

THE MSUNDUZI MUNICIPALITY



HEAD: SUPPLY CHAIN MANAGEMENT
MRS D. N. GAMBU

333 Church Street, Private Bag X205, Pietermaritzburg, 3200
Telephone No. 033 – 392 2597

CONTRACT No. SCM 31 OF 25/26

A PANEL OF PROFESSIONAL SERVICES PROVIDERS
FOR IPTN – INTEGRATED PUBLIC TRANSPORT NETWORK FOR A PERIOD 36 MONTHS

Tenderer's Name:																					
Postal Address:																					
																Postal Code					
Tel. No.												Cell. No.									
Contact Person:																					
E Mail Address:																					
CSD NUMBER : MAAA											TAX REF.										

Tenders must be submitted both in hard copy and in softcopy format on a USB Flash Drive, contained in sealed envelope and marked with “**Contract No. SCM 31 OF 25/26**” and the **Contract Description**” must be placed in the Tender Box located at the Msunduzi Municipality’s Central Stores, 2 Abattoir Road (off Kershaw Street), Pietermaritzburg, 3201 (coordinates -29.6126297; 30.3610014), not later than **12h00 on Tuesday, 03 February 2026**, when they will be publicly opened. **Only tenders placed in the Tender Box will be accepted.**

THE MSUNDUZI MUNICIPALITY

TENDER SUBMISSION CHECKLIST

The Checklist below is attached hereto to assist Tenderers with the completion of the tender document. Tenderers are required to **TICK** the relevant boxes for verification purposes. Where information is not applicable to the tender, the symbols **N/A** must be inserted in the space provided.

It must be noted that the Council shall not be held liable for any loss or damage incurred to the Tenderer should the Tenderer fail to fulfil the requirements of the Tender.

No.	Description	Tenderer to Tick (✓)	For Official Use Only	
1	Has the Tender Document been completed in handwriting or typed and all corrections counter-signed? (No correction fluid used)		D	
2	Has all tendered amounts been arithmetically checked and the correct total amounts carried forward to the Summary Page and Tender Form?			
3	Has all information as required in terms of the tender document been submitted with the tender?		D	
4	Has the compulsory "Site Inspection/Tender Briefing" meeting been attended and has the "Site Inspection/Tender Briefing" Certificate been completed and signed at the meeting?		D	
5	Have all Declarations contained in the Tender Document been completed and signed by the Tenderer, and before a Commissioner of Oaths (if applicable)?		D	
6	Has the "Tender Form" been completed and signed?		D	
7	Is a valid Tax Clearance Status Verification Pin attached to the Tender Document?		D	
8	Has the CSD Supplier Number and Unique Registration Reference Number been submitted with the Tender Document?		D	
9	Does the price includes VAT regardless of VAT status of being a VAT or Non Vat vendor all prices must include VAT			

***** D: Failure to comply with these Sections will prejudice the tender.**

Name of Tenderer : _____

Signature : _____

Date : _____

THE MSUNDUZI MUNICIPALITY

CONTRACT No. SCM 31 OF 25/26

A PANEL OF PROFESSIONAL SERVICES PROVIDERS

FOR IPTN – INTEGRATED PUBLIC TRANSPORT NETWORK FOR A PERIOD 36 MONTHS

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13.1	Tenderers are advised to check the number of pages and should any be missing or duplicated, or the reproduction thereof indistinct, or any descriptions ambiguous, or if this document contains any obvious errors they shall inform the Head: Supply Chain Management or the Engineer at once and have same rectified. No liability whatsoever will be incurred by the Council in respect of errors in any tender due to the Tenderer’s failure to observe this requirement.	
13.2	The Tender Notice appeared in The Witness Newspaper and on Council’s website on Friday, 12 December 2025.	

THE MSUNDUZI MUNICIPALITY

CONTRACT No. SCM 31 OF 25/26

A PANEL OF PROFESSIONAL SERVICES PROVIDERS
FOR IPTN – INTEGRATED PUBLIC TRANSPORT NETWORK FOR A PERIOD 36 MONTHS

TENDER NOTICE

Tenders are hereby invited for the appointment of a panel of suitably experienced professional Transportation service providers for IPTN Project Public Transport Advisor for period 36 months from 2025/2026 under Integrated Public Transport Network (IPTN).

Tender documents will be made available to tenderers from **14h00 on Friday, 12 December 2025**. Tender documents can be downloaded and printed at the tenderer's cost from the National Treasury eTender Publication Portal on www.etenders.gov.za.

Printed copies of the tender documents shall also be available from the Supply Chain Management Unit Offices, 5th Floor, A S Chetty Centre, 333 Church Street, Pietermaritzburg, as from the abovementioned date and time, at a non-refundable tender deposit fee of **R796.02 (including VAT)** for each document drawn. Only cash or EFT payments will be accepted.

For any technical related enquiries, please contact Modiseemang O. Moleele (Senior Manager: IPTN) on direct Telephone No. 033 392 2152 or e-mail address modiseemang.moleele@msunduzi.gov.za.

For any procurement related enquiries, please contact Vuyani Msimang (Supply Chain Management Sub-Unit) on direct Telephone No. 033 – 392 2807 or e-mail address vuyani.msimang@msunduzi.gov.za.

Tenders must be submitted both in hard copy and on CD/USB Flash Drive contained in sealed envelopes and marked with “**SCM 31 OF 25/26**” and the **Contract Description** must be placed in the Tender Box located at the Msunduzi Municipality's Central Stores, 2 Abattoir Road (off Kershaw Street), Pietermaritzburg, 3201 (coordinates -29.6126297; 30.3610014), not later than **12h00 on Tuesday, 03 February 2026**, when they will be publicly opened. Only tenders placed in the Tender Box shall be accepted.

Tender Validity Period: Four (4) months commencing from the closing date of tender.

Tender Adjudication/Evaluation Criteria: Tenderers meeting the Mandatory Requirements of the tender shall be evaluated on a Two Stage Evaluation System – Stage One: Functionality and Stage Two: 80/20 Point System in accordance with the Msunduzi Municipality's Supply Chain Management Policy (incorporating Preferential Procurement) as prescribed in terms of the Preferential Procurement Regulations 2022, pertaining to the Preferential Procurement Policy Framework Act, Act No. 5 of 2000, including Chapter 4 of the Public Procurement Act No. 28 of 2024. The Functionality for Stage One shall be evaluated on the following criteria:

No.	Work Package 1 – Marketing, Communication and Stakeholder Relations	Maximum Points
1.	Company Experience - <i>No. of successfully implemented public transport related projects relating Marketing and Communication Projects</i>	20 Points
2.	Team Leader Experience - <i>CV with experience in Marketing and Communication</i>	20 Points

Total Functionality Points	40 Points
Minimum Threshold	60% (24 Points)

No.	Work Package 2 – Public Transport Industry Transition Advisor and Legal Services	Maximum Points
1.	Company Experience - <i>No. of successfully implemented public transport related projects relating : PUBLIC TRANSPORT INDUSTRY TRANSITION ADVISOR AND LEGAL SERVICES</i>	20 Points
2.	Team Leader Experience - <i>CV and the References of the project leader</i>	20 Points
Total Functionality Points		40 Points
Minimum Threshold		60% (24 Points)

No.	Work Package 3 – Operations and System Planning	Maximum Points
1.	Company Experience - <i>No. of successfully implemented public transport related projects relating : OPERATIONS AND SYSTEM PLANNING</i>	20 Points
2.	Team Leader Experience - <i>CV and Experience in IPTN Operations and Planning</i>	20 Points
Total Functionality Points		40 Points
Minimum Threshold		60% (24 Points)

No.	Work Package 4 – Universal Access	Maximum Points
1.	Company Experience - <i>No. of successfully implemented public transport related projects relating : UNIVERSAL ACCESS</i>	20 Points
2.	Team Leader Experience - <i>CV and reference letters of current or previous clients indicating the role of the project leader</i>	20 Points
Total Functionality Points		40 Points
Minimum Threshold		60% (24 Points)

No.	Work Package 5 – Intelligent Transport Systems	Maximum Points
1.	Company Experience - <i>No. of successfully implemented public transport related projects relating : INTELLIGENT TRANSPORT SYSTEMS</i>	20 Points
2.	Team Leader Experience - <i>CV and reference letters of current or previous clients indicating the role of the project leader</i>	20 Points
Total Functionality Points		40 Points
Minimum Threshold		60% (24 Points)

No.	Work Package 6 – Business and Financial Planning	Maximum Points
1.	Company Experience - <i>No. of successfully implemented public transport related projects relating : BUSINESS AND FINANCIAL PLANNING</i>	20 Points
2.	Team Leader Experience - <i>CV and reference letters of current or previous clients indicating the role of the project leader</i>	20 Points
Total Functionality Points		40 Points
Minimum Threshold		60% (24 Points)

No.	Work Package 7 – Project Management	Maximum Points
1.	Company Experience - <i>No. of successfully implemented public transport related projects relating : PROJECT MANAGEMENT</i>	20 Points
2.	Team Leader Experience - <i>CV and reference letters of current or previous clients indicating the role of the project leader</i>	20 Points
Total Functionality Points		40 Points
Minimum Threshold		60% (24 Points)

No.	Work Package 8 – Independent Facilitation	Maximum Points
1.	Company Experience - <i>No. of successfully facilitation in public transport related projects relating : INDEPENDENT FACILITATION</i>	20 Points
2.	Team Leader Experience - <i>CV and reference letters of current or previous clients indicating the role of the project leader</i>	20 Points
Total Functionality Points		40 Points
Minimum Threshold		60% (24 Points)

No.	Work Package 9 – Technical Advisor to Affected Public Transport Operators	Maximum Points
1.	Company Experience - <i>No. of successfully negotiated public transport related projects relating : Taxi and Bus Advisory services</i>	20 Points
2.	Team Leader Experience - <i>CV and reference letters of current or previous clients indicating the role of the project leader</i>	20 Points
Total Functionality Points		40 Points
Minimum Threshold		60% (24 Points)

The allocation of Preference Points will be according to the following Ownership Specific Goals:

Specific Goals	Description	Maximum Points
Black Owned Enterprise (BOE)	At least 51% South African Black ownership and/or more than 51% management controlled by South African black people (Black Owned Enterprise (BOE))	8
Business Enterprise Owned by Women	At least 51 % Women Owned Enterprise and Controlled by one or more women or 51% Management Control by one or more women (Business Enterprise Owned by Women)	6
Location of a Business Enterprise	The promotion of enterprises located in a specific municipal area for work to be done or services rendered – Within Msunduzi Municipality's jurisdiction.	6
Total Preference Points (Specific Goals)		20

The Msunduzi Municipality does not bind itself to accept the lowest or any tender and reserves the right to accept the whole or any part of a tender. Each tenderer will be informed of the tender result.

The Msunduzi Municipality expects businesses within the Pietermaritzburg and Midlands Region to support its contract and BEE/SMME initiatives.

MR. SF MNDEBELE (MUNICIPAL MANAGER)

THE MSUNDUZI MUNICIPALITY

STANDARD CONDITIONS OF TENDER

1. DOCUMENTS

This document comprises of the Standard Conditions of Tender, Standard Conditions of Contract, Special Conditions of Contract (if any), Legislation, Definitions, Specifications, Pricing Schedule (if applicable), Tender Form, Drawings (if any), Data Sheets and Annexures thereto.

2. COMPULSORY SITE INSPECTION/TENDER BRIEFING MEETING

Note: This clause does apply to this tender, as the Tender Briefing is not applicable.

Where in the tender document reference is made to a compulsory Site Inspection/Tender Briefing Meeting, the Service Providers shall be required to attend the meeting prompt on the date and time mentioned in the tender document. Service Providers arriving at the meeting after the stipulated time will be disqualified and the Council shall not be held liable for any loss or damage due to the above. Service Providers are to ensure that they complete and sign the Attendance Register circulated at the meeting. Service Providers shall be required to complete and sign the Site Inspection/Tender Briefing Meeting certificate attached hereto prior to the commencement of the meeting, and to also ensure that the Site Inspection/Tender Briefing Certificate is duly signed by the authorised official at the end of the meeting. Only one representative per Company or Consortium will be allowed to attend the above meeting. No person will be allowed to represent more than one Company at the meeting.

Service Providers are to ensure that their Representatives representing their respective Companies at the Site Inspection/Tender Briefing Meeting are familiar with the true nature and extent of the works as no claims for extras shall be entertained and the Council shall not be held liable should the Service Provider tender incorrectly.

An official will Chair the meeting and answer queries raised by prospective Service Providers. Any amendment to the tender documentation arising from such answers will be circulated in terms of the meeting's attendance register. Tenders will not be considered from Service Providers who do not attend the meeting and whose Site Inspection/Tender Briefing Certificate had not been signed by the authorised official.

Service Providers will be required to present a hard copy of their tender document at the Site Inspection/Tender Briefing Meeting for endorsement and failure to comply with this will result in disqualification.

3. SUBMISSION OF TENDERS

Tenders must be made out on the Tender Form annexed hereto. Service Providers are advised that this document must be completed by being hand written or typed and submitted in its entirety. Failure to comply with this condition shall result in the tender being disqualified.

Only original hand priced or typed tender documents will be considered. Tenders submitted by telegram, telex or facsimile shall not be considered. ***The use of correction fluid is strictly prohibited.*** All corrections are to be countersigned.

Service Providers using Courier Companies or any other mode of transport to deliver their tender documents must ensure that the tender documents are delivered to the Tender Box located at the Msunduzi Municipality's Central Stores, 2 Abattoir Road (off Kershaw Street), Pietermaritzburg, 3201 (coordinates -29.6126297;30.3610014). The Council shall not be held liable for any tender

document which is not timeously delivered, mislaid or incorrectly delivered due to the negligence of the Courier Company or any other party involved in the delivery of the tender documents including any employee of the Council.

Sealed tenders endorsed with the appropriate Contract No. and Contract Title must reach the Central Stores, 2 Abattoir Road, (Off Kershaw Road), Pietermaritzburg, 3201 not later than the closing date and time stated in the public advertisement inviting tenders, when they will be opened in public. Tenders shall remain valid for four (4) calendar months from the date of opening, except for the initial five (5) working days grace period after the close of tenders within which period a Service Provider may be permitted to withdraw its tender subject to an application with good and sufficient reasons being submitted in writing to obtain approval of such withdrawal, at the sole discretion of the Head: Supply Chain Management.

All literature submitted must be securely attached to the tender. The Council shall not be held liable for any loss or damages sustained due to the Tenderer's failure to comply with this condition.

In the case of a Service Provider withdrawing its tender after the expiry of the grace period, the Council may refuse to receive or consider, for such period as it may think fit, any further tenders from that Service Provider.

4. COMMUNICATION WITH MEMBERS OF THE COUNCIL OR COUNCIL EMPLOYEES

Without detracting from any prevailing law, no Service Provider shall offer, promise or give any person or persons connected with the adjudication, or awarding of the tender, any gratuity, bonus, discount or consideration of any kind in connection with the obtaining of a contract. Nor shall any Service Provider communicate with any member of the Council or a Council employee on a question affecting the awarding of a contract which is the subject of a tender, during the period between the closing date of tenders and the date of notification of the successful Service Provider; provided always that the Head: Supply Chain Management may, in exceptional circumstances, obtain additional information from a Service Provider to enable her to formulate her recommendation to Council.

Any attempt to contravene this condition, which is brought to the notice of the Head: Supply Chain Management shall result in the disqualification of the Service Provider.

Prospective Service Providers are further advised that s118 of the Municipal Finance Management Act prohibits the interference, by any person, with the supply chain management system of the Municipality and the amendment of or tampering with any tender, quotation, contract or bid after its submission.

5. IMPORT PERMITS

The Council will not undertake to secure any import permits or currency for the import of any goods or materials required for the execution of this contract. The Service Provider must apply directly for any import permits or currency needed. However, the Council will furnish the successful Service Provider with a supporting statement, if required.

6. REGISTRATION WITH THE CENTRAL SUPPLIER DATABASE (CSD)

The National Treasury's Central Supplier Database (CSD) has been open for registration from 01 September 2015. The CSD serves as one single source of supplier information to all spheres of government. Within this system, suppliers are required to register once when they do business with the state. This will significantly reduce the administrative burden for businesses, especially small and medium sized enterprises. The database interfaces with the South African Revenue Service (SARS), the Companies and Intellectual Property Commission (CIPC) and the payroll

system. It will electronically verify a supplier's tax status and enable public sector officials doing business with the state to be identified.

All prospective suppliers can register any time on the CSD website www.csd.gov.za. Prospective suppliers may also visit the Provincial Treasury Database office situated at Treasury House, Ground Floor, 145 Chief Albert Luthuli Road, Pietermaritzburg from 08h00 to 15h00, Mondays to Fridays, for any assistance with on-line registration on CSD.

For further information or enquiries, please contact 033 – 897 4516 / 033 – 897 4212 / 033 – 897 4624 / 033 – 897 4535 / 033 – 897 4676 / 033 – 897 4509 or Toll-Free at 0800 201 049 during office hours or via e-mail at database@kzntreasury.gov.za.

With effect from 01 July 2016, the Msunduzi Municipality will not award any tender to a supplier not registered as a prospective supplier on the CSD. Negotiations for the tender award will only be concluded with the qualify tenderer(s) who is/are registered on the CSD on or after 01 April 2016.

In order for Council to verify your Company's registration with CSD, please provide the following information for verification purposes:-

CSD Supplier Number	
Unique Registration Reference Number	

7. TAX CLEARANCE CERTIFICATE REQUIREMENTS

It is a condition of tender that the taxes of the successful Service Provider must be in order, or that satisfactory arrangements have been made with the South African Revenue Service (SARS) to meet the Service Provider's tax obligations.

Service Providers shall be required to submit, together with the tender document, a valid Tax Compliance Status Verification Pin issued by SARS. Failure to submit a valid Tax Compliance Status Verification Pin, the Council reserves the right to verify the same on National Treasury's Central Supplier's Database.

Should the Tax status becomes non-compliant prior to the final award of the contract being made, the Council reserves the right to request the Service Provider to rectify their tax matters. In this instance, the Service Provider shall be given seven (7) working days written notice in which to comply. Should the Service Provider fail to comply with this request, the Council further reserves the right to make no award to the Service Provider and the Council shall not be held liable for any loss or damages sustained by the Service Provider.

8. RATES

The prices, rates or percentages quoted in the proposal shall be deemed to include all costs, including but not limited to materials, plant, labour, patent rights and royalties, freight, insurance, customs, railage, delivery, etc, unless the Service Provider states otherwise in the proposal.

- **"Price"** means an amount of money tendered for goods or services and includes all applicable taxes less unconditional discounts.
- **Section 64(1) of the VAT Act states:** Any price charged by a vendor for a taxable supply is deemed to include VAT, whether or not explicitly stated. Thus, even if bidder B's invoice does not explicitly include VAT, the price is considered VAT Inclusive.

- **NB:** when submitting this tender Bidders are advised that regardless of the VAT status of being a VAT or non-VAT vendor the price must include VAT.
- Further to the above the price shall be deemed to be VAT inclusive regardless whether the bidder is the VAT Vendor or not.

9. **INCOMPLETE TENDERING**

Tenders may be rejected if they show any additional, conditional or incomplete offers or irregularities of any kind in either the Tender Form or the Pricing Schedule.

Partial awards **may** be made where this is perceived by the Supply Chain Management or the Bid Evaluation Committee. Council reserves the right to take into account the principle of the distribution of works in order to empower SMME's and or Local Suppliers.

Should there be any difference or discrepancy between the prices and particulars contained in the Tender Form and those contained in any covering letter or pricing schedule submitted by the Service Provider, the prices and particulars contained in the Tender Form shall prevail.

10. **ACCEPTANCE OF ANY TENDER**

- 10.1 The Council does not bind itself to accept the lowest or any tender and reserves the right to accept the whole or any part of a tender.
- 10.2 The procedure/s which shall be followed with the acceptance of a tender are as follows:
 - 10.2.1 Where in the tender document, Service Providers are required to submit Works Insurance, Sureties, Public Liability Insurance or any other provisional criteria, a letter of Provisional Acceptance will be sent to the successful Service Provider/s stipulating which amount or rate/s have been accepted and the requirements for the final award.
 - 10.2.2 In this instance, the Service Provider/s shall be required to satisfy the requirements of the Provisional Letter of Acceptance within fourteen (14) days from date of issue of the Provisional Letter of Acceptance.
 - 10.2.3 Should the Service Provider/s, fails to comply with the requirements of such provisional acceptance within the period specified in same or any variation thereto, and the Council elects not to confirm the provisional acceptance of the tender on that ground, the Council may refuse to receive or consider for such period as it may think fit, any further tenders from that/those Service Providers.
 - 10.2.4 Once the requirements of the Provisional Letter of Acceptance have been satisfied, a Final Letter of Acceptance will be sent by the Head: Supply Chain Management to the successful Service Provider/s notifying the Service Provider/s of Council's intent to make an award of the contract.
 - 10.2.5 Prior to the undertaking of any works, the successful Service Provider/s shall be required to enter into a Service Level Agreement (SLA) with the Council to address any post award qualification requirements as per the tender document.
 - 10.2.6 Once the SLA has been concluded, the Tender, Provisional Letter of Acceptance, the Final Letter of Acceptance and the SLA, shall constitute a binding agreement between the Service Provider/s and the Council.
 - 10.2.7 Should the Service Provider/s fail to enter into a contract when called upon to do so, then the Council may refuse to receive or consider for such period as it may think fit, any further tenders

from that/those Service Provider/s.

- 10.3 Where no Insurances, Sureties or any other provisional criteria are required, a Final Letter of Acceptance stipulating which rate/s has been accepted will be sent by the Head: Supply Chain Management to the successful Service Provider/s notifying the Service Provider/s of Council's intent to make an award of the contract.
- 10.4 Prior to the undertaking of any works, the successful Service Provider/s shall be required to enter into a Service Level Agreement (SLA) with the Council to address any post award qualification requirements as per the tender document.
- 10.5 Once the SLA has been concluded, the Tender, the Final Letter of Acceptance and the SLA, shall constitute a binding agreement between the Service Provider/s and the Council.
- 10.6 Should the Service Provider/s fail to enter into a contract when called upon to do so, then the Council may refuse to receive or consider for such period as it may think fit, any further tenders from that/those Service Provider/s.

Unless otherwise stipulated in the covering letter submitted with the tender, the Service Provider shall have waived, renounced and abandoned any conditions printed or written upon any stationery used for the purpose of, or in connection with, the submission of the tender which are in conflict with the Council's Conditions of Tender and the Standard Conditions of Contract. The Service Provider is warned that any material divergence from the official conditions or specification may render the tender liable to disqualification.

11. DOMICILIUM CITANDI ET EXECUTANDI

For the purpose of the service of all documents and the giving of notice as may be required in terms of this contract, or as a result of any action arising in conjunction with it, the Council chooses City Hall, 169 Chief Albert Luthuli Street (formerly Commercial Road), Pietermaritzburg as its *domicilium citandi et executandi*.

The Service Provider's *domicilium citandi et executandi* shall be whatever street address is given in the Tender Form attached hereto. Either party may, at any time, give one (1) month notice, in writing, of a change of its *domicilium citandi et executandi* provided that such address shall be within the Republic of South Africa.

12. DATA SHEETS

Service Providers should complete, in full, all the Data Sheets attached to this document. These include, but are not limited to, the following:

- Declaration of Interest (MBD 4);
- Authority to Sign Document;
- Pricing Schedule (MBD 3.1 / 3.2 / 3.3 as applicable);
- Declaration of Bidder's Past Supply Chain Management Practices (MBD 8);
- Certificate of Independent Bid Determination (MBD 9); and
- Any other applicable Data Sheets or forms contained within the tender documentation.

Where Data Sheets and/or any other documentation are required to be commissioned, such documents must be duly stamped and signed by a Commissioner of Oaths, where applicable. Failure to complete and submit the required documentation in its entirety may result in the disqualification of the bid and render the offer non-responsive.

Completion of Tender Form

It is a compulsory requirement that the Tender Form be fully completed and signed by an authorised representative of the bidder. Failure to comply with this provision will render the bid unresponsive (invalid) and such bids will not be considered for adjudication.

13. PROHIBITION ON AWARDS TO PERSONS IN THE SERVICE OF THE STATE

The Supply Chain Management Municipal Regulations read in conjunction with Msunduzi Supply Chain Management policy states that the Council may not make any award to a person:

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

14. MUNICIPAL FEES

All Service Providers are to sign the Declaration herein declaring that their Municipal Fees are in order, or that proper arrangements have been made with the Council. Service Providers must include the relevant account numbers in the declaration.

15. APPEALS AND/OR OBJECTIONS

Any Service Provider aggrieved by decisions or actions taken by the Municipality must lodge within fourteen (14) calendar days of the date of the decision or action, a written objection or complaint to the Municipal Manager / r: Supply Chain Management. The appeal must be submitted in writing with the grounds of appeal within the stipulated 14 days.

No appeal/objection will be entertained should the afore-mentioned condition not be adhered to, and the Municipality shall not be held liable for any loss or damages sustained by the Service Provider due to the Service Provider's failure to adhere to the above condition.

16. PREFERENCE POINTS CLAIMED IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

Service Providers claiming preference points shall be required to complete Annexure "C" hereto in its entirety and to fully comply with the General Conditions, Definitions and Directives stated therein.

In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, 2022, Preference points must be awarded for specific goals stated in the tender.

Service Providers are required to submit proof or documentation required in terms of this tender to claim points for specific goals. Failure to do so may result in no preference points being awarded to the Service Provider and the Council shall not be held liable for any loss or damages in this regard.

17. JOINT VENTURE AGREEMENTS AND CONSORTIUMS

Service Providers intending to tender in the form of Joint Ventures/Consortiums **should submit** the following documentation together with the tender:

- 1) Valid Tax Compliance Status Verification Pins issued by SARS of all parties of the Joint Venture/Consortium;

- 2) CSD Reports of all parties of the Joint Venture/Consortium;
- 3) Signed copies of:
 - a) The Declaration of Interest Form;
 - b) The Declaration of Bidder's Past Supply Chain Management Practices Form, and
 - c) The Certificate of Independent Bid Determination Form.
- 4) An undertaking duly signed by all parties of the Joint Venture/Consortium indicating their intention to enter into an agreement for the purposes of this contract.

Further to the above, the name of the Joint Venture/Consortium should appear on the relevant pages of the document.

18. ADJUDICATION CRITERIA

The tender shall be evaluated in accordance with the Evaluation Criteria as outlined in the Specifications contained herein.

19. COMBATIVE TENDERING

The Supply Chain Management Regulations states that Combative tendering practices are unethical and illegal. These include but are not limited to:

- (i) Suggestions to fictitious lower quotations;
- (ii) Reference to non-existent competition;
- (iii) Exploiting errors in bids;
- (iv) Soliciting bids from Tenderers whose names appear on the list of restricted bidders/suppliers/persons, and,
- (v) Submission of two bids by a Tenderer.

Any attempt by a Tenderer to contravene this condition which is brought to the notice of the Municipal Manager or the Head: Supply Chain Management shall result in the disqualification of the tender. The Council further reserves the right to take any other action as it may deem necessary.

20. ALTERATIONS BY TENDERER

If a tenderer wishes to submit alternative proposals for consideration or wishes to change the Conditions of Contract, Specifications, Quantities or Drawings, or to qualify the tender in any way, such changes and/or proposals are to be listed in Annexure "A" hereto, failing which the tender will be deemed to be unqualified. It must be clearly understood that the Council will be under no obligation to accept any such qualification.

21. OCCUPATIONAL HEALTH AND SAFETY ACT

The attached Annexure "B" hereto must be completed thereby indemnifying the Msunduzi Municipality of any claims that may arise in terms of the Occupational Health and Safety Act (Act 85 of 1993), as amended.

THE MSUNDUZI MUNICIPALITY

LEGISLATION

1.0 GENERAL

- 1.1 Contractors will be deemed by virtue of submitting a tender to have undertaken to be aware of and comply fully for all purposes under this contract with all current legislation and related regulations. The following Acts, as amended from time to time, are listed for the attention of the Contractor, without prejudice and without in any way relieving the Contractor of the obligation to continuously comply with all the laws of South Africa for the entire duration of this contract, the cost of so doing being expressly included in the contract sum. It is the sole duty of the Contractor to ensure that it acquaints itself and complies with all applicable legislation. **The Council shall not be liable in any way whatsoever for any errors or omissions in the legislation listed herein.**

2.0 THE OCCUPATIONAL, HEALTH AND SAFETY ACT (ACT 85 OF 1993) (OHS ACT)

- 2.1 The OHS Act covers *inter alia* "any work in connection with –

- a) the erection, maintenance, alteration, renovation, repair, demolition or dismantling of an addition to a building;
- b) the installation, erection or dismantling of machinery;
- c) the construction, maintenance, demolition or dismantling of any bridge, dam, canal, railway, street, runway, sewer or water reticulation system or work on any similar project;
- d) the moving of earth, clearing of land or making of an excavation or work on any similar project." (General Administrative Regulations Clause 1).

It is recorded that the subject of this contract falls within the scope of the foregoing work definition, and that the Employer in terms of this contract is the Mandator and that the Contractor is the Mandatory in terms of the OHS Act.

- 2.2 The OHS Act covers *inter alia* "any work in connection with -

- a) the erection, maintenance, alteration, renovation, repair, demolition or dismantling of an addition to a building;
- b) the installation, erection or dismantling of machinery;
- c) the construction, maintenance, demolition or dismantling of any bridge, dam, canal, railway, street, runway, sewer or water reticulation system or work on any similar project; and
- d) the moving of earth, clearing of land or making of an excavation or work on any similar project." (General Administrative Regulations Clause 1).

It is recorded that the subject of this contract falls within the scope of the foregoing work definition, and that the Employer in terms of this contract is the Mandator and that the Contractor is the Mandatory in terms of the OHS Act.

- 2.3 The arrangements and procedures to ensure compliance by the Mandatory with the provisions of the OHS Act referred to in the Agreement, in Annexure "B", between the Employer and the Contractor in this contract are:

- 2.3.1 The Mandatory shall keep a record of all incidents in terms of Clause 10 (1) of the General Administration Regulations (GAR).
- 2.3.2 The Mandatory shall cause every incident to be investigated in terms of Clause 10 (2) of the GAR.
- 2.3.3 The Mandatory shall cause all such records to be examined by a Safety Committee in terms of

Clause 10 (3) of the GAR.

- 2.3.4 The Mandatory shall on demand furnish the divisional inspector with such returns as may be required in terms of Clause 14 of the GAR.
- 2.3.5 The Mandatory shall charge a full-time employee designated in writing by the Mandatory with the duty of supervising the performance of the work (or the Mandatory may personally undertake this duty) in terms of Clause 11 of the General Safety Regulations.
- 2.3.6 The Mandatory shall, before commencing or carrying out the work, inform the divisional inspector in writing of:-
- a) the address of the premises on which such work will be carried out;
 - b) the nature of such work;
 - c) the date on which it is expected that such work will be commenced; and
 - d) the date on which it is expected that such work will be completed.

all in terms of Clause 15c of the GAR

- 2.3.7 The Mandatory shall comply with all other aspects of the OHS Act relative to the nature of the works and shall scrupulously observe and execute any instruction given by an official inspector with reference thereto.

3.0 THE COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT (ACT 130 of 1993) (COID ACT)

- 3.1 Contractors are required to register as employers in terms of the COID Act.
- 3.2 Contractors must pay the assessments due in terms of the COID Act relative to their employee records including all sub-contractors and community based labour.
- 3.3 In this specific contract the Contractor further acknowledges that the Employer shall have the right, without prejudice, to deduct any shortfall in compensation due to any employee of the Contractor (or sub-contractor) from monies due or which may become due to the Contractor, and so effect settlement of the matter.

4.0 THE LABOUR RELATIONS ACT (ACT 66 of 1995) (LR ACT)

- 4.1 Contractors are required to register as employers in terms of the LR Act.
- 4.2 Contractors are required to pay all employee and employer contributions to the Unemployment Benefits Fund, other than in respect of casual employees defined as persons who work for less than eight hours in any one week, or in respect of persons who by virtue of lawful reasons are exempt therefrom.

5.0 THE BASIC CONDITIONS OF EMPLOYMENT ACT (ACT 3 of 1983) (BCE ACT)

- 5.1 Contractors in their capacity as employers are required to comply with the provisions of the BCE Act with special reference to their employees' terms and conditions of employment.

6.0 THE INCOME TAX ACT (ACT 58 of 1962)

- 6.1 Contractors in their capacity both as business enterprises and employers are obliged to register and comply with the requirements of the Receiver of Revenue.

7.0 THE VALUE ADDED TAX ACT (ACT 89 of 1991)

- 7.1 Contractors in their capacity as business enterprises are required, if their annual turnover exceeds or is expected to exceed R150 000 by the end of February each year, to register as VAT vendors with the Receiver of Revenue for the purpose of paying, recovering, charging and returning VAT to the State via the Receiver of Revenue.
- 7.2 It is recorded that the Employer in this contract is registered as a VAT vendor.

8.0 THE ENGINEERING PROFESSION ACT OF SOUTH AFRICA (ACT 114 of 1990)

- 8.1 Where work undertaken in connection with this contract falls within the meaning of "*kinds of work reserved for professional engineers*" as fully set out in the Engineering Profession Act of South Africa 1990, or any amendments thereof, only persons registered in terms of the above Act, may assume full responsibility, according to competency under the Act, for the respective sections and phases of such work, as described in the Act, particularly in regard to design, supervision of construction and installation, and commission where applicable.
- 8.2 The Service Provider shall submit a certificate with the tender certifying compliance with all these requirements in connection with the preparation and submission of the tender and shall give an undertaking to comply in full during the contract period. Where applicable the Service Provider shall submit at the time of tendering the name(s), qualifications and address(es) of the Professional Engineer(s) responsible for the various disciplines and portions of the work comprising this contract.

9.0 GENERAL CONDITIONS OF THE CONTRACT

The General Conditions of Contract will form part of this bid documents and may not be amended.

10.0 NON-COMPLIANCE

- 10.1 The Employer in this contract will not under any circumstances be, or become party to, any act or omission by the Contractor and/or the Contractor's Sub-contractors and/or employees, which contravenes South African law.
- 10.2 Notwithstanding anything to the contrary in this tender document, and in addition to any other remedies the Council may have, if at any time during this contract, the Council discovers any contravention of the laws expressly mentioned herein or any other applicable law, then the Council shall have the right to cancel this contract forthwith. In such event, the Council shall not be liable for any loss or damages caused by such cancellation.

THE MSUNDUZI MUNICIPALITY

DEFINITIONS

The following definitions apply:-

"Council" means The Msunduzi Municipality.

"Head: Supply Chain Management" means the Head: Supply Chain Management of the day of the Msunduzi Municipality or the Manager's duly appointed Representative.

"Engineer" means the Deputy Municipal Manager: Sustainable Development and City Enterprises of the day of the Msunduzi Municipality or the said Manager's duly appointed Representative.

"Service Provider/Contractor" means the person, firm, Service Provider or company whose tender has been accepted by the Msunduzi Municipality and includes the Service Provider's heirs, executors, administrators, trustees, judicial managers or liquidators, as the case may be, but not, except with the written consent of the Council, any assignee of the Service Provider.

"Special Conditions" means any addition to or departure from or amendment of these Standard Conditions as set out in Annexure "A" hereof.

"Drawings" means the drawings referred to in the Specification and any modification of such drawings approved in writing by the Engineer and such other drawings as may from time to time be furnished or approved in writing by the Engineer.

"Contract Document" means the Conditions of Tender, Scope of Contract, Terms of Reference, these Definitions, Special Conditions (if any), Equipment Specifications, Rates, Percentages and Prices, Tender Form and Annexures thereto. Any amendments to the contract document agreed to by the Council and the Service Provider, Provisional Letter of Acceptance and the final Letter of Final Acceptance.

"Goods" means the equipment, plant, vehicles, service or materials to be supplied in accordance with the Contract.

"The Tender" means the written offer made by the Service Provider to the Council.

"Preferential Procurement Policy" means the Preferential Procurement Policy Framework Act, 2000 (Act No 5 of 2000).

"SARS" means the South African Revenue Services.

THE MSUNDUZI MUNICIPALITY

CONTRACT No. SCM 31 OF 25/26

A PANEL OF PROFESSIONAL SERVICES PROVIDERS
FOR IPTN – INTEGRATED PUBLIC TRANSPORT NETWORK FOR A PERIOD 36 MONTHS

SPECIFICATION

1.0 BACKGROUND

1.1 The objective of the Msunduzi IPTN is to ensure that the city provides for access to safe, affordable and reliable public transport connecting to social, economic and employment opportunities. This will be achieved through:

- Targeted public transport infrastructure interventions including Non-motorised transport (NMT) and an improved integrated public transport system.
- Institutional restructuring for increased integration and unified fare collection.
- The transformation of the local public transport.

2.0 SCOPE OF WORKS

2.1 Detailed scope of works is discussed below and the tender will be awarded in accordance with the following sections:

- Work Package 1 – Marketing and communications
- Work Package 2 – Public Transport Industry Transition advisor
- Work Package 4 – Operations and Systems Planning
- Work Package 4 – Universal Access
- Work Package 5 – Intelligent Transportation Systems (ITS)
- Work Package 6 – Business and Financial Planning
- Work Package 7 - Project Management
- Work Package 8 – Public Transport Independent Facilitation
- Work Package 9 - Technical Advisor to affected Public transport operators – **NB: Bidders Tendering for Work Package 9 will NOT be considered for any other Work Package**

3.0 PROJECT CHAMPION

Name and Surname : Modiseemang O. Moleele
Designation : Senior Manager: IPTN
Email address : Modiseemang.moleele@msunduzi.gov.za
Tel : 033 392 2152

4.0 DETAILED SPECIFICATION

4.1 **Work Package 1 - Marketing and communications stream** is to support marketing communications and public relations including stakeholder engagement strategies.

4.1.1 Category 1: Marketing

To reach a wide range of stakeholders in a meaningful manner, the Msunduzi Integrated Public Transport Network (IPTN) requires marketing services that will provide high quality, impactful and cost-effective services that improve the brand profile and position the public transport service as a provider of quality, efficient and affordable public transport service. Msunduzi IPTN aims to gain brand equity through the publicity generated by passengers, partners and stakeholders.

4.1.2 Category 2: Event Planning and Management

The Msunduzi IPTN wishes to appoint credible event planning and management service providers with a national footprint and credible stakeholder databases to host events that vary in size, frequency, and location as per the scope of work below:

4.1.3 Category 3: Communication, Stakeholder Engagement and Public Relations services

Through the implementation of a concerted public relations programme, the Msunduzi Local Municipality wishes to take the reins of setting the agenda for communication and to build positive relations between the public transport service and the media as a key stakeholder group to manage the image and reputation. Update a Communications Plan based on the findings of the above. Stakeholder engagement processes to consult, inform and seek buy-in from relevant stakeholders affected by Msunduzi IPTN activities and plans.

4.1.4 Category 4: System branding

Update the Design and produce marketing related materials upon request according to the approved CI Manual with special attention on System name, Logo, Tag-line, Pantone colours and font. Workshop various branding options with City officials and assist the city in deciding the choice of brand.

4.1.5 Category 5: Customer service plan

Assist the City to implement the customer relationship management policy and strategy

- Conduct Customer satisfaction surveys
- Identify the most likely queries to be posed by members of the public
- Develop a set of Frequently asked Questions and Answers (FAQs), which will be placed on Msunduzi IPTN Digital Platforms.
- Assist in the management of the Msunduzi IPTN website
- Assist in managing the chat systems on the website and the mobile application

4.2 Work Package 2- Public Transport Industry transition advisor - Assist the Municipality with

- Providing coordination for all aspects within the work stream,
- Providing the liaison between the industry and the relevant stakeholders.
- Providing capacity building to the Municipality and taxi industry and providing strategy to determine the affected operators,
- Develop communication structures for the taxi industry, Conduct the trust building process amongst taxi and non- taxi role-players
- Develop the taxi industry status quo,
- Providing an appropriate understanding of the proposed Msunduzi IPTN System to the taxi industry

- Agreement, Supporting the taxi industry in developing a negotiation strategy
- Providing technical support on the strategy on how the industry can benefit from available value chain opportunities.
- Determine which routes are affected and thus which Operators are eligible to become shareholders and will be eligible for compensation
- Develop communication structures for the taxi industry, Conduct the trust building process amongst taxi and non- taxi role-players,
- Provide background to the relevant legislation in terms of the implementation of the Msunduzi IPTN
- Providing an appropriate understanding of the proposed Msunduzi IPTN System to the taxi industry,
- Review of survey methodologies and obtain Industry buy-in
- Supporting the taxi industry in developing a Negotiation Strategy and compensation formula
- Supporting the Msunduzi Municipality in the signing of Memorandum of Agreement (MOA),
- Supporting the taxi industry in developing a Negotiation Strategy and compensation formula

4.3 Work Package 3 - TRANSPORT OPERATIONS AND SYSTEMS PLANNING

4.3.1 Category 1- TRANSPORT PLANNING

- Provide specialist input to the review and updating of the Technical Operational Plan (TOP), Parking and Freight Movement plan, Safety and Security, implementation of the CITP.
- Provide comprehensive analysis of Msunduzi IPTN phase 1A
- Provide a benchmark in terms of the processes unfolding in other cities on similar IPTN Systems
- Provide Closeout report for each financial year
- Provide guidance on funding applications.
- Define, implement and Co-ordinate all the activities of each area within the Technical Operational Plan. Report on progress to City officials and the other planning teams.
- Align all Transport sector plans
- Align Transport plans with Spatial Development Framework (SDF)
- Provide regular project updates through presentations and summary reports.
- Provide a 50% weekday presence at the offices of the City's project team or the offices of the Project Management team.
- Provide timeline information and Gantt charts to the Project Management team.
- Provide risk assessment inputs to the Project Management team.
- CITP & IRT Strategy
- Coordinate the preparation and updating of Transport sector plan (CITP, IPTN etc)
- The sector plans should take into account the short-, medium- and long-term transportation needs of the entire Msunduzi Local Municipality and the relevant surrounding areas.
- Produce the financial costs of the system in terms of the Capital Expenditure required
- Costs associated with the Vehicle Fleet
- Costs associated with the Control Centre

- Costs associated with the Stations
- Costs associated with the required Infrastructure

4.3.2 TRANSPORT OPERATIONS

- Monitoring, review and update of Bus Timetables.
- Bus deployment and scheduling
- Route Network analysis
- Monitoring of VOC on all operational matters
- Define the key operational characteristics of the stations in order to provide inputs for the Infrastructure Design team:
 - Number of platforms / stopping bays for each station
 - Number of routes utilizing each platform / stopping bay
 - Floor space size of station
 - Ticket selling points and location
 - Access ramp length
 - Number of turnstiles
 - Number of platforms / stopping bays for each station
 - Number of routes utilizing each platform / stopping bay
 - Floor space size of station
 - Kiosk size
- Produce a draft Operations Plan based on the definition of the above characteristics.
- Produce a final Operations Plan after reviewing comments and revisions from the City.

4.3.3 VEHICLE PROCUREMENT AND MAINTENANCE

- Develop vehicle specifications, tenders, and contracts, Tendering procedures, Returnable schedules, Contract, Pricing sheet, Technical specifications, Annexures
- Develop maintenance schedules and specification
- Driver training programme
- Maintenance training programme
- List of spare parts (initial year of spare parts)
- List of required tools, software, and diagnostic equipment
- Supply of vehicle manuals and instructions
- Vehicle approval process and vehicle homologation/ licensing
- Performance documentation

4.3.4 BUS OPERATIONS

- Planning and operations of bus routes for Msunduzi IPTN phases
- Develop and implement timetables, dispatching
- Control centre management
- Oversee Control Centre operations

4.3.5 **NON-MOTORIZED TRANSPORT (NMT) INTEGRATION**

- Conduct an audit of pedestrian conditions within at least a 500-meter radius of each trunk station
- Conduct an audit of pedestrian conditions within at least a 300-meter radius of each feeder station
- Develop design and corrective recommendations to improve pedestrian access to trunk and feeder stations, including, where appropriate, street lighting, pavement upgrades, street furniture, and CCTV cameras.
- Provide a summary report on the design recommendations for pedestrian access to stations
- Conduct a conceptual sitting and design of bicycle parking facilities at trunk stations
- Develop a bikeway plan that connects major origins and destinations to the public transport system; plan shall consist of the recommended bike way alignments and analyse the type of bike way by area (i.e. fully segregated bike way, on-street bike lane, etc.)
- Provide a summary report on bicycle parking facilities and bike way development including Park

4.4 **Work Package 4 - UNIVERSAL ACCESS SPECIALIST**

- The National Land Transport Act defines special needs passengers as 'special categories of passengers and their needs should be considered in terms of :
 - Transport planning
 - Operational context
 - Marketing and communications
 - Customer care
 - Fare system
 - Passenger information
 - Infrastructure
 - Vehicles

4.5 **Work Package 5 - INTELLIGENT TRANSPORT SYSTEM MODELLING**

- The service provider must work closely with other workstreams to provide services related to ITS and APTMS. The key deliverables include:
 - Design, and Implementation of the ITS Policy and Plan and specifications
 - Assist with Management of ITS and APTMS contractors and related systems
 - Assist with management of ABT system and integration to the municipal financial system
 - Assist with the fare policy and fare media distribution strategies

4.6 **Work Package 6 - BUSINESS & FINANCIAL PLANNING**

- Identities for all public transport operators and vehicle for all PT traffic (identities, registration numbers, owners, etc.)
- Value of the PT traffic (fare structures & revenues from the fare box, subsidies if applicable)

and % fare evasion with intent to establish turn over values).

- The seasonal patterns, i.e. Establish accurate values of the above items for a full financial year.
- Verifying the vehicle registration numbers of these public transport vehicles, with the registration numbers on the National Traffic Information System (NATIS);
- Identifying minibus taxi and bus operators who have operating licenses (OL's) provide public transport services on the identified routes;
- Identifying the legitimate current road based public transport on the routes;
- Determining the extent to which each legitimate operator will be influenced by the implementation of IPTN services.
- The level of detail for the above should be such that the "business value" and characteristics for each PT identity can be established for a full year.
- Develop the system's business structure by defining the contractual and institutional roles of each major stakeholder, including:
 - City government
 - Management entity of system
 - Vehicle operators
 - Fare systems company
 - Control Centre Company
 - Station services company
- Develop a step-by-step model of how revenues flow from the customer to each of the key parties (e.g. system management entity, trunk operators, feeder operators, fare Collection Company, fare Systems Company, and station Services Company)
- Develop the precise calculations required for determining the revenue shares of each actor
- Develop the legal framework required to make the prescribed revenue flows function
- Develop the incentives required to ensure the high- quality performance of each of the contracted parties (i.e. Bus operators, fare collection firm, trust fund manager, etc.)
- Develop the rewards and penalties to be utilized in affecting quality performance with the vehicle operator contract
- Produce a summary report on the business structure Examine the different institutional structures that are possible for the management of the system (e.g. City department, municipal entity, public company, transport authority, on-governmental organization)
- Workshop the institutional options with City officials and make a joint decision on the optimum structure
- Detail the organizational roles of the management entity in relation to other organizations
- Develop an organogram for the management entity
- Develop a position description and personnel requirements for each position within the proposed management entity
- Detail the form of the Board of Directors of the oversight agency and the type of personnel to be sought as board members
- Provide an analysis of the legal steps required to implement the proposed institutional structure
- Detail the estimated timeline for the establishment of the entity to oversee system management
- Provide a summary report on the Institutional Plan
- Develop a financial model to simulate the operational costs and revenues of the proposed

system.

Workshop the defining of the key input costs to the system, including:

- Cost associated with institutional management of system (labour costs, utility and office costs, marketing and promotion of system)
- Costs associated with Vehicle Operator contracts (labour costs, fuel costs, vehicle maintenance costs, depot operation costs)
- Costs associated with Fare System contract (maintenance of hardware/software, labour costs)
- Costs associated with Control Centre contract (maintenance of hardware /software, labour costs)
- Costs associated with Station Services contract (labour costs of fare collection security, cash collection, station cleaning, trash collection/ recycling, landscaping maintenance, equipment and uniform costs),
- Costs associated with infrastructure maintenance (bus ways, stations, depots)
- Produce a summary report on the definition of key parameters into the financial model
- Workshop in conjunction with City officials the specific scenarios to be modelled
- Extract pertinent demand data from the demand model for each scenario, noting which existing services will be transformed into the new system and which existing services will continue to operate
- Run at least 50 different Phase1 scenarios through the financial model, with each scenario being jointly agreed upon with City officials
- Run at least 2 different scenarios for each of the following: Phase2, Phase3, and full network
- Calculate the full operational costs and revenues for each model run
- Identify any current operating subsidies that will be for gone with the transformation of existing services into the new system
- Produce a summary report of each set of scenarios run through the financial model
- Develop a financial model to simulate the operational costs and revenues of the existing operators

Determine the existing cost structure of the industry, including:

- Labour costs
- Fuel costs
- Vehicle procurement costs
- Vehicle maintenance costs
- Office costs
- Determine the fare and advertising revenues currently being generated within the industry for the purpose of the transition into the new system.
- Produce a summary report on the definition of key parameters into the financial model and the results of the analysis, including results on revenues, costs, and profits in the following terms (for phase 1-4):
 - per each operating company
 - per each current affected route

- Station cleaning and light maintenance
- Station waste management
- Busway landscaping

Produce an Infrastructure Finance Plan for the expected means to fund the Phase1 infrastructure requirements

- Produce an Infrastructure Maintenance Finance Plan for the expected means to fund the future maintenance requirements (over a 30-year period) of the Phase1- 4 infrastructure
- Produce a Vehicle Finance Plan for the expected means to fund the Phase1 trunk and feeder vehicles
- Produce an Operations Finance Plan for the expected means to cover Phase1 operational costs
- Investigate the options of a Fuel Levy and a Parking
- Levy as contributing to future system revenues
- Detail the steps required to implement a Fuel Levy and a Parking Levy in the City
- Provide input to the Operational Planning Workstream with regards to the following items in order to deliver strong social and financial solutions:
 - Technical network planning for bus and NMT
 - Future system designs
 - Inputs to the estimation of operational costs for different aspects of the full system
 - Integration of the different public transport service providers into new system contracts
 - Interpretation of the operations plan outputs for business and finance planning tasks
 - Inputs to economic and social evaluation of the new system

4.7 Work Package 7 - PROJECT MANAGEMENT SERVICES

4.7.1 The Project Management Services must provide key technical advisory services to the client in all main workstreams. Capacity of the service provider should also be demonstrated on the other fields over and above the relevant project management experience. Ensure the integration of the work plans between the Operations Plan, Business Plan, Marketing & Communications Plan, and Infrastructure Design Plan. Host regular co-ordination sessions between the managers of each major planning component and stakeholders

Planning Coordination

- Co-ordinate the activities of each area within the Industry Transition
- Co-ordinate the development of a formal industry transition work plan
- Provide cost, budget, timeline information and Gantt charts in conjunction with the IPTN team
- Report on progress to the IPTN team and provide monthly project updates through presentations and progress reports
- Provide regular project updates through presentations and summary reports
- All other activities related to project management and coordination of the workstream

4.8 Work Package 8: INDEPENDENT FACILITATION

4.8.1 Chairing of meetings

- Co-ordinate meetings between the Municipality and affected operators
- Chair Joint Steering Committee (JSC), Working Groups and Project Steering Committee (PCC) meeting
- Determining and having the authority to decide on matters of process Maintain records of all meetings
- Maintain records of documents
- Promote healthy discussions between the parties

4.8.2 Facilitate Change management processes

- Workshop with City officials and affected operators on a strategic plan to successfully engage and incorporate the existing public transport for operators into the new system
- Agree to a formal independent facilitation and transformation plan
- Initiate a process to develop a dialogue the City and the industry by establishing regular technical sessions
- Facilitating problem solving on issues where appropriate
- Providing administrative support related to the facilitation process
- Dispute resolution by mediation or other mechanisms as may be agreed by the parties
- Offering ancillary services as may be required and agreed with the service provider from time – to - time.
- Produce a summary report on the consultation and negotiation process

4.9 Work Package 9: TENCHNICAL ADVISORY TO THE AFFECTED OPERATORS

4.9.1 The taxi and bus Industry advisory will provide assistance to the industry throughout the entire industry transition process and the negotiations by:

- Providing coordination for all aspects within the work stream,
- Providing the liaison between the industry and the relevant stakeholders.
- Providing capacity building to the Municipality and taxi industry and providing strategy to determine the affected operators,
- Develop communication structures for the taxi industry, Conduct the trust building process amongst taxi and non- taxi role-players
- Develop the taxi industry status quo,
- Providing an appropriate understanding of the proposed Msunduzi IPTN System to the taxi industry
- Supporting the taxi industry in the signing of Memorandums of Understanding / Agreement, Supporting the taxi industry in developing a negotiation strategy
- Facilitating payment of compensation to the industry representatives for their participation in the relevant sessions.
- Providing technical support on the strategy on how the industry can benefit from available value chain opportunities.

- The Taxi Industry Specialist Advisory (TISA) will provide assistance to the industry throughout the entire industry transition process and the negotiations.
- Further information sharing and building understanding of the details of the Phases to be negotiated.
- Determine which routes are affected and thus which Operators are eligible to become shareholders and will be eligible for compensation.
- Providing capacity building to the taxi industry, determining the affected operators,
- Develop communication structures for the taxi industry, Conduct the trust building process amongst taxi and non- taxi role-players,
- Develop the taxi industry status quo,
- Provide background to the relevant legislation in terms of the implementation of the Msunduzi IPTN
- Providing an appropriate understanding of the proposed Msunduzi IPTN System to the taxi industry,
- Review of survey methodologies and obtain Industry buy-in
- Supporting the taxi industry in developing a Negotiation Strategy and compensation formula
- Supporting the taxi industry in the signing of Memorandum of Agreement (MOA),
- Supporting the taxi industry in developing a Negotiation Strategy and compensation formula
- Facilitating payment of compensation to the industry representatives for their participation in the relevant sessions as per the MOA

5.0 CONTRACT PERIOD

5.1 The contract period will for 36 months from the date of signature of the SLA.

6.0 PLACE OF DELIVERY AND DELIVERY PERIOD

6.1 Msunduzi Municipality

7.0 SITE MEETINGS

7.1 Meetings are as and when required.

8.0 INSURANCES REQUIRED

8.1 The appointed service provider will be required to provide proof of professional indemnity of Contract value plus 10% and public liability of R 1 million per claim. Insurance as per SCM 31 of 25/26 for the duration of the contract and any other negotiated contract period.

9.0 ESCALATION

9.1 Fees to remain fixed – no escalation.

10.0 GUARANTEE/ WARRANTY/ DEFECTS LIABILITY PERIOD

10.1 18 months post-submission support for corrections and compliance.

11. COMPLIANCE WITH ANY LEGISLATION, BYLAWS, ETC.

11.1 The Act listed below are listed for the attention and convenience of the service provider without prejudice and without in any way relieving the service provider of the obligation to continuously comply with all the laws of South Africa for the entire duration of this contract including the defects liability period. Compliance will be in accordance with the stipulations given in:

- National Land Transport Act (NLTA)
- OHS Act (where applicable)
- ECSA registration for engineers.
- The Labour relation Act 66 of 1995
- National Building Regulations
- Basic conditions of employment Act 03 of 1983
- The Income Tax Act 58 of 1962
- The Value Added Tax Act 89 of 1991
- Supply Chain Management Regulations
- The Engineering Profession Act of South Africa Act 114 of 1990
- Municipal Finance Management Act

12.0 PENALTIES

12.1 Penalties levied against the service provider will be undertaken in accordance with SCM 31 of 2025/26.

13.0 RETENTION AND SURETIES

13.1 No retention applicable for professional services.

14.0 MANDATORY REQUIREMENTS

Qualifications of Key Personnel: In order for bids to be considered, they must meet the following Key Personnel and their minimum qualifications as indicated in the table below. Then if they meet the following requirements, they will be awarded points based on minimum qualifications under the functionality evaluation stage.

NB: For bidders to pass the below mandatory requirement, the following must be submitted with the bid. Failure to submit these will result in disqualification.

1. Qualifications - Certified Proof of Qualifications by the Commissioner of Oaths, Professional Registrations.

NB: All qualifications must be certified by the Commissioner of Oaths

Work Stream No. 1 - Marketing and communications stream

Position	Minimum Qualifications / Experience
Leader: Marketing, Communications / Public Relations Specialist	Qualifications: Bachelor's degree in marketing/ Public Relations / Communications/ business administration /commerce
Digital/ Website Developer, Photography Social Media Specialist	Bachelor's Degree or diploma in digital marketing, graphic design, communication, social media management
Administrator and Events Coordinator	Bachelor's Degree or diploma in events and marketing

Work Stream No. 2 - Public Transport Industry Transition advisor and legal services

Position	Minimum Qualifications / Experience
Leader: Public Transport Industry Transition	Qualifications: (B Degree) Transportation Planning or Transport Economics or Law
Legal expert with public Transport and Municipal legislation specialization experience	(B Degree) / LLB or Equivalent (NQF LEVEL 7) and a Minimum of 10 years' experience of which 5 years should be in public transport operations and technically advisory services of the IPTN (Public Transport Services _ Bus & Taxis)

Work Stream No. 3 - Operations and System Planning

Position	Minimum Qualifications / Experience
Leader: Systems and or transport planner	<ul style="list-style-type: none"> • B Degree e in Transportation Engineering • Registration with ECSA as a Professional Engineer or Technologist
Planning and GIS and transport operations	<ul style="list-style-type: none"> • Diploma in GIS or B-Degree in GIS or Geomatics • Registered with South African Geomatics Council

Work Stream No. 4 - Universal Access Specialist

Position	Minimum Qualifications / Experience
Leader: Universal Access Specialist	Qualifications: B- degree in architecture, engineering or urban design

Work Stream No. 5 - Intelligent Transport System

Position	Minimum Qualifications / Experience
Leader: ITS	Qualifications: Appropriate B Engineering or ICT degree
Contract Manager: ITS	Degree in Civil Engineering/Mechanical Engineering/Electronics

Work Stream No. 6 – Business and Financial Planning

Position	Minimum Qualifications / Experience
Leader: Business and Financial Planning	Qualifications: Master's degree in business or financial Sector / A qualified chartered Accountant/A qualified certified Management Accountant

Work Stream No. 7 - Project Management

Position	Minimum Qualifications / Experience
Project Management Leader	Qualifications: <ul style="list-style-type: none">• B Degree in Project Management/Built Environment/Transport Engineering• Must be registered with SACPMPP OR with PMI as a Professional Project Manager Construction Project Manager (CMP)
Project Manager: Risk, Reporting and Programme Management	Qualifications: B Degree in Build Environment/ Transport Engineering
Project Administrator	National Diploma (NQF Level 6) or higher in: Public Administration / Public Management, Project administration Business Administration, or Project Management.

Work Stream No. 8 - Independent Facilitator

Position	Minimum Qualifications / Experience
Leader: Project Facilitator	Qualifications: <ul style="list-style-type: none">• Bachelor LLB/Law degree or Industrial and Organisational Psychology or equivalent• Must be registered with a relevant professional or statutory body
Co-Facilitator	Qualifications: B Degree in Law/Industrial and Organisational Psychology/Transport Planning or equivalent
Administrator	National Diploma (NQF Level 6) or higher in: Public Administration / Public Management, Project administration Business Administration, or Project Management.

Work Stream No. 9 - Technical Advisor to affected Public transport operators

Position	Minimum Qualifications / Experience
Project Management Lead Advisor	Qualifications: <ul style="list-style-type: none">• B Degree in Project Management/Built Environment/ Transport Engineering• Must be registered with SACMPM OR with PMI as a Professional Project Manager
Transport Operations/Management and Planning	Qualifications: B Degree in Build Environment/ Transport Engineering
Financial and Business Planning Advisor	Qualifications: Master's degree in business or financial Sector/ A qualified chartered Accountant/A qualified certified Management Accountant
Legal advisor	Bachelor Honours Degree in Law/Industrial and Organisational Psychology/Transport Planning or equivalent
Administrator	National Diploma (NQF Level 6) or higher in: Public Administration / Public Management, Project administration Business Administration, or Project Management.

15.0 **EVALUATION CRITERIA**

15.1 **Stage 1: Functionality**

The bidders who complied with Mandatory Requirements will be considered for further evaluation on ability to execute the project.

EACH WORK STREAM HAS ITS OWN FUNCTIONALITY

The bidders will be required to submit separate methodology approach paper, resources availability and relevant company experience for the work stream the bidders are bidding for.

Each Section or Work package will be evaluated in terms of the following:

A. TENDERER'S EXPERIENCE

The experience of the tenderer as and key staff members / experts in similar projects in relation to the scope of work.

Tenderers should very briefly describe his or her experience in this regard and attach this to the below Experience Schedule. The description should be put in tabular form with the following headings:

Employer, contact person and telephone number, where available	Description of work(service)	Value of work (i.e. the service provided) inclusive of VAT(Rand)	Date completed

NB: This will apply for evaluation of all Work streams, failing to comply with the above will lead to zero (0) points allocation.

- B. EXPERIENCE OF KEY STAFF - In order to claim points the following should be attached if not attached, no points will be allocated.**

A CV of each key staff member of not more than 3 pages should be attached to this schedule showing the relevant experience required.

WORK PACKAGE 1 - MARKETING, COMMUNICATION AND STAKEHOLDER RELATIONS

Point Allocation Criteria	
Company Experience: No. of successfully implemented public transport related projects relating Marketing and Communication Projects	
<u>NOTES: In order to claim points the following must be attached, if not attached no points will be allocated</u>	
<ul style="list-style-type: none"> • Appointment Letters and Reference letter from previous clients for each project (to be verified- submitted project information must indicate completion of allocated scope for Marketing and Communications and related projects such as digital marketing and social media management, stakeholder management, marketing and communications, etc) • Clear and contactable references are to be included 	
NB: A maximum of 40 points are allocated and a minimum of 24 points are obtainable to proceed to further evaluation criteria	
	Points
• One project	5
• Two projects	10
• Three projects	15
• Four projects	20
Team Leader experience – CV with experience in Marketing and Communication	
• 0 to 4 years	0
• 5 years	5
• More than 5 years to less than 10 years	10
• 10 years to less than 15 years	15
• 15 Years and above	20

WORK PACKAGE 2: PUBLIC TRANSPORT INDUSTRY TRANSITION ADVISOR AND LEGAL SERVICES

Point Allocation Criteria	
Company Experience: No. of successfully implemented public transport related projects relating : PUBLIC TRANSPORT INDUSTRY TRANSITION ADVISOR AND LEGAL SERVICES	
<u>NOTES: In order to claim points the following must be attached, if not attached no points will be allocated</u>	
<ul style="list-style-type: none"> • Appointment Letters and Reference letter from previous clients for each project (to be verified- submitted project information must indicate completion of allocated scope and related projects and related tasks. • Clear and contactable references are to be included <p>NB: A maximum of 40 points are allocated and a minimum of 24 points are obtainable to proceed to further evaluation criteria</p>	
	Points
• One project	5
• Two projects	10
• Three projects	15
• Four projects	20
Team Leader experience – CV and the References of the project leader	
• 0 to 4 years	0
• 5 years	5
• More than 5 years to less than 10 years	10
• 10 years to less than 15 years	15
• 15 Years and above	20

WORK PACKAGE 3: OPERATIONS AND SYSTEM PLANNING

Point Allocation Criteria	
Company Experience: No. of successfully implemented public transport related projects relating: OPERATIONS AND SYSTEM PLANNING	
<u>NOTES: In order to claim points the following must be attached, if not attached no points will be allocated</u>	
<ul style="list-style-type: none"> • Appointment Letters and Reference letter from previous clients for each project (to be verified- submitted project information must indicate completion of allocated scope for project and related tasks. • Clear and contactable references are to be included <p>NB: A maximum of 40 points are allocated and a minimum of 24 points are obtainable to proceed to further evaluation criteria</p>	
	Points
• One project	5
• Two projects	10
• Three projects	15

• Four projects	20
Team Leader experience – CV and Experience in IPTN Operations and Planning	
• 0 to 4 years	0
• 5 years	5
• More than 5 years to less than 10 years	10
• 10 years to less than 15 years	15
• 15 Years and above	20

WORK PACKAGE 4: UNIVERSAL ACCESS

Point Allocation Criteria	
Company Experience: No. of successfully implemented public transport related projects relating: UNIVERSAL ACCESS	
<u>NOTES: In order to claim points the following must be attached, if not attached no points will be allocated</u>	
<ul style="list-style-type: none"> • Appointment Letters and reference letter from previous clients for each project (to be verified- submitted project information must indicate completion of allocated scope for project and related tasks. • Clear and contactable references are to be included 	
<i>NB: A maximum of 40 points are allocated and a minimum of 24 points are obtainable to proceed to further evaluation criteria</i>	
	Points
• One project	5
• Two projects	10
• Three projects	15
• Four projects	20
Team Leader experience – CV and reference letters of current or previous clients indicating the role of the project leader	
• 0 to 4 years	0
• 5 years	5
• More than 5 years to less than 10 years	10
• 10 years to less than 15 years	15
• 15 Years and above	20

WORK PACKAGE 5: INTELLIGENT TRANSPORT SYSTEM

Point Allocation Criteria	
Company Experience: No. of successfully implemented public transport related projects relating : INTELLIGENT TRANSPORT SYSTEMS	
<u>NOTES: In order to claim points the following must be attached, if not attached no points will be allocated</u>	
<ul style="list-style-type: none"> • Certified appointment Letters and reference letter from previous clients for each project (to be verified- submitted project information must indicate completion of allocated scope and related tasks. • Clear and contactable references are to be included <p>NB: A maximum of 40 points are allocated and a minimum of 24 points are obtainable to proceed to further evaluation criteria</p>	
	Points
• One project	5
• Two projects	10
• Three projects	15
• Four projects	20
Team Leader experience – CV and reference letters of current or previous clients indicating the role of the project leader	
• 0 to 4 years	0
• 5 years	5
• More than 5 years to less than 10 years	10
• 10 years to less than 15 years	15
• 15 Years and above	20

WORK PACKAGE 6: BUSINESS AND FINANCIAL PLANNING

Point Allocation Criteria	
Company Experience: No. of successfully implemented public transport related projects relating : BUSINESS AND FINANCIAL PLANNING	
<u>NOTES: In order to claim points the following must be attached, if not attached no points will be allocated</u>	
<ul style="list-style-type: none"> • Appointment Letters and reference letter from previous clients for each (to be verified- submitted project information must indicate completion of allocated scope and related tasks. • Clear and contactable references are to be included <p>NB: A maximum of 40 points are allocated and a minimum of 24 points are obtainable to proceed to further evaluation criteria</p>	
	Points
• One project	5
• Two projects	10

• Three projects	15
• Four projects	20
Team Leader experience – CV and reference letters of current or previous clients indicating the role of the project leader	
• 0 to 4 years	0
• 5 years	5
• More than 5 years to less than 10 years	10
• 10 years to less than 15 years	15
• 15 Years and above	20

WORK PACKAGE 7: PROJECT MANAGEMENT

Point Allocation Criteria	
Company Experience: No. of successfully implemented public transport related projects relating: PROJECT MANAGEMENT	
<u>NOTES: In order to claim points the following must be attached, if not attached no points will be allocated</u>	
<ul style="list-style-type: none"> • Appointment Letters and reference letter from previous clients for each project (to be verified- submitted project information must indicate completion of allocated scope and related tasks. • Clear and contactable references are to be included 	
<i>NB: A maximum of 40 points are allocated and a minimum of 24 points are obtainable to proceed to further evaluation criteria</i>	
	Points
• One project	5
• Two projects	10
• Three projects	15
• Four projects	20
Team Leader experience – CV and reference letters of current or previous clients indicating the role of the project leader	
• 0 to 4 years	0
• 5 years	5
• More than 5 years to less than 10 years	10
• 10 years to less than 15 years	15
• 15 Years and above	20

WORK PACKAGE 8: INDEPENDENT FACILITATION

Point Allocation Criteria	
Company Experience: No. of successfully facilitation in public transport related projects relating: INDEPENDENT FACILITATION	
<u>NOTES: In order to claim points the following must be attached, if not attached no points will be allocated</u>	
<ul style="list-style-type: none"> • Appointment Letters and reference letter from previous clients for each project (to be verified- submitted project information must indicate completion of allocated scope and related tasks. • Clear and contactable references are to be included <p>NB: A maximum of 40 points are allocated and a minimum of 24 points are obtainable to proceed to further evaluation criteria</p>	
	Points
• One project	5
• Two projects	10
• Three projects	15
• Four projects	20
Team Leader experience – CV and reference letters of current or previous clients indicating the role of the project leader	
• 0 to 4 years	0
• 5 years	5
• More than 5 years to less than 10 years	10
• 10 years to less than 15 years	15
• 15 Years and above	20

WORK PACKAGE 9 : TECHNICAL ADVIORR TO AFFECTED PUBLIC TRANSPORT OPERATORS

Point Allocation Criteria	
Company Experience: No. of successfully negotiated public transport related projects relating : Taxi and Bus Advisory services	
<u>NOTES: In order to claim points the following must be attached, if not attached no points will be allocated</u>	
<ul style="list-style-type: none"> • Appointment Letters and reference letter from previous clients for each project (to be verified- submitted project information must indicate completion of allocated scope for the project and related tasks. • Clear and contactable references are to be included <p>NB: A maximum of 40 points are allocated and a minimum of 24 points are obtainable to proceed to further evaluation criteria</p>	
	Points
• One project	5
• Two projects	10
• Three projects	15

• Four projects	20
Team Leader experience – CV and reference letters of current or previous clients indicating the role of the project leader	
• 0 to 4 years	0
• 5 years	5
• More than 5 years to less than 10 years	10
• 10 years to less than 15 years	15
• 15 Years and above	20

Bidders with a final score for functionality that is below 60% (24 points) will not be considered for price and preferential points

15.2 Stage 2: Price and Preferential Points

Tender Adjudication & Evaluation Criteria will be implemented in line with the Msunduzi Municipality's approved Supply Chain and Preferential Procurement Policies on the 80/20-point system. Adjudication criteria will be as per the tender document, and the allocation of points will be in line with Specific Goals as prescribed in terms of the Preferential Procurement Regulations, 2022 pertaining to the Preferential Procurement Policy Framework Act, Act No. 5 of 2000.

PRICE : 80 POINTS
SPECIFIC GOALS : 20 POINTS

Specific Goals	BASIS OF POINTS ALLOCATION	Verification Methods	Maximum Points
Black Owned Enterprise (BOE)	At least 51% South African Black ownership and/or more than 51% management controlled by South African black people (Black Owned Enterprise (BOE))	CIPC OR CSD	8
Business Enterprise Owned by Women	At least 51 % Women Owned Enterprise and Controlled by one or more women or 51% Management Control by one or more women (Business Enterprise Owned by Women)	CIPC OR CSD	6
Location of a Business Enterprise	The promotion of enterprises located in a specific municipal area for work to be done or services rendered – Within Msunduzi Municipality's jurisdiction.	Utility Bill or Lease Agreement	6
Total Preference Points (Specific Goals)			20

THE MSUNDUZI MUNICIPALITY

CONTRACT No. SCM 31 OF 25/26

A PANEL OF PROFESSIONAL SERVICES PROVIDERS
FOR IPTN – INTEGRATED PUBLIC TRANSPORT NETWORK FOR A PERIOD 36 MONTHS

PRICING SCHEDULE

Name of Bidder.....	Bid Number:
Closing Time:.....	Closing Date

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.

The fees are indicative and will not be used for evaluation process since the project is Quality Based Selection

FEES AND TARIFFS

The fees to be used in the tender should be in line with the latest Guideline Scope and Recommended Guideline Tariff of Fees for the various disciplines. If the discipline does not have a regulatory body, bidders are requested to fill in the professional rates per hour for each staff member as elaborated on below.

The bidders are advised to know that the municipality expects the team to use the rates set as per the latest fee rates issued by the Department of Public Service and Administration as can be found on the following link <http://www.dpsa.gov.za/dpsa2g/documents.asp>. In the event that bidders feel that the rates are not in-line with their expectations, this should be stated and substantiating documents are to be provided.

The total cost of employment for a consultant issued as the basis for determining hourly fee rates. To this effect, the average total package (Rand value) for Public Service salary bands 6 to 16 issued. These salary bands were combined to form the following hierarchy (categories) of consultants:

Category of Fee earning Staff	Comparative Public Service
Directors / Partners / Specialist Consultants	15/16 ¹ 14/15 13/14
Professional / Technical Staff (Senior	12/13 11/12 10/11
Administrative / Secretarial Staff	9/10 6to8

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

1 This category should only be used for exceptional reasons that require expertise at the highest level (such as an internationally recognized expert). This category cannot be used for operational/ implementation consultancy services.

How to determine the appropriate fee rate

Determine the consultancy option/model by applying the following criteria:

- "Short Term" means less than 60 consulting days
- "Long Term" means more than 60 consulting days
- "All Overheads" means consultant provides all overheads e.g., office, parking, telephone
- "Partial Overheads" means department provides some overheads e.g. office, parking, telephone
- "Mark-up" provides for company profit margin-service normally provided by consulting Company
- "No Mark-up" service normally provided by individuals or NGOs

Determine the appropriate salary band based on the level of work that is required e.g., use job evaluation to determine the level of work-Salary band 13 represents the level of a Director in the public service, 14 a Chief Director, 15a DDG and 16 a DG.

The hourly fee rates would be read where the consultancy option/model intersects with the salary band.

Note - The Guideon Hourly Fee Rates for Consultants and the latest Fee Rates are available at <http://www.dpsa.gov.zaandcanbefoundunderDocument Archive ,All Documents>. Link <http://www.dpsa.gov.za/dpsa2q/documents.asp>

Work Package 1

Marketing And Communications						
Item	Category of Service	Resource	Unit	Est. Quantity	Rate	Total Amount
1	Marketing and Comms	Leader:Marketing, communications/Public Relations Specialist	Hrs	2000		
2	Marketing and Comms	Digital/ Website Developer, Photography Social Media Specialist	Hrs	2000		
3	Marketing and Comms	Administrator and Events Coordinator	Hrs	2000		
4	Subtotal (excl. VAT)					R
5	Disbursements					R 60 000
6	VAT @ 15%					R
7	Tender sum				R	

Work Package 2

PUBLIC TRANSPORT INDUSTRY TRANSITION ADVISOR AND LEGAL SERVICES						
Item	Category of Service	Resource	Unit	Est. Quantity	Rate	Total Amount
1	Industry transition	Leader: Public Transport Industry Transition	Hrs	2000		
2	Industry transition	Legal expert with public Transport and Municipal legislation specialization	Hrs	2000		
3	Subtotal (excl. VAT)					R
4	Disbursements					R 60 000
5	VAT @ 15%					R
6	Tender sum				R	

Work Package 3

Operations and Systems Planning						
Item	Category of Service	Resource	Unit	Est. Quantity	Rate	Total Amount
1	Transport Operations	Leader: Systems and or transport planner	Hrs	2000		
2	Transport Operations	Planning and GIS and transport operations	Hrs	2000		
3	Subtotal (excl. VAT)					R
4	Disbursements	Provisional Sum				R 60 000
5	VAT @ 15%					R
6	Tender sum					R

Work Package 4

Universal Access Advisor						
Item	Category of Service	Resource	Unit	Est. Quantity	Rate	Total Amount
1	UDAP	Leader : Universal Access Design and Planning - UDAP	Hrs	2000		
2	Subtotal (excl. VAT)					R
3	Disbursements	Provisional Sum				R 35 000
4	VAT @ 15%					R
5	Tender sum				R	

Work Package 5:

Intelligent Transport Systems						
Item	Category of Service	Resource	Unit	Est. Quantity	Rate	Total Amount
1	ITS	Leader : ITS Systems	Hrs	2000		
2	Subtotal (excl. VAT)					R

3	Disbursements	Provisional Sum	R 45 000
4	VAT @ 15%		R
5	Tender sum		R

Work Package 6:

Business & Financial						
Item	Category of Service	Resource	Unit	Est. Quantity	Rate	Total Amount
1	Leader: Business and Financial Planning	Leader : Business & Finance	Hrs	2000		
2	Subtotal (excl. VAT)					R
3	Disbursements	Provisional Sum				R 30 000
4	VAT @ 15%					R
5	Tender sum				R	

Work Package 7

Project Management						
Item	Category of Service	Resource	Unit	Est. Quantity	Rate	Total Amount
1	Project Management	Project Manager	Hrs	2000		
2	Project Management	Project Manager: Risk, Reporting and Programme Management	Hrs	2000		
3	Project Management	Project Administrator	Hrs	2000		
4	Subtotal (excl. VAT)					R
5	Disbursement (Prov Sum)	Provisional Sum				R 60 000

6	VAT @ 15%		R
7	Tender sum		R

Work Package 8

Independent Facilitator						
Item	Category of Service	Resource	Unit	Est. Quantity	Rate	Total Amount
1	Independent Facilitator	Leader: Project Facilitator	Hrs	2000		
2	Independent Facilitator	Co-Facilitator	Hrs	2000		
3	Independent Facilitator	Administrator	Hrs	2000		
4	Subtotal (excl. VAT)					R
5	Disbursements (Prov Sum)	Provisional Sum				R 60 000
6	VAT @ 15%					R
7	Tender sum					R

Work Package 9

Work Package for Technical Advisor to Affected Operators						
Item	Category of Service	Resource	Unit	Est. Quantity	Rate	Total Amount
1	Taxi and Bus Industry Technical Advisor (TITA)	Project Management Lead Advisor	Hrs	4000		
2	Taxi and bus Industry Technical Advisor (TITA)	Transport Operations/Management and Planning	Hrs	4000		
3	Taxi and bus Industry Technical Advisor (TITA)	Transport Operations/Management and Planning	Hrs	4000		
4	Taxi and bus Industry Technical Advisor (TITA)	Financial and Business Planning Advisor	Hrs	4000		

5	Taxi and bus Industry Technical Advisor (TITA)	Legal advisor	Hrs	4000		
6	Taxi and bus Industry Technical Advisor (TITA)	Administrator	Hrs	4000		
7	Subtotal (excl. VAT)					R
8	Disbursements (Prov Sum)	Provisional Sum				R 120 000
9	VAT @ 15%					R
10	Tender sum				R	

PLEASE NOTE THAT :

THE ESTIMATED QUANTITIES ARE FOR BID EVALUATION PURPOSES ONLY.

TOTAL RATES PER SECTION WILL BE USED FOR BID EVALUATION COMPARISON PURPOSES ONLY.

PRICING INSTRUCTIONS

1. The amounts inserted in the Pricing schedule are deemed to include for all expenses, costs, profit, general obligations etc., necessary to carry out the professional services described in the various documents.
2. The client reserves the right, by giving written notice to the Consultant, to stop the progress of a particular project/stage at any time. Should the client exercise this right, the client will pay the Consultant for work done and expenses incurred only up to the time that the notice was given.

SIGNED ON BEHALF OF THE TENDERER:

Name of Tenderer.....

Name of Signatory.....

Capacity of Signatory.....

Signature Date

THE MSUNDUZI MUNICIPALITY

CONTRACT No. SCM 31 OF 25/26

A PANEL OF PROFESSIONAL SERVICES PROVIDERS
FOR IPTN – INTEGRATED PUBLIC TRANSPORT NETWORK FOR A PERIOD 36 MONTHS

DATA SHEET 1: INVITATION TO BID DOCUMENT

PART A

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE MSUNDUZI MUNICIPALITY					
BID NUMBER:	SCM 31 OF 25/26	CLOSING DATE:	03 FEBRUARY 2026	CLOSING TIME:	12H00
DESCRIPTION	A PANEL OF PROFESSIONAL SERVICES PROVIDERS FOR IPTN – INTEGRATED PUBLIC TRANSPORT NETWORK FOR A PERIOD 36 MONTHS				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX AT:

MSUNDUZI MUNICIPALITY'S CENTRAL STORES				
2 ABATTOIR ROAD (OFF KERSHAW STREET)				
PIETERMARITZBURG				
3201				
(Coordinates -29.6126297;30.3610014)				
SUPPLIER INFORMATION				
NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
SIGNATURE OF BIDDER	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	SCM Unit	CONTACT PERSON	Modiseemang O. Moleele
CONTACT PERSON	VUYANI MSIMANG	TELEPHONE NUMBER	033 392 2152
TELEPHONE NUMBER	033 – 392 2807	FACSIMILE NUMBER	N/A
FACSIMILE NUMBER	n/a	E-MAIL ADDRESS	SEE BELOW
E-MAIL ADDRESS	vuyani.msimang@msunduzi.gov.za	modiseemang.moleele@msunduzi.gov.za	

PART B

1. BID SUBMISSION:										
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE</p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p>										
2. TAX COMPLIANCE REQUIREMENTS										
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.</p> <p>2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>										
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS										
<table style="width: 100%; border: none;"> <tr> <td style="width: 70%;">3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?</td> <td style="width: 30%; text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> </table> <p>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</p>	3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO									
3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO									
3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO									
3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO									
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO									

**NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.
NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.**

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

THE MSUNDUZI MUNICIPALITY

CONTRACT No. SCM 31 OF 25/26

A PANEL OF PROFESSIONAL SERVICES PROVIDERS
FOR IPTN – INTEGRATED PUBLIC TRANSPORT NETWORK FOR A PERIOD 36 MONTHS

DATA SHEET 2: AUTHORITY TO SIGN DOCUMENT

I/We*, the undersigned, am/are* duly authorised to sign the tender document on behalf of

.....

by virtue of the Articles of Association/Resolution of the Board of Directors*, of which a certified copy is attached, or

Full Name of Signatory:

Capacity of Signatory:

Signature:

Date:

Witnesses:-

(1) Full Name:

Signature:Date.....

(2) Full Name:

Signature:Date.....

* ***Delete whichever is inapplicable or complete as indicated if none are applicable.***

THE MSUNDUZI MUNICIPALITY

CONTRACT No. SCM 31 OF 25/26

A PANEL OF PROFESSIONAL SERVICES PROVIDERS
FOR IPTN – INTEGRATED PUBLIC TRANSPORT NETWORK FOR A PERIOD 36 MONTHS

DATA SHEET 3: DECLARATION OF MUNICIPAL FEES

I/We do hereby declare that the Municipal Fees of *(Full Name of Tenderer)*

Is/are, as at the date of the tender closing, fully paid up, or arrangements have been concluded with the Municipality to pay the said Fees:-

DESCRIPTION

ACCOUNT No.

Electricity _____

Water _____

Rates _____

(Attach a copy of the current Utility Bill)

I/We acknowledge that should it be found that the Municipal Fees are not up to date, the Council may take such remedial action as it required, including termination of contract, and any income due to the Contractor shall be utilised to offset any monies due to the Council.

NB: If the Contractor is leasing the premises, a copy of the Lease Agreement must be submitted for adjudication purposes.

Full Name of Signatory.....

Capacity of Signatory.....

I.D. Number.....

Duly Authorised to sign on behalf of:-

Physical Address.....

.....

Signature.....Date.....

THE MSUNDUZI MUNICIPALITY

CONTRACT No. SCM 31 OF 25/26

A PANEL OF PROFESSIONAL SERVICES PROVIDERS
FOR IPTN – INTEGRATED PUBLIC TRANSPORT NETWORK FOR A PERIOD 36 MONTHS

DATA SHEET 4: DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

3.1 Full Name of bidder or his or her representative:

3.2 Identity Number:

3.3 Position occupied in the Company (director, trustee shareholder²):

.....

3.4 Company Registration Number:

3.5 Tax Reference Number:

3.6 VAT Registration Number:

3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

3.8 Are you presently in the service of the state? **YES / NO**

3.8.1 If yes, furnish particulars.

.....

¹MSCM Regulations: “in the service of the state” means to be –

(a) a member of –

(i) any municipal council;

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

“Shareholder” means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

3.9 Have you been in the service of the state for the past twelve months? **YES / NO**

3.9.1 If yes, furnish particulars

.....

3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?

YES / NO

3.10.1 If yes, furnish particulars

.....

3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?

YES / NO

3.11.1 If yes, furnish particulars

.....

3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state?

YES / NO

3.12.1 If yes, furnish particulars

.....

3.13 Are any spouse, child or parent of the company's directors trustees, managers, principle shareholders or stakeholders in service of the state?

YES / NO

3.13.1 If yes, furnish particulars

.....

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

3.14.1 If yes, furnish particulars:

.....

4. Full details of Directors / Trustees / Members / Shareholders.

Full Name	Identity Number	State Employee Number

CERTIFICATION

I, THE UNDERSIGNED, (NAME)

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT.

I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
 Signature

.....
 Date

.....
 Position

.....
 Name of Bidder

THE MSUNDUZI MUNICIPALITY

CONTRACT No. SCM 31 OF 25/26

A PANEL OF PROFESSIONAL SERVICES PROVIDERS
FOR IPTN – INTEGRATED PUBLIC TRANSPORT NETWORK FOR A PERIOD 36 MONTHS

DATA SHEET 5: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT
PRACTICES

- 1 This Municipal Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be rejected if that bidder, or any of its directors have:
 - a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
 - b. been convicted for fraud or corruption during the past five years;
 - c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- 4 ***In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.***

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		

4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED, (NAME)

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT.

I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

THE MSUNDUZI MUNICIPALITY

CONTRACT No. SCM 31 OF 25/26

A PANEL OF PROFESSIONAL SERVICES PROVIDERS
FOR IPTN – INTEGRATED PUBLIC TRANSPORT NETWORK FOR A PERIOD 36 MONTHS

DATA SHEET 6: CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *per se* prohibited meaning that it cannot be justified under any grounds.
3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and

conditions or delivery particulars of the products or services to which this bid invitation relates.

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

³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

THE MSUNDUZI MUNICIPALITY

CONTRACT No. SCM 31 OF 25/26

A PANEL OF PROFESSIONAL SERVICES PROVIDERS
FOR IPTN – INTEGRATED PUBLIC TRANSPORT NETWORK FOR A PERIOD 36 MONTHS

DATA SHEET 7: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL
APPLICABLE TAXES INCLUDED)

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

* Delete if not applicable

1. Are you by law required to prepare annual financial statements for auditing?

***YES / NO**

- 1.1 If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.

.....

.....

2. Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?

***YES / NO**

- 2.1 If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.

- 2.2 If yes, provide particulars.

.....

.....

3. Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?

***YES / NO**

- 3.1 If yes, furnish particulars

-
-
4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?

***YES / NO**

- 4.1 If yes, furnish particulars
-
-

CERTIFICATION

I, THE UNDERSIGNED, (NAME)

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT.

I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

THE MSUNDUZI MUNICIPALITY

CONTRACT No. SCM 31 OF 25/26

A PANEL OF PROFESSIONAL SERVICES PROVIDERS
FOR IPTN – INTEGRATED PUBLIC TRANSPORT NETWORK FOR A PERIOD 36 MONTHS

TENDER FORM

The Municipal Manager
City Hall
PIETERMARITZBURG
3201

Dear Sir,

Having examined the Conditions of Tender, Specifications, Tender, Legislation and Drawings of the above contract, I/we offer to supply and deliver the whole of the said Works in conformity with the Conditions of Tender, Specifications, Tender, Legislation and Drawings, save as amended by any modifications as set out in Annexure “A” herein, for the prices as indicated on the Bill of Quantities herein, the **Bill of Quantities Sum Total (Including VAT)** being as follows:

R _____

In Words _____

In the event of there being any errors of extension or addition to the prices in the Bill of Quantities, I/we agree to their being corrected, the unit prices being taken as correct.

I/We are registered VAT vendors. I/We agree to undertake the works within the time frames as stated in this contract document.

I/We certify that I/we have satisfied myself/ourselves that the particulars inserted on all required Affidavits (if applicable) are complete and correct.

I/We confirm that I am/we are fully acquainted with the current South African laws and regulations applicable to this contract including inter alia those laws to which my/our attention has been drawn in the Legislation section of this document.

I/We are registered VAT vendors and my/our VAT vendor registration number is:

I/We are formally associated by written agreement with the following firms, corporations or companies:

(Enter Nil if no affiliations)

I/We are fully paid-up members in good standing of the following organisation(s):

(Enter Nil if no affiliations)

I/We bank at the _____

Branch of _____

Where I/we have a _____ account.

Tender Deposit Receipt No. _____
(Include a copy of the Tender Deposit Receipt only if purchased at the Municipality)

It is agreed and understood that should there be any changes on the banking details provided for the entity, a duly signed resolution by all its directors and minutes whereby a resolution for changing the banking details was passed will be submitted to Council including the original letter from the bank confirming the details.

It is agreed and understood that this tender is valid for four (4) months from the date hereof and that it, together with your final letter of acceptance, shall constitute a binding Contract between us.

I/We understand that the Council is not bound to accept the highest or any tender and acknowledge that the Head: Supply Chain Management may, in her absolute discretion if good and sufficient grounds are brought to her attention in writing within five (5) working days from the date of closing of tenders, decline to consider my/our offer.

I/We, the undersigned, warrants that I am/We are duly authorised to do so on behalf of the enterprise, certifies that the enterprise complies with all statutory and municipal requirements and that the information supplied in terms of this documents with additional information is correct and accurate and acknowledges that if the information supplied is found to be incorrect then the Msunduzi Municipality in addition to any remedies, it may have: may:-

- i Recover from the Enterprise all costs, losses or damages incurred or sustained by the Municipality as result of the award of the contract, and /or
- ii Cancel the contract and claim any damages which the Municipality may suffer by having to make less favourable arrangements after such cancellations, and/or
- iii Impose a penalty on the Enterprise as provided in the Tender Document, and/or
- iv Take any other action as may be deemed necessary.

I/we further undertake to submit documentary proof regarding any tendering issue to the Council when so required.

Full Name of Signatory.....

Capacity of Signatory.....

I.D. Number.....

Duly Authorised to sign on behalf of.....

Physical Address.....

SIGNATURE.....DATE.....

THE MSUNDUZI MUNICIPALITY

CONTRACT No. SCM 31 OF 25/26

A PANEL OF PROFESSIONAL SERVICES PROVIDERS
FOR IPTN – INTEGRATED PUBLIC TRANSPORT NETWORK FOR A PERIOD 36
MONTHS

ALTERATIONS BY TENDERER

PAGE	SECTION OR ITEM	PROPOSED DEPARTURE/MODIFICATION

SIGNATURE..... DATE.....

THE MSUNDUZI MUNICIPALITY

CONTRACT No. SCM 31 OF 25/26

**A PANEL OF PROFESSIONAL SERVICES PROVIDERS
FOR IPTN – INTEGRATED PUBLIC TRANSPORT NETWORK FOR A PERIOD 36
MONTHS**

OCCUPATIONAL HEALTH AND SAFETY ACT (ACT No. 85 OF 1993)

SECTION 37(1)

Whenever an employee does or omits to do any act which would be an offence in terms of this Act for the employer of such employee or a user to do or omit to do, then, it is proved that –

- (a) in doing or omitting to do the act the employee was acting without connivance or permission of the employer or any such user;*
- (b) it was not under any condition or in any circumstance within the scope of the authority of the employee to do or omit to do an act, whether lawful or unlawful, of the character of the act or omission charged; and*
- (c) all reasonable steps were taken by the employer or any such user to prevent any act or omission of the kind in question,*

the employer or any such user himself shall be presumed to have done or omitted to do that act, and shall be liable to be convicted and sentenced in respect thereof; and the fact that he issued instructions forbidding any act or omission of the kind in question shall not, in itself, be accepted as sufficient proof that he took all reasonable steps to prevent the act or omission.

SECTION 37(2)

The provisions of subsection (1) shall “mutatis mutandi” apply in the case of a mandatory of any employer or user, except if the parties have agreed in writing to the arrangements and procedures between them to ensure compliance by the mandatory with the provisions of this Act.

ACCEPTANCE BY MANDATORY

In terms of the provisions of Section 37(2) of the Occupational Health and Safety Act 85 of 1993,
I, _____

(Name of PRINCIPAL CONTRACTOR / Representative) acting for and on behalf of

(Name of PRINCIPAL CONTRACTOR / Company) undertake to ensure that the requirements
and provisions of the Health and Safety Specifications issued by the client at the following site:

(Name of Site) are complied with in the following manner:

- To produce, review, monitor and enforce a Health and Safety Plan which has been approved by the Client, an Agent for the Client or a Principal Contractor;
- To include a risk assessment in the Health and Safety Plan which identifies all hazards pertaining to the project;
- To ensure that all relevant documentation required by the Occupational Health and Safety Act and Regulations, including the Construction Regulations, the Compensation for Occupational Injuries and Diseases Act as well as any other statutory laws as amended from time to time is available on site in the health and safety file;
- Enforce precautionary measures stipulated in the risk assessments.

The person signing this agreement confirms that he/she has the authority to so sign and to bind his/her employer, the said Contractor.

Signature: _____ Date: _____
(on behalf of PRINCIPAL CONTRACTOR)

Signature: _____ Date: _____
(CLIENT- Msunduzi Municipality)

Print Name: _____
(Name of CLIENT Representative)

THE MSUNDUZI MUNICIPALITY**CONTRACT No. SCM 31 OF 25/26****A PANEL OF PROFESSIONAL SERVICES PROVIDERS
FOR IPTN – INTEGRATED PUBLIC TRANSPORT NETWORK FOR A PERIOD 36
MONTHS****PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL
PROCUREMENT REGULATIONS 2022**

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
- 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 The value of this bid is estimated not to exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 Preference Point System shall be applicable.
- 1.3 Points for this bid shall be awarded for:
- (a) Price; and
 - (b) Specific Goals.
- 1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and Specific Goals must not exceed	100

- 1.5 Failure on the part of a bidder to submit proof or documentation required in terms of this tender to claim points for specific goals, if the bidder did not submit proof or documentation required to claim for specific goals 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 bid 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) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (b) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“Functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (d) **“highest acceptable tender”** means a tender that complies with all specifications and conditions of tender and that has the highest price compared to other tenders;
- (e) **“lowest acceptable tender”** means a tender that complies with all specifications and conditions of tender and that has lowest price compared to other tenders;
- (f) **“price”** means amount of money tendered for good or services, and includes all applicable taxes less all unconditional discounts;
- (g) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (h) **“Rand Value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation;
- (i) **“specific goals”** means specific goals as contemplated in section 2(1)(d) of the Act which may include contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability including the implementation of programmes of the Reconstruction and Development Programme as published in Government Gazette No. 16085 dated 23 November 1994;
- (j) **“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;
- (k) **“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;

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:

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

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:

80/20	or	90/10
$P_s = 80 \left(1 + \frac{P_t - P_{\max}}{P_{\max}} \right)$	or	$P_s = 90 \left(1 + \frac{P_t - P_{\max}}{P_{\max}} \right)$

Where: -

P_s = Points scored for price of bid under consideration
 P_t = Price of bid 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.
- 4.2 For the purpose of this tender points will be allocated in accordance with the specific goals as outlined in the Tender Document specification and must be supported by proof / documentation stated therein.
- 4.3 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

5. SUB-CONTRACTING

5.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES		NO	
-----	--	----	--

5.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted.....%?

ii) The name of the sub-contractor.....

iii) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES		NO	
-----	--	----	--

iv) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2022:

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Co-operative owned by black people		
Black people who are military veterans		
OR		
Msunduzi EME		
Msunduzi Manufacturing Enterprise		
Location of a Business Enterprise		

6. DECLARATION WITH REGARD TO COMPANY/FIRM

6.1 Name of company/firm.....

6.2 VAT registration number.....

6.3 Company registration number.....

6.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

6.5 **DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....

.....

.....

.....

6.6 **COMPANY CLASSIFICATION**

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

6.7 **MUNICIPAL INFORMATION**

Municipality where business is situated.....

Registered Account Number:

Stand Number:

6.8 Total number of years the company/firm has been in business.....

6.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I / we 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 5.2, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser 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 purchaser may, in addition to any other remedy it may have –
- (a) disqualify the person from the bidding 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 bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

WITNESSES:

1.

2.

.....

SIGNATURE(S) OF BIDDER(S)

DATE:.....

ADDRESS:

.....

.....

THE MSUNDUZI MUNICIPALITY

CONTRACT No. SCM 31 OF 25/26

A PANEL OF PROFESSIONAL SERVICES PROVIDERS
FOR IPTN – INTEGRATED PUBLIC TRANSPORT NETWORK FOR A PERIOD 36
MONTHS

TAX CLEARANCE CERTIFICATE

Please attach hereto a Tax Compliance Status
Verification Pin issued by SARS as required in
terms of Regulation 16 of the Preferential
Procurement Regulations, 2001

THE MSUNDUZI MUNICIPALITY

CONTRACT No. SCM 31 OF 25/26

A PANEL OF PROFESSIONAL SERVICES PROVIDERS
FOR IPTN – INTEGRATED PUBLIC TRANSPORT NETWORK FOR A PERIOD 36
MONTHS

CIPC REGISTRATION CERTIFICATE

Please attach hereto proof of registration with the
Companies and Intellectual Property Commission
(CIPC)

THE MSUNDUZI MUNICIPALITY

CONTRACT No. SCM 31 OF 25/26

A PANEL OF PROFESSIONAL SERVICES PROVIDERS
FOR IPTN – INTEGRATED PUBLIC TRANSPORT NETWORK FOR A PERIOD 36
MONTHS

CENTRAL SUPPLIER DATABASE (CSD) REGISTRATION REPORT

Please attach hereto proof of registration with the
Central Supplier Database (CSD)

THE MSUNDUZI MUNICIPALITY

CONTRACT No. SCM 31 OF 25/26

**A PANEL OF PROFESSIONAL SERVICES PROVIDERS
FOR IPTN – INTEGRATED PUBLIC TRANSPORT NETWORK FOR A PERIOD 36
MONTHS**

COMPACT DISC (CD) OR USB-FLASH DRIVE

The Compact Disc (CD) or USB-Flash Drive should be submitted in a sealed envelope and attached hereto.

The Disc(CD) or USB -flash drive may assist both Municipality and bidders in case of dispute with regards to the contents of the bid submitted, the scanned copy may serve as the secondary verification method.

SIGNED ON BEHALF OF THE SERVICE PROVIDER:

Name of Service Provider

Name of Signatory:

Capacity of Signatory:

Signature Date

All literature and attachments submitted must be securely attached to the tender.

The Council shall not be held liable for any loss or damages sustained due to the Service Provider's failure to comply with this condition.

