or
- c. Based on the body regulating the profession of the Consultant.

16.5 Payment information

- a. An invoice only becomes due and payable:
 - i. When the Project Manager signs-off on the specific deliverable and submits the invoice for payment;

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ii. When the invoice is correct with regards to calculations, information contained, banking details and supporting documents.

b. It is important to ensure that invoices are correctly submitted and reference the project name, DOT number and Order Number.

c. Non-compliance will delay the payment process.

16.6 Total Contract Price.

The Contract Price payable to the Contractor for the Services **shall not** exceed the ceiling price as set out in the Contract.

16.7 Price all-inclusive.

All prices are inclusive of any Value Added Tax, import, and all other duties.

17. DELIVERY AND DOCUMENTS

17.1 Reports. The Contractor shall provide the Department with detailed Documentation and Reports as set out in the Contract and Project Plan or when required in writing by the Department in both electronic format and hard copy.

17.2 Reports shall contain accurate information as to enable the Department to monitor and manage the Contractor's performance in terms of this Contract.

17.3 All Documentation and Reports shall be in English.

18. PENALTY REGIME

18.1 Poor performance will result in penalties that include withholding of a minimum 30% of the total invoice of each affected phase / milestone until it is fixed before the final product is submitted. In the case where the performance has not been improved to the satisfaction of the Department and the final product is handed over, the original amount held back will not be paid over to the Service Provider under any circumstances. On the other hand an improved quality and/or performance, at the satisfaction of the Department, will require the outstanding part of the held back invoice to be paid to the Service Provider in full but with no additional interest.

18.2 The project milestones / phases are expected to be adhered to. Any deviation must be approved by the Department prior to any commencement of the changes. Failure to do so will result in a 5% non-payment of that particular and/or affected phase(s).

18.3 Notwithstanding item 6.9.2 above, failure to meet the deadline as stipulated in item 8 will result in 30% of the total outstanding payments for the project as whole not being paid over

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to the Service Provider if the poor performance is attributed to the Service Provider unless there is undisputed evidence that the fault lies with the Department.”

19. TERMINATION

19.1 Should either Party fail to comply with any provision of this Contract the aggrieved Party may send a letter of demand to the defaulting Party, demanding compliance with such provision and should the defaulting Party, after a period of fourteen (14) days (or such longer periods as may under the circumstances be reasonably necessary) of the date of receipt of such written notice, remain in default, the aggrieved Party shall be entitled, without prejudice to any other rights it may have:

- a. to claim specific performance from the defaulting Party and to claim such damages as it may have suffered; or
- b. to discharge and execute the defaulting Party's obligations on its behalf and to recover the costs and disbursements incurred in respect thereof from that Party; or
- c. to terminate this Contract and claim such damages as the aggrieved Party may have suffered from the defaulting Party.”

19.2 The Department may, without prejudice to any other rights it may have, terminate this Contract by written notice to the Contractor, upon the occurrence of the following events, namely if :

- a. the Contractor fails to adhere to set timeframes, service levels or service standards as determined in the TOR, SLA and/or Project Plan;
- b. the Contractor, in the opinion of the Department, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract;
- c. judicial execution is levied on the Contractor's goods and which remains unpaid for 14 days after attachment;
- d. there has been a material defect, error or failure by the Contractor to comply with applicable laws or rules in the Bid or in the awarding of this Contract which is incapable of rectification and that requires this Contract to be terminated;
- e. the Contractor, when advised that its Proposal has been accepted, has given notice of inability to sign or execute the Contract;
- f. the Contractor has abandoned its obligations in terms of this Contract;
- g. the Contractor has deliberately furnished inaccurate information in its Bid with regard to its previous experience relating to the Services, or with regard to any other material information; or
- h. the Contractor ceases to carry on business as the Contractor of the Service.

19.3 In the event that negotiations between the Department and the Preferred Service Provider/s fail with regard to the conclusion of a Contract, the Department reserves its right not to appoint

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the Preferred Service Provider/s without incurring any liability to compensate or reimburse the Preferred Service Provider/s.

- 19.4 In the event that the Contractor does not complete Services in terms of this Contract by the Completion Date, the Department may view this as a material breach of this Contract and claim specific performance, and/or damages.
- 19.5 The Preferred Service Provider may be required to enter into a Service Level Agreement (SLA) prior to appointment.
- 19.6 The individuals proposed for professional work on the project shall remain on the project unless the Department grants prior permission to change the team composition. Such permission will not be withheld unreasonably.
- 19.7 The Department reserves the right to terminate the Agreement in the event that no consensus can be reached on the terms and conditions of a subsequent Service Level Agreement."

TECHNICAL CONTACT DETAILS:

CHIEF DIRECTORATE: PUBLIC TRANSPORT REGULATIONS

1. **Enquiries :** Mr. Muzi Simelane
Telephone: (012) 309-3002
Email: Simelanm@dot.gov.za

or

2. **Enquiries:** Mr. Avhatuwi Lithole
Tel: (012) 309-3994
Email: LitholeA@dot.gov.za

SUPPLY CHAIN MANAGEMENT CONTACT DETAILS

1. **Name:** Ms. Lindiwe Nzimande
Tel: (012) 309-3255
Email: nzimandel@dot.gov.za

ANNEXURE A

5. PREFERENCE POINT SYSTEM APPLICABLE

5.1.1 This Document does not replace SBD6.1, which must still be submitted and completed for preference points to be considered.

5.1.2 The 80/20 or 90/10 Preference Point Systems for Acquisition of Goods or Services.

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

80/20 or

90/10

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

or

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

Where

P_s = Points scored for price of bid under consideration P_t = Price of bid under consideration

P_{min} Price of lowest acceptable bid

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5.1.3 Specific goals and points allocation

a. The following table will be utilised in evaluating preference:

(NOTE THAT THIS MUST BE ADJUSTED PER RFQ/TOR)

GOAL	Points out of 20 (80/20)	Required Proof	Points Claimed	Proof Attached Y/N
BLACK OWNED (BO)	MAX 10	B-BBEE Status level certificate issued by an authorized body or person; or A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice		
EME/QSE/LE 100%BO	10			
EME/QSE=>51%BO	6			
WOMEN OWNED (WO)	MAX 6	B-BBEE Status level certificate issued by an authorized body or person; or A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice		
EME/QSE/LE 100%WO	6			
EME/QSE=>51%WO	4			
BLACK DESIGNATED GROUP (BDG)*	MAX 4	B-BBEE Status level certificate issued by an authorized body or person; or A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice		
EME/QSE/LE 100%BDG	4			
EME/QSE=>51%BDG	2			
MAXIMUM POINTS	20			