



REQUEST FOR TENDERS

Tender No.: SCMU10-25/26-0015

FOR

SPECIALIST SERVICE PROVIDER TO DEVELOP AN INTEGRATED PUBLIC TRANSPORT SYSTEM BASED ON SELECTED ROUTES THAT OPERATE THROUGH SELECTED MUNICIPALITIES WITHIN EASTERN CAPE PROVINCE

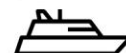
Issued by:

Province of the Eastern Cape
Department of Transport

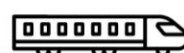
Private Bag X0023
BHISHO
5605

c/o Fleming Street & Cowan Close
KING WILLIAM'S TOWN
5601

NAME OF TENDERER:



TENDER No.: SCMU10-25/26-0015
SPECIALIST SERVICE PROVIDER TO DEVELOP AN INTEGRATED PUBLIC TRANSPORT SYSTEM
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PROVINCE OF THE EASTERN CAPE: DEPARTMENT OF TRANSPORT

TENDER NO.: SCMU10-25/26-0015

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THE TENDER



PART T1: TENDER PROCEDURES



**SPECIALIST SERVICE PROVIDER TO DEVELOP AN INTEGRATED PUBLIC TRANSPORT SYSTEM
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T 1.1 NOTICE AND INVITATION TO TENDER

The Department of Transport of the Province of Eastern Cape, as the Employer, hereby invites tenders from specialist service providers to develop an Integrated Public Transport System based on selected routes that operate through selected municipalities within Eastern Cape Province

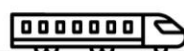
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The PSP will need to have extensive experience in, transport engineering, research skills and capabilities, transport planning policy, strategy, and framework development, implementation of project of this nature and consultation and liaison.

In terms of the Preferential Procurement Policy Framework Act (Act 5 of 2000) as amended and 2017 Regulations thereto and points for B-BBEE status, tenders shall be evaluated on price based on the 80/20 preference point system and 2022 Regulations thereto and Preferential Specific Goal Points.

Professional Services Providers to provide bids for:

TENDER NO.: SCMU10-25/26-0015	
Description	Tender Closing Date and Time
Specialist Service Provider to develop an integrated public transport system based on selected routes that operate through selected municipalities within Eastern Cape Province	06/10/2025 : 11:00am



SPECIALIST SERVICE PROVIDER TO DEVELOP AN INTEGRATED PUBLIC TRANSPORT SYSTEM BASED ON SELECTED ROUTES THAT OPERATE THROUGH SELECTED MUNICIPALITIES WITHIN EASTERN CAPE PROVINCE

Tenders are invited for **Specialist Service Provider develop an Integrated Public Transport System based on selected routes that operate through selected municipalities within Eastern Cape Province**

The Province of the Eastern Cape Department of Transport, as the Employer, hereby invites tenders from Specialist Service Provider to develop an Integrated Public Transport System based on selected routes that operate through selected municipalities within Eastern Cape Province

The 80:20 preferential points system will be applicable with 80 points for price and preference participation goals scoring a maximum of 20 points.

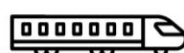
Tender documents are obtainable from www.etender.gov.za or www.ectransport.gov.za from July 2025.

Queries relating to the issue of the specification may be addressed to Mr. P. Mtikrakra, Tel No. 079 889 3732, e mail: phathuxolo.mtikrakra@ectransport.gov.za. SCM enquiries may be directed to P. Ngikashhe @ tenders@ectransport.gov.za.

Compulsory clarification meeting will take place on teams, **22 September 2025, 10h00** Virtual platform. Click the link “ [Join the meeting now](#) (press Ctrl + Link) to join the meeting.

The closing time for receipt of tenders is **at 11:00am, 06 October 2025**. Tenders shall be deposited at the tender at the Department of Transport, Entrance Foyer C, Stellenbosch Park Building, c/o Fleming Street & Cowan Close, King William's Town. Telegraphic, telephonic, telex, facsimile, e-mail and late tenders will not be accepted.

Tenders may only be submitted on the tender documentation that is issued. Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.



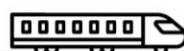
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T1.2 TENDER DATA

The Standard Conditions of Tender make several references to the Tender Data which specifically applies to this tender. The Tender Data shall take precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender. Each item of data given below shall be cross-referenced to the Clause in the Standard Conditions of Tender to which it mainly applies.

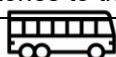
The following variations, amendments and additions to the Standard Conditions of Tender, as set out below, shall apply to this tender:

Clause number	Description / Comment
1.1	The Employer is the Department of Transport, Province of the Eastern Cape
1.2	<p>The Project Document issued by the Employer comprises the following:</p> <p>THE TENDER</p> <p>Part T1: Tendering procedures:</p> <ul style="list-style-type: none"> T1.1 Tender notice and invitation to tender T1.2 Tender data T1.3 Standard Conditions of tender <p>Part T2: Returnable documents:</p> <ul style="list-style-type: none"> T2.1 Returnable schedules for tender evaluation T2.2 Other documents required for tender evaluation T2.3 Returnable schedules that will be incorporated into the contract <p>THE CONTRACT</p> <p>Part C1: Agreements and contract data</p> <ul style="list-style-type: none"> C1.1 Form of offer and Acceptance C1.2 Contract data C1.4 Agreement in terms of Occupational Health and Safety Act <p>Part C2: Pricing data</p> <ul style="list-style-type: none"> C2.1. Pricing instructions C2.2. Schedule of Quantities <p>Part C3: Scope of work</p> <p>Appendices</p>
1.4	<p>The name and contact details of the employer's agent are as follows:</p> <p>Mr. B. Makambi Department of Transport Private Bag X0023 BHISHO 5605 Cell. 071 677 5331 E-mail: butise.makambii@ectransport.gov.za</p>
2.1	<p>Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders and will be considered responsive:</p> <p>Company Experience:</p> <ol style="list-style-type: none"> 1. A company must have performed a minimum of five (5) contracts of the same



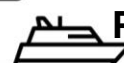
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Clause number	Description / Comment
	<p>range and size, performed within the last five (5) years</p> <p>Key Personnel:</p> <p>1. Project Manager: must have a minimum qualification of Degree NQF LEVEL (8) in Transport Planning or Transport Economic or Transport Engineering field with a minimum of five (5) years' experience in the field.</p> <p>2. Other Personnel must have experience in the following:</p> <ul style="list-style-type: none"> • In Transport Engineering with a minimum three (3) years of experience in the field. • NQL Level (7) in Transport Economics with a minimum three (3) years of experience in the field. • in Transport Planning with a minimum three (3) years of experience in the field. <p>Tenderers shall attach a Reference Letter or Award Letter and must be in the client's letter heads, incorporating the following details:</p> <ul style="list-style-type: none"> • Customer • Nature of work • Duration of the contract • Year completed • Customer contact <p>NB: Failure to meet any of the above minimum requirements may render the bidder non-responsive and will not be considered.</p> <p>3. The duration of the entire project (assessment and the compilation of a comprehensive IPTN plan) will be eighteen (18) months after the awarding of tender. Phase 1 to be completed within eight (08) months and phase 2 within ten (10) months</p>
2.3	Delete the wording "... and notify the employer of any discrepancy ..." and replace with: ".....and notify the employer's agent of any discrepancy....."
2.7	Compulsory clarification meeting will take place. 2025; at 09h30 Virtual Platform and the link will be shared
2.11	<p>Add the following to this Clause:</p> <p>"In order to correct any errors, or to make alterations, or in the event of a mistake having been made in the Pricing Data, it shall be neatly crossed out in non-erasable ink and all signatories to the tender offer shall initial such alterations."</p>



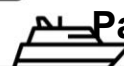
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Clause number	Description / Comment
2.12	No alternative tender offers will be accepted by the Employer.
2.13.1 & 2.13.3	<p>The original and completed tender document (refer Clause F.1.2) shall be returned with all the required information supplied, duly completed in non-erasable ink and in all aspects.</p> <p>The Tender Document is not to be disassembled. Any additional returnable are to be submitted in a separate ring-bound document.</p> <p>The tender offer shall be submitted without any copies.</p>
2.13.5	<p>The Employer's address for delivery of tender offers is: Tender Box Department of Transport Entrance Foyer C Stellenbosch Park Building c/o Fleming Street & Cowan Close, KING WILLIAM'S TOWN and identification details to be shown on the tender offers are: TENDER NO.: SCMU: SPECIALIST SERVICE PROVIDER TO DEVELOP AN INTEGRATED PUBLIC TRANSPORT SYSTEM BASED ON SELECTED ROUTES THAT OPERATE THROUGH SELECTED MUNICIPALITIES WITHIN EASTERN CAPE PROVINCE</p>
2.13 & 3.5	A two-envelope procedure will not be followed.
2.15	The closing time for submission of tender offers is the 2025 at 11:00am.
2.15	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
2.16	The tender offer validity period is 90 days.
2.23	<p>The following certificates / information are to be provided with the tender offer or within three days of receipt of the Employer's or his Agent's written request to submit same:</p> <ul style="list-style-type: none"> a) Original valid Tax Clearance Certificate, or a unique security personal identification number (PIN) issued by the SA Revenue Services (in terms of the Preferential Procurement Regulations, 2001 published in Government Gazette No. 22549 dated 10 August 2001), b) Certified copy of VAT Registration Certificate (if VAT number is not included in tax clearance certificate), c) Certified copy of Letter of Good Standing issued by the Department of Labour in terms of Act 130 of 1993, d) Certified copy of Unemployment Insurance Fund Certificate of Compliance in terms of Act 4 of 2002, e) Certified copy of Certificate of Incorporation (if tenderer is a Company), f) Certified copy of Founding Statement (if tenderer is a Closed Corporation), g) Certified copy of Partnership Agreement (if tenderer is a Partnership), h) Certified copy of Identity Document (if tenderer is a One-man concern), i) Joint Venture Agreement (if tenderer is a Joint Venture), and j) Curriculum vitae of the person who prepares the Health and Safety Plan.
3.1.1	Amend the wording "five working days" to read "seven working days."



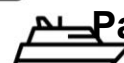
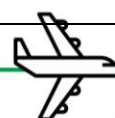
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Clause number	Description / Comment
	Working days shall be as per a normal working week, Monday to Friday between the hours of 09h00 and 16h00 and shall exclude all gazetted public holidays.
3.2	Amend the wording “three days” to read “three working days.”
3.4	The time and location for opening of the tender offers are: Time: 11:00 on 2025 Location: Entrance Foyer C, Stellenbosch Park Building, c/o Fleming Street & Cowan Close
3.5	A two-envelope procedure will not be followed.
3.8.2	Amend the contents of Clause F.3.8.2 to read as follows: “A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviations or qualification. A material deviation or qualification is one which, in the employer’s opinion, would: (a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work, (b) significantly change the employer’s or the tenderer’s risks and responsibilities under the contract, (c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified, or (d) indicate that the tenderer or tender does not comply with all the legal and statutory requirements. In addition to the above and in compliance with the requirements of Clause F.2.1, should the tenderer fail to offer the specified equipment, the tender shall be regarded as non-responsive. Reject a non-responsive tender offer and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.”
3.11.1	Tenders will be evaluated in terms of that specified in the Tender Data as well as the Employer’s latest Supply Chain Management Policy. The method for the evaluation of responsive tenders shall be Method 1: Financial Offer and Preference as described under Clause F.3.11.2.
3.11.7	The financial offer shall be scored using Formula 2, Option 1 within Table F.1 with the value of $W_1 = 80$.
3.11.8	Up to 100 minus W_1 tender evaluation points will be awarded to tenderers on the basis of the data supplied under Part 2 – Returnable Documents and Schedules of the Tender Portion. Tender evaluation points will be awarded to responsive tenderers who complete T2.2.K (SBD 6.1) Preference Points Claim Form in terms of the Preferential Procurement Regulations and who are found to be eligible for the preference so claimed. Preference points shall be scored in accordance with the Department: National Treasury’s Revised Preferential Procurement Regulations and the Broad-based Black Economic



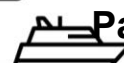
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Clause number	Description / Comment																																	
	<p>Empowerment Act.</p> <p>Preference points will be awarded to a tenderer for attaining the B-BBEE Status Level of Contribution in accordance with the table below:</p> <table><tr><th colspan="3">PREFERENTIAL SPECIFIC GOALS POINTS TABLE</th></tr><tr><th>The specific goals allocated points in terms of this tender</th><th>Number of points allocated (80/20 system) (To be completed by the organ of state)</th><th>Number of points claimed (80/20 system) (To be completed by the tenderer)</th></tr><tr><td colspan="3">Historically Disadvantaged Individuals</td></tr><tr><td>Black ownership</td><td>10</td><td>% ownership as per CIPC / CSD</td></tr><tr><td>Women ownership</td><td>5</td><td>% ownership as per CIPC / CSD</td></tr><tr><td>Locality</td><td colspan="2"></td></tr><tr><td>(a) Preferred address in the Eastern Cape</td><td>5</td><td>CSD report</td></tr><tr><td>(b) Alternative address in the Eastern Cape</td><td>3</td><td>CSD report</td></tr><tr><td>(c) Outside Eastern Cape no satellite office in Eastern Cape:</td><td>1</td><td></td></tr><tr><td>(i) Including preferred address</td><td></td><td></td></tr><tr><td>(ii) Alternative address</td><td></td><td></td></tr></table> <p>Eligibility for preference points will be determined as follows:</p>	PREFERENTIAL SPECIFIC GOALS POINTS TABLE			The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)	Historically Disadvantaged Individuals			Black ownership	10	% ownership as per CIPC / CSD	Women ownership	5	% ownership as per CIPC / CSD	Locality			(a) Preferred address in the Eastern Cape	5	CSD report	(b) Alternative address in the Eastern Cape	3	CSD report	(c) Outside Eastern Cape no satellite office in Eastern Cape:	1		(i) Including preferred address			(ii) Alternative address		
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	<p>a) Valuation of preference points is based on tenderers' scorecards in accordance with the Construction Sector Codes of Practice promulgated in Gazette 32305 on 5 June 2009, or the Department of Trade and Industry (DTI) Generic Scorecard.</p> <p>b) The Verification Certificate must be current, meaning that it must have been issued more recently than 12 (twelve) months prior to the tender closing date.</p> <p>c) If a tenderer has failed to submit an acceptable Verification Certificate, a period of 24 hours will be granted to re-submit a valid Verification Certificate.</p> <p>d) Failure to submit any valid Verification Certificate will result in the award of 0 (zero) points for preference.</p> <p>e) In the event of a joint venture or consortium, each member of such an association shall comply with the above requirements.</p>																																	



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	f) Calculation of the specific goals points for a Joint venture will be based as per the Joint Venture agreement, that must be submitted by the tenderers.
3.13	<p>Replace the entire contents of Clauses F.3.13 e) and F.3.13 f) with the following:</p> <p>“</p> <ul style="list-style-type: none"> e) complies with all legal and statutory requirements, f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest, g) is in possession of an original valid Tax Clearance Certificate issued by the South African Revenue Services or has made arrangements to meet outstanding tax obligations and can provide proof thereof, h) or any of its directors or shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector, i) has not: <ul style="list-style-type: none"> (i) abused the employer's Supply Chain Management System, or (ii) failed to perform on any previous contract and has been given a written notice to this effect, j) has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process, k) is registered and in good standing with the compensation fund or with a licensed compensation insurer; l) has, in terms of the Construction Regulations (2003) and the Occupational Health and Safety Act (1993), the necessary competencies and resources to carry out the work safely, m) has correctly completed and signed the Form of Offer and Acceptance.”
3.17	The number of copies of the signed contract to be provided by the employer is one .



T1.3 STANDARD CONDITIONS OF TENDER

These standard conditions of tender and Contract Law shall be applicable to this Quotation and obtainable by visiting the National Treasury website at www.treasury.gov.za.

- Bidders must familiarize themselves with these GCCs

1 GENERAL

1.1 Actions

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

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

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

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

1.2 Tender Documents

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

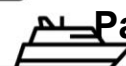
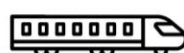
1.3 Interpretation

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

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

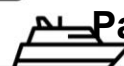
1.3.3 For the purposes of these conditions for the calling for expressions of interest, the following definitions apply:

- a) **conflict of interest** means any situation in which:
 - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;



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- ii) an individual or organization is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
 - iii) incompatibility or contradictory interests exist between an employee and the organisation which employs the employee.
- b) **comparative offer** means the tenderer's financial offer after all tendered parameters that will affect the value of the financial offer have been taken into consideration in order to enable comparisons to be made between offers on a comparative basis



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- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels
- e) **quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs

1.4 Communication and employer's agent

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be read, copied and recorded. Communications shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

1.5 The employer's right to accept or reject any tender offer

1.5.1 The employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such cancellation and rejection, but will give written reasons for such action upon written request to do so.

1.5.2 The employer may not subsequent to the cancellation or abandonment of a tender process or the rejection of all responsive tender offers re-issue a tender covering substantially the same scope of work within a period of six months unless only one tender was received and such tender was returned unopened to the tenderer.

1.6 Procurement procedures

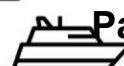
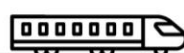
1.6.1 General

Unless otherwise stated in the tender data, a contract will, subject to 3.13, be concluded with the tenderer who in terms of 3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

F1.6.2 Competitive negotiation procedure

1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of 3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of 3.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

1.6.2.2 All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of 2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.



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1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to make a fresh tender offer, based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

1.6.2.4 The contract shall be awarded in accordance with the provisions of 3.11 and 3.13 after tenderers have been requested to submit their best and final offer.

1.6.3 Proposal procedure using the two stage-system

1.6.3.1 Option 1

Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the tender data, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.

1.6.3.2 Option 2

1.6.3.2.1 Tenderers shall submit in the first stage only technical proposals. The employer shall involve all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.

1.6.3.2.2 The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data, and award the contract in terms of these conditions of tender.

2 TENDERER'S OBLIGATIONS

2.1 Eligibility

2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.

2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to involve the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

2.2 Cost of tendering

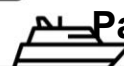
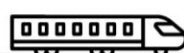
Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

2.3 Check documents

Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.

2.4 Confidentiality and copyright of documents

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.



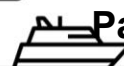
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2.5 Reference documents

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

2.6 Acknowledge addenda

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.



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2.7 Clarification meeting

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.

2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the employer at least five working days before the closing time stated in the tender data.

2.9 Insurance and Indemnity

Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance. The tenderer agrees and hereby undertakes to indemnify, defend and save harmless, the Employer, its officers, employees and agents from and against any and all liability, damages, claims, thefts, losses, suits and actions (including but not limited to, any and all costs and expenses related thereto) brought or alleged against the Employer, its officers, employees and agents on account of allegations of or actual false arrest, violation of applicable security regulations, searches, liable, slander, theft or injury to or death of any person or damage to or destruction of any property of any party, directly or indirectly, arising out of or in any way related to or resulting from the negligent act or omission pursuant to this Agreement, excepting, however, such liability damages, claims, penalties, thefts, fines, losses, suits and action that are caused by a negligent act or omission of the Employer, its officers, employees and agents. The Contractor's liability under this indemnity shall be limited to the Public and Product Liability insurance coverage.

2.10 Pricing the tender offer

2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT)), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.

F2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

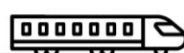
2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

2.11 Alterations to documents

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.

2.12 Alternative tender offers

2.12.1 Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.



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2.12.2 Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

2.13 Submitting a tender offer

2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner, whom the employer shall hold liable for the purpose of the tender offer.

2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.

2.13.8 Accept that the employer shall not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

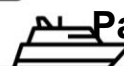
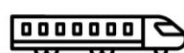
2.14 Information and data to be completed in all respects

Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.

2.15 Closing time

2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.

2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.



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2.16 Tender offer validity

2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.

2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.

2.16.4 Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of 2.13 with the packages clearly marked as "SUBSTITUTE".

2.17 Clarification of tender offer after submission

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

Note: Sub-clause F217 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.

2.18 Provide other material

2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.

2.19 Inspections, tests and analysis

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.

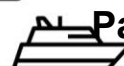
2.20 Submit securities, bonds, policies, etc.

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

2.21 Check final draft

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

2.22 Return of other tender documents

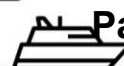


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If so instructed by the employer, return all retained tender documents within 28 days after the expiry of the validity period stated in the tender data.

2.23 Certificates

Include in the tender submission or provide the employer with any certificates as stated in the tender data.



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3 THE EMPLOYER'S UNDERTAKINGS

3.1 Respond to clarification

3.1.1 Unless otherwise stated in the tender Data, respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.

3.1.2 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

- a) An individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
- b) The new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
- c) In the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who drew documents.

3.3 Return late tender offers

Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

3.4 Opening of tender submissions

3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

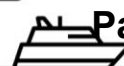
3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, preferences claimed and time for completion for the main tender offer only.

3.4.3 Make available the record outlined in 3.4.2 to all interested persons upon request.

3.5 Two-envelope system

3.5.1 Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

3.5.2 Evaluate the quality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will



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be opened. Open only the financial proposals of tenderers, who score in the quality evaluation more than the minimum number of points for quality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened

financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for quality.

3.6 Non-disclosure

Do not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

3.7 Grounds for rejection and disqualification

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

3.8 Test for responsiveness

3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:

- a) meets the requirements of these Conditions of Tender,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.

3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or
- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

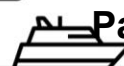
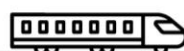
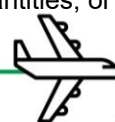
Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

3.9 Arithmetical errors

3.9.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.

3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with 3.11 for:

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the pricing schedule or bills of quantities; or

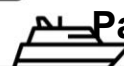


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c) arithmetic errors in:

- i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
- ii) the summation of the prices.

3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.



3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

- a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderers addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

3.10 Clarification of a tender offer

Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

3.11 Evaluation of tender offers

3.11.1 General

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate them using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

3.11.2 Method 1: Financial offer

In the case of a financial offer:

- a) Rank tender offers from the most favourable to the least favourable comparative offer.
- b) Recommend the highest ranked tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- c) Re-rank all tenderers should there be compelling and justifiable reasons not to recommend the highest ranked tenderer and recommend the highest ranked tenderer, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated.

3.11.3 Method 2: Financial offer and preference

In the case of a financial offer and preferences:

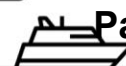
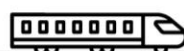
- a) Score each tender in respect of the financial offer made and preferences claimed, W any, in accordance with the provisions of 3.1 1.7 and 3.1 1.8.
- b) Calculate the total number of tender evaluation points (T_{EV}) in accordance with the following formula:

$$T_{EV} = N_{FO} + N_P$$

where: N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with 3.11.7;

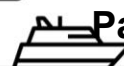
N_P is the number of tender evaluation points awarded for preferences claimed in accordance with 3.11.8.

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- d) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.



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- e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points, and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated



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3.11.4 Method 3: Financial offer and quality

In the case of a financial offer and quality:

- a) Score each tender in respect of the financial offer made and the quality offered in accordance with the provisions of 3.11.7 and 3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.
- b) Calculate the total number of tender evaluation points (T_{EV}) in accordance with the following formula:

$$T_{EV} = N_{FO} + N_Q$$

where: N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with 3.11.7;

N_Q is the number of tender evaluation points awarded for quality offered in accordance with 3.11.9.

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- d) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated.

3.11.5 Method 4: Financial offer, quality and preferences

In the case of a financial offer, quality and preferences:

- a) Score each tender in respect of the financial offer made, preference claimed, if any, and the quality offered in accordance with the provisions of 3.11.7 to 3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.
- b) Calculate the total number of tender evaluation points (T_{EV}) in accordance with the following formula, unless otherwise stated in the Tender Data:

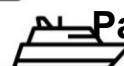
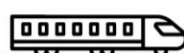
$$T_{EV} = N_{FO} + N_P + N_Q$$

where: N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with 3.11.7;

N_P is the number of tender evaluation points awarded for preferences claimed in accordance with 3.11.8.

N_Q is the number of tender evaluation points awarded for quality offered in accordance with 3.11.9.

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- d) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated.



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3.11.6 Decimal places

Score financial offers, preferences and quality, as relevant, to two decimal places.

3.11.7 Scoring Financial Offers

Score the financial offers of remaining responsive tender offers using the following formula:

$$N_{FO} = W_1 \times A$$

where:

N_{FO} = the number of tender evaluation points awarded for the financial offer.

W_1 = the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data.

A = a number calculated using the formula and option described in Table 1 as stated in the Tender Data.

Formula	Comparison aimed at achieving	Option 1 ^a	Option 2 ^a
1	Highest price or discount	$A = \left(1 + \frac{(P - P_m)}{P_m}\right)$	$A = P / P_m$
2	Lowest price or percentage commission / fee	$A = \left(1 - \frac{(P - P_m)}{P_m}\right)$	$A = P_m / P$
^a P_m = the comparative offer of the most favourable tender offer. P = the comparative offer of tender offer under consideration.			

3.11.8 Scoring preferences

Confirm that tenderers are eligible for the preferences claimed in accordance with the provisions of the tender data and reject all claims for preferences where tenderers are not eligible for such preferences.

Calculate the total number of tender evaluation points for preferences claimed in accordance with the provisions of the tender data.

3.11.9 Scoring quality (functionality)

Score each of the criteria and subcriteria for quality in accordance with the provisions of the Tender Data.

Calculate the total number of tender evaluation points for quality using the following formula:

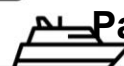
$$N_Q = W_2 \times S_o / M_s$$

where: S_o is the score for quality allocated to the submission under consideration;

M_s is the maximum possible score for quality in respect of a submission; and
 W_2 is the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data

3.12 Insurance provided by the employer

If requested by the proposed successful tenderer, submit for the tenderer's information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.



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3.13 Acceptance of tender offer

Accept the tender offer, if in the opinion of the employer, it does not present any unacceptable commercial risk and only if the tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- c) has the legal capacity to enter into the contract,
- d) is not insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- e) complies with the legal requirements, if any, stated in the tender data, and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

3.14 Prepare contract documents

3.14.1 If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents, and
- c) other revisions agreed between the employer and the successful tenderer.

3.14.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.

3.15 Complete adjudicator's contract

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

F3.16 Notice to unsuccessful tenderers

3.16.1 Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period.

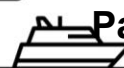
3.16.2 After the successful tenderer has been notified of the employer's acceptance of the tender, notify other tenderers that their tender offers have not been accepted.

3.17 Provide copies of the contracts

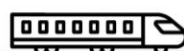
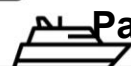
Provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

3.18 Provide written reasons for actions taken

Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender, but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers



PART T2: RETURNABLE DOCUMENTS



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Tender Qualification Criteria:

**T2.1 RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION
PURPOSES**

- A- Certificate of Attendance at site visit and clarification meeting
- B- Certificate of Authority
- C- Joint Venture / Consortium Disclosure Form
- D- The SBD 4 form **MUST** be fully completed and submitted with the tender
- E- Compulsory Enterprise Questionnaire
- F- Certificate Of Compliance with Occupational Health and Safety Act, 1993 and Construction Regulations, 2014
- G- Tax Clearance Certificate
- H- Tenderer's Financial Standing
- I- PSPs must submit Centralized Suppliers Database [CSD] Registration Report for confirmation of being registered on the Database.
- J- Special Conditions

Failure to meet the above compliance requirements will render the tender[s] nonresponsive and disqualified.

**T2.2 RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE
CONTRACT**

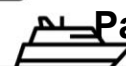
- K- Preferential Procurement Regulation 2022
- L- Record of Addenda to Tender Documents
- M- Certificate of Insurance Cover
- N- Equipment Specifications and Calibrations
- O- Company Experience
- P- Personnel Schedule
- Q- Total Contract Quality Plan
- R- Declaration Concerning Fulfillment of Construction Regulations

C1 AGREEMENTS & CONTRACT DATA

- C1.1 Form of Offer and Acceptance
- C1.2 Contract Data
- C1.3 Agreement In Terms of The Occupational Health and Safety Act, 1993 (Act No 85 Of 1993)

C2 PRICING DATA

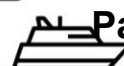
- C2.1 Pricing Instructions



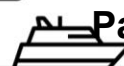
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C2.2 Pricing Schedule

C3 SCOPE OF WORKS



T2.1 RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES



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**T2.1.A CERTIFICATE OF ATTENDANCE AT SITE VISIT AND CLARIFICATION
MEETING**

This is to certify that I,
(tenderer)

of (address) was represented by
the person(s) named below at the compulsory meeting held for all tenderers at (location)

..... on (date)..... starting at (time).
.....

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

Particulars of person(s) attending the meeting:

Name: Signature:

Capacity:

Name: Signature:

Capacity:

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

Name: Signature:

Capacity: Date:



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T2.1.B CERTIFICATE OF AUTHORITY

Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer must complete the certificate set out below for the relevant category.

(I) COMPANY	(II) CLOSE CORPORATION	(III) PARTNERSHIP	(IV) JOINT VENTURE	(V) SOLE PROPRIETOR

(I) CERTIFICATE FOR COMPANY

I,, Managing Director of the Board of Directors of, hereby confirm that by resolution of the Board (copy attached) taken on 20....., Mr/Ms, acting in the capacity of, was authorised to sign all documents in connection with this tender and any contract resulting from it, on behalf of the company.

Managing Director:

As Witnesses: 1.....
2.....

Date:

(II) CERTIFICATE FOR CLOSE CORPORATION

We, the undersigned, being the key members in the business trading as hereby authorise Mr/Ms, acting in the capacity of, to sign all documents in connection with this tender and any contract resulting from it, on our behalf

NAME	ADDRESS	SIGNATURE	DATE

Note: This certificate is to be completed and signed by all of the key members upon whom rests the direction of the affairs of the Close Corporation as a whole.



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(III). CERTIFICATE FOR PARTNERSHIP

We, the undersigned, being the key partners in the business trading as,
..... hereby authorize Mr/Ms
acting in the capacity of , to sign all documents in
connection with this tender and any contract resulting from it, on our behalf

NAME	ADDRESS	SIGNATURE	DATE

Note : This certificate is to be completed and signed by all of the key partners upon whom rests the direction of the affairs of the Partnership as a whole.

(IV) CERTIFICATE FOR JOINT VENTURE

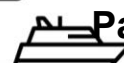
RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO CONSORTIA OR JOINT VENTURE

RESOLUTION of a meeting of the Board of *Directors / Members / Partners of:

(Legally correct full name and registration number, if applicable, of the Enterprise)

Held at _____ (place)

On _____ (date)



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RESOLVED that:

1. The Enterprise submits a Bid/Tender, in Consortium/Joint Venture with the following Enterprises:

(List all the legally correct full names and registration numbers, if applicable, of the Enterprises
forming the Consortium/Joint Venture)

to the DEPARTMENT OF TRANSPORT in respect of the following project:

(Project description as per Bid /Tender Document)

Bid / Tender Number: _____ (Bid / Tender Number as per
Bid /Tender Document)

2. *Mr/Mrs/Ms:

in *his/her Capacity as: _____ (Position in the Enterprise)

and who will sign as follows:

be, and is hereby, authorised to sign a consortium/joint venture agreement with the parties listed
under item 1 above, and any and all other documents and/or correspondence in connection with
and relating to the consortium/joint venture, in respect of the project described under item 1 above.

3. The Enterprise accepts joint and several liability with the parties listed under item 1 above for the due
fulfilment of the obligations of the joint venture deriving from, and in any way connected with, the
Contract to be entered into with the Department in respect of the project described under item 1 above.
4. The Enterprise chooses as its *domicilium citandi et executandi* for all purposes arising from this joint
venture agreement and the Contract with the Department in respect of the project under item 1 above:

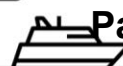
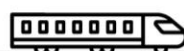
Physical address: _____

_____ (code)

Postal Address: _____

_____ (code)

Telephone number: _____ (code)



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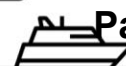
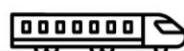
Fax number: _____ (code)

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

Note:

1. * Delete which is not applicable
2. **NB.** This resolution must be signed by all the Directors / Members / Partners of the Bidding Enterprise
3. Should the number of Directors / Members/Partners exceed the space available above, additional names and signatures must be supplied on a separate page

ENTERPRISE STAMP



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SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

RESOLUTION of a meeting of the duly authorised representatives of the following legal entities who have entered into a consortium/joint venture to jointly bid for the project mentioned below: *(legally correct full names and registration numbers, if applicable, of the Enterprises forming a Consortium/Joint Venture)*

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

7. _____

Held at _____ (place)

On _____ (date)

RESOLVED that:

- A. The above-mentioned Enterprises submits a Bid in Consortium/Joint Venture to the DEPARTMENT OF TRANSPORT in respect of the following project:

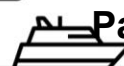
(project description as per Bid / Tender Document)

- B. Mr/Mrs/Ms: _____

in *his/her Capacity as: _____ (Position in the Enterprise)

and who will sign as follows: _____

be, and is hereby, authorised to sign the Bid, and any and all other documents and/or correspondence in connection with and relating to the Bid, as well as to sign any Contract, and any and all documentation, resulting from the award of the Bid to the Enterprises in Consortium/Joint Venture mentioned above.



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- C. The Enterprises constituting the Consortium/Joint Venture, notwithstanding its composition, shall conduct all business under the name and style of: _____
- D. The Enterprises to the Consortium/Joint Venture accepts joint and several liability for the due fulfilment of the obligations of the Consortium/Joint Venture deriving from, and in any way connected with, the Contract entered into with the Department in respect of the project described under item A above.
- E. Any of the Enterprises to the Consortium/Joint Venture intending to terminate the consortium/joint venture agreement, for whatever reason, shall give the Department 30 days written notice of such intention. Notwithstanding such decision to terminate, the Enterprises shall remain jointly and severally liable to the Department for the due fulfilment of the obligations of the Consortium/Joint Venture as mentioned under item D above.
- F. No Enterprise to the Consortium/Joint Venture shall, without the prior written consent of the other Enterprises to the Consortium/Joint Venture and of the Department, cede any of its rights or assign any of its obligation under the consortium/joint venture agreement in relation to the Contract with the Department referred to herein.
- G. The Enterprises choose as the *domicilium citandi et executandi* of the Consortium/Joint Venture for all purposes arising from the consortium/joint venture agreement and the Contract with the Department in respect of the project under item A above:

Physical address: _____

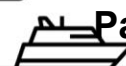
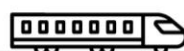
 _____ (code)

Postal Address: _____

 _____ (code)

Telephone number: _____ (code)

Fax number: _____ (code)

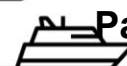
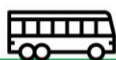


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	Name	Capacity	Signature
1			
2			
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4			
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6			
7			

Note:

1. * Delete which is not applicable.
2. NB. This resolution must be signed by all the Duly Authorised Representatives of the Legal Entities to the Consortium/Joint Venture submitting this Bid.
3. Should the number of Duly Authorised Representatives of the Legal Entities joining forces in this Bid exceed the space available above, additional names and signatures must be supplied on a separate page.
4. Resolutions, duly completed and signed, from the separate Enterprises who participate in this Consortium/Joint Venture must be attached to the Special Resolution.



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(V) CERTIFICATE FOR SOLE PROPRIETOR

I,, hereby confirm that I am the sole owner of the
business trading as

Signature of Sole owner:

As Witnesses:

1.....

2.

Date:

REGISTRATION CERTIFICATE / AGREEMENT / ID DOCUMENT

Important note to tenderer:

Registration Certificates for Companies, Close Corporations and Partnerships, or Agreements and Powers of Attorney for Joint Ventures, or ID documents for Sole Proprietors, all as referred to in the foregoing forms and in T2.1, must be inserted here.

T2.1.C JOINT VENTURE / CONSORTIUM DISCLOSURE FORM

Tenderers submitting tenders as a joint venture or consortium are to attach a signed copy of the Joint Venture / Consortium Agreement **duly signed by all parties**.

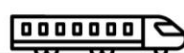
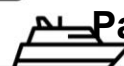
Where a Joint Venture / Consortium Agreement has not yet been formalized, the tenderer is to attach a Letter of Intent of a Joint Venture / Consortium, **duly signed by all parties**.

The percentage (%) shareholding as well as the participation details of each member shall be clearly stated.

Please note Form SBD6.1:

- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that **the entity submits their B-BBEE status level certificate**.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that **the entity submits their consolidated B-BBEE scorecard** as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate tender

NOTE: The bidder of each company to a consortium /joint venture must be registered on the Central Supplier Database (CSD) prior to award.



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T2.1.D

1. SBD 4: BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

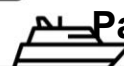
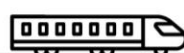
2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest ¹ in the enterprise, employed by the state?

YES/NO

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

Full Name	Identity Number	Name of State institution

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



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2.2

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

2.2.1 If so, furnish particulars:

.....

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

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

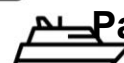
I, the undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements, or arrangements with any competitor regarding the quality, quantity specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.



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

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

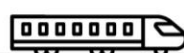
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder



**SPECIALIST SERVICE PROVIDER TO DEVELOP AN INTEGRATED PUBLIC TRANSPORT SYSTEM
BASED ON SELECTED ROUTES THAT OPERATE THROUGH SELECTED MUNICIPALITIES
WITHIN EASTERN CAPE PROVINCE**

T2.1.E COMPULSORY ENTERPRISE QUESTIONNAIRE

The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.

Attach to this form the most recent financial statements of the tendering entity.

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners

Section 5: Particulars of companies and close corporations

Company registration number

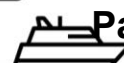
Close corporation number

Tax reference number

Section 6: Record in the service of the state

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

- | | |
|--|---|
| <input type="checkbox"/> a member of any municipal council | <input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| <input type="checkbox"/> a member of any provincial legislature | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | <input type="checkbox"/> an employee of Parliament or a provincial legislature |
| <input type="checkbox"/> a member of the board of directors of any municipal entity | <input type="checkbox"/> an employee or a member of board of directors of CIDB |
| <input type="checkbox"/> an official of any municipality or municipal entity | |



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If any of the above boxes are marked, disclose the following:

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

*insert separate page if necessary

Section 7: Record of spouses, children and parents in the service of the state

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months been in the service of any of the following:

- | | |
|--|---|
| <input type="checkbox"/> a member of any municipal council | <input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| <input type="checkbox"/> a member of any provincial legislature | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | <input type="checkbox"/> an employee of Parliament or a provincial legislature |
| <input type="checkbox"/> a member of the board of directors of any municipal entity | <input type="checkbox"/> an employee or a member of board of directors of CIDB |
| <input type="checkbox"/> an official of any municipality or municipal entity | |

Name of spouse, child or parent	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

*insert separate page if necessary

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

- authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- confirms that neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;



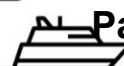
TENDER No.: SCMU10-25/26-0015
SPECIALIST SERVICE PROVIDER TO DEVELOP AN INTEGRATED PUBLIC TRANSPORT SYSTEM
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- iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- v) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed Date

Name Position

Enterprise Name



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**T2.1.F CERTIFICATE OF COMPLIANCE WITH OCCUPATIONAL HEALTH AND
SAFETY ACT, 1993 AND CONSTRUCTION REGULATIONS, 2014**

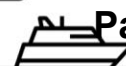
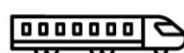
Note to tenderer:

Discovery that the tenderer has failed to make proper disclosure may result in terminating a contract that flows from this tender on the ground that it has been rendered invalid by the tenderer's misrepresentation.

The tenderer shall attach to this Form evidence that he is registered and in good standing with a compensation insurer who is approved by Department of Labour in terms of section 80 of the Compensation for Injury and Disease Act (COID) (Act 130 of 1993).

The tenderer is required to disclose, by also attaching documentary evidence to this form, all inspections, investigations and their outcomes conducted by the Department of Labour into the conduct of the tenderer at any time during the 36 months preceding the date of this tender.

SIGNATURE ON BEHALF OF TENDERER:

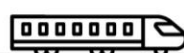
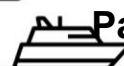


1.1.1

T2.1.G TAX CLEARANCE CERTIFICATE

IT IS A CONDITION OF BIDDING THAT-

1. The taxes of a successful bidder must be in order, or that satisfactory arrangements have been made with the Receiver of Revenue to meet his/her tax obligations.
2. The "Application for Tax Clearance Certificate (in respect of bidders), must be completed in all respects and submitted to the Receiver of Revenue where the bidders register for tax purposes. The Receiver of Revenue will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of twelve (12) months from date of issue. This Tax Clearance Certificate must be submitted in the original together with the bid. Failure to submit the original and valid Tax Clearance Certificate **WILL** invalidate the bid.
3. In the bids where Consortia/Joint Ventures/Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate. Copies of the Application for Tax Clearance Certificates are available at any Receiver's Office.
4. The successful bidder should maintain the tax compliance during the duration of the project.



SIGNATURE ON BEHALF OF TENDERER:

T2.1.H TENDERER'S FINANCIAL STANDING

Note to tenderer:

- 1. In terms of the Conditions of Tender the Employer may make inquiries to obtain a bank rating from the tenderer's bank.**
- 2. To that end the tenderer must provide with his tender a bank rating, certified by his banker, to the effect that he will be able to successfully complete the contract at the tendered amount within the specified time for completion.**
- 3. However, should the tenderer be unable to provide a bank rating with his tender, he shall state the reasons as to why he is unable to do so, and in addition provide the following details of his banker and bank account that he intends to use for project:**

Name of account holder:

Name of Bank: Branch:

Account number: Type of account:

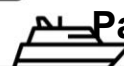
Telephone number: Facsimile number:

Name of contact person (at bank):

Failure to provide either the required bank details or a certified bank rating with his tender, will lead to the conclusion that the tenderer does not have the necessary financial resources at his disposal to complete the contract successfully within the specified time for completion.

The Employer undertakes to treat the information thus obtained as confidential, strictly for the use of evaluation of the tender submitted by the tenderer.

SIGNATURE ON BEHALF OF TENDERER:



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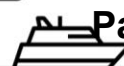
CENTRAL SUPPLIER DATABASE

Tenderers must attach to this page, proof of registration with the Centralised Supplier Database of National Treasury. (In the case of **Joint Ventures**, **proof must be provided for each partner**).

I, the undersigned, confirm the following details of the firm/company's registration on the National Treasury Central Supplier Database:

Supplier Name:.....

Supplier Number:.....



T2.1.I SPECIAL CONDITIONS

1. Joint Venture or Consortium Agreement

An acceptable Joint Venture or Consortium Agreement

- Should clearly and comprehensibly set out the contribution to be made by each member towards the activities of the Joint Venture or Consortium in securing and executing the contract and should allocate monetary values to such contributions.
- Should record the percentage participation by each member in all aspects of the fortunes of the Joint Venture or Consortium, including risks, losses and liabilities.
- Should provide for meaningful input by all members to the policy making and management activities of the Joint Venture or Consortium.
- Should provide for the establishment of a management body for the Joint Venture or Consortium.
- Should provide measures to limit, as far as possible, losses to the Joint Venture or Consortium by the default of a member.
- Should promote consensus between the members whilst ensuring that the activities of the Joint Venture or Consortium will not be unduly hindered by failure to achieve it.
- Should have all the partner's physical addresses.

2. Penalties

In the event that the Tenderer fails to substantiate that any failure to achieve the contract participation goal was due to quantitative under-runs, the elimination of items contracted to targeted enterprises, or any other reason beyond the Tenderer's control which may be acceptable to the employer, the penalties provided for below shall apply:

3.1 The Tenderer may be required to pay to the employer penalties (P) in the amount Determined in accordance with the following formulae:

(a) For specified minimum and maximum contract participation goal percentages, the formula shall be as follows:

$$P = F \times (D - Do)$$

Where: D = the tendered contract participation goal amount

Do = the contract participation goal amount which the employer's representative certifies as being achieved upon completion of the contract

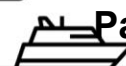
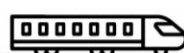
P = the Rand value of penalty payable

F = 1/30

3.2 The Tenderer's claims for payment may be rejected as being incomplete should the appropriate supporting documentation not be provided.

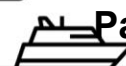
Signed

Date

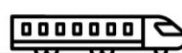


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Name Position

Tenderer



T2.2 RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT



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

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

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

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the 90/10 preference point system.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

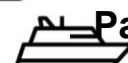
- a) Price; and
- b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

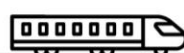
	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and Specific goals must not exceed	100

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.



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



2 DEFINITIONS

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

3 FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1 POINTS AWARDED FOR PRICE

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

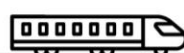
A maximum of 80 or 90 points is allocated for price on the following basis:

$$P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$$

Where

- P_s = Points scored for price of tender under consideration
- P_t = Price of tender under consideration
- P_{min} = Price of lowest acceptable tender

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:

$$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) \quad \text{or} \quad Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

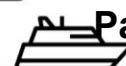
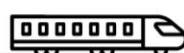
Pmin = Price of lowest acceptable tender

4 POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
 - (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

 - Calculation of the specific goals points for a Joint venture will be based as per the Joint Venture agreement, that must be submitted by the tenderers.



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

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

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

PREFERENTIAL SPECIFIC GOALS POINTS TABLE		
The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Historically Disadvantaged Individuals		
Black ownership	10	
Woman ownership	5	
Locality:		
(a) Preferred address in the Eastern Cape on CSD not changed in the last 3 years	5	
b) Alternative address on CSD in the Eastern Cape in the last 3 years	3	
(c) Outside Eastern Cape no satellite office in Eastern Cape: (i)including preferred address less than 3 years	1	

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

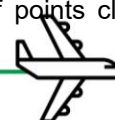
4.4 Company registration number:.....

4.5 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
 - ☐ One person business/sole propriety
 - ☐ Close corporation
 - ☐ Company
 - ☐ (Pty) Limited
- [TICK APPLICABLE BOX]

4.6 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 the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, 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



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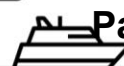
paragraphs 1.4 and 6.1, the Professional Services Provider may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

- iv) If the B-BBEE status level of contributor has 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 tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the PSP or Professional Services Provider, 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.

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

SURNAME AND NAME:

DATE:

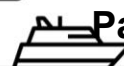


T2.2L.RECORD OF ADDENDA TO TENDER DOCUMENTS

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

No	DATE	TITLE OR DETAILS
1		
2		
3		
4		
5		
6		
7		
8		

SIGNATURE ON BEHALF OF TENDERER:



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T2.2M. CERTIFICATE OF INSURANCE COVER

In the event of the tenderer being a joint venture / consortium the details of the individual members must also be provided.

The tenderer shall provide the following details of their insurance cover and attach to this page a copy of proof of the stated Professional Indemnity cover:

NB: If the requested information is not provided then the Tender shall be deemed non-responsive and rejected

(i) Name of Tenderer:

(ii) Period of Validity:

(iii) Value of Insurance:

- Professional Indemnity (for each and every case)

Company:

Value:

- General Public Liability

Company:

Value:

- Third Party Liability

Company:

Value:

NB: Proof of the insurance cover as required of the successful tenderer in clause 5.4.1 in Section C1.2 must be provided within 14 days of award of this contract.

I, the undersigned, warrant that I am duly authorised to do so on behalf of the enterprise and confirm that the contents of this schedule are, to my personal knowledge and best belief, both true and correct.

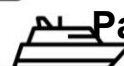
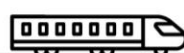
Signed

Date

Name

Position

Tenderer



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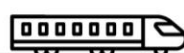
T2.2N. COMPANY EXPERIENCE

1. Bidders must be able to demonstrate, through references and appointments, that they have completed a minimum of three contracts of the same range and size performed within the last five (5) years
- 2.

SPECIALIST SERVICE PROVIDER TO DEVELOP AN INTEGRATED PUBLIC TRANSPORT SYSTEM BASED ON SELECTED ROUTES THAT OPERATE THROUGH SELECTED MUNICIPALITIES WITHIN EASTERN CAPE PROVINCE			
PROJECT DESCRIPTION/DETAILS	YEAR COMPLETED	VALUE OF WORKS	EMPLOYER REFERENCE Include Contact Tel. No.

I, the undersigned, warrant that I am duly authorised to do so on behalf of the enterprise and confirm that the contents of this schedule are, to my personal knowledge and best belief, both true and correct.

SIGNATURE ON BEHALF OF TENDERER:



T2.20. PERSONNEL SCHEDULE

1. **Project Manager:** must have a minimum qualification of NQF Level eight (8) in any of the following: Transport Planning or Transport Economic or Transport Engineering field with a minimum of five (5) years' experience in the field.
2. Other Personnel must have experience in the following:
 - in Transport Engineering with a minimum three (3) years of experience in the field.
 - NQF level seven (7) in Transport Economics with a minimum of three (3) years of experience in the field.
 - in Transport Planning with a minimum three (3) years of experience in the field

Designation	Name
A. Project Manager	
B. Transport Planner	
C. Transport Economist	
D. Transport Engineer	

KEY PERSON PARTICULARS

1. The purpose of this form is for the tenderer to furnish pertinent details with regards to the proposed Key personnel.
2. The Tender may use his own form in the event that more details as the items in the forms allowed are available.
3. Attach Curriculum vitae of the proposed personnel to these forms.

A. Project Manager

Personal Details

Name	Identity Number

Qualifications

Highest qualification	Institution	Professional Registration	No of relevant experience



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Experience with performing the above-mentioned related field of work (list only details for the last 5 years)

Client	Date completed	Fee value	Position held

Transport Planner

Personal Details

Name	Identity Number

Qualifications

Highest qualification	Institution	Professional Registration	No of relevant experience

Experience with performing the above-mentioned related field of work (list only details for the last 3 years)

Client	Date completed	Fee value	Position held

Transport Economist

Personal Details

Name	Identity Number

Qualifications

Highest qualification	Institution	Professional Registration	No of relevant experience

Experience with performing the above-mentioned related field of work (list only details for the last 3 years)

Client	Date completed	Fee value	Position held



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B. Transport Engineer

Personal Details

Name	Identity Number

Qualifications

Highest qualification	Institution	Professional Registration	No of relevant experience

Relevant Experience (list only details for the last 3 years)

Client		Date completed	Fee value	Position held

I, the undersigned, warrant that I am duly authorised to do so on behalf of the enterprise and confirm that the contents of this schedule are, to my personal knowledge and best belief, both true and correct.

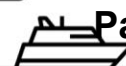
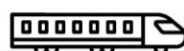
Signed

Date

Name

Position

Tenderer

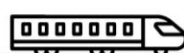
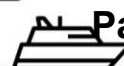


T2.2P.TOTAL CONTRACT QUALITY PLAN

Quality is intrinsic to the survey's success. Tenderers shall submit a Total Contract Quality Plan with their tender submissions. The Total Contract Quality Plan shall at least include the following:

- Project Plan that describes all processes and time framework in which the survey will be completed. No exact dates need to be stated in the project plan but rather a relative timeframe including measurements of Reference Sections before and after the network measurements (e.g. 2 months after the date of appointment).
- Calibration procedures and certificates for all equipment to be used by the Tenderer shall be part of the Total Contract Quality Plan.
- Contingency Plan including backup equipment, a second trained operator, planning for inclement weather, etc.
- The Tenderer shall specify a system whereby he will complete a form or a logbook to note the outcome of the daily checks, which is to be performed on the profilers.
- The Tenderer shall describe the format and contents of the raw data files collected by the profilers.
- The Tenderer shall discuss general quality issues like:
 - assuring integrity of the data,
 - how to ensure consistency of data if the appointed operator cannot proceed with the survey, etc.
- The Total Contract Quality Plan shall include a draft Safety Plan.
- The draft Safety Plan shall provide evidence of the Tenderer's planning regarding the following aspects of safety and include at least the following headings:
 - Safety precautions for surveys
 - Safety procedures during execution of the surveys
 - Emergency procedures in cases of incidents
 - Compliance with OHSA as relevant

The Employer and/or Employer's agent will assess the Total Contract Quality Plan (including draft Safety Plan) and comment to the successful tenderers on the acceptability of the plan and any shortcomings. The draft plan must then be updated to the satisfaction of the Employer before the Service Provider commences any surveys.



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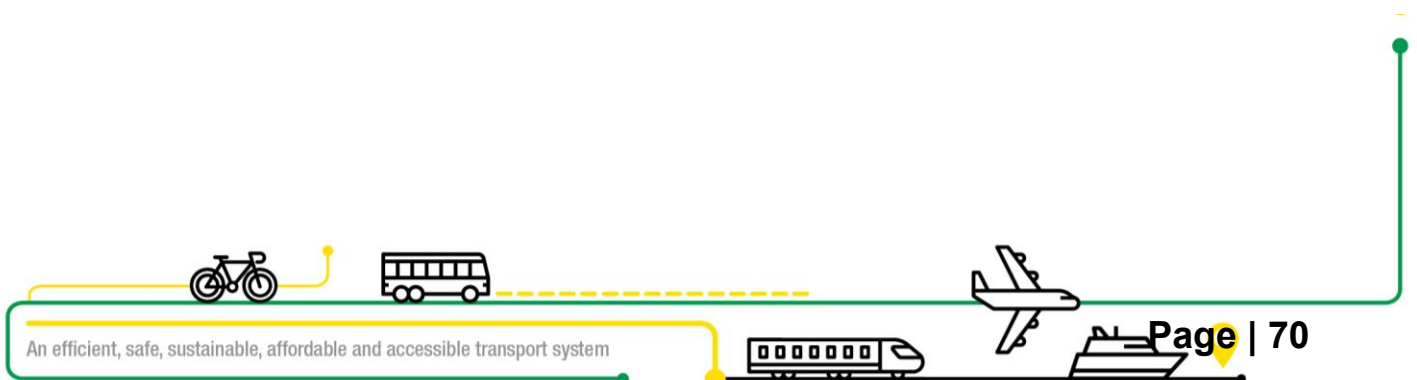
SIGNATURE OF PERSON(S) AUTHORISED TO SIGN THIS TENDER:

1. ID NO:

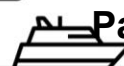
(Name in Print):

2. ID NO:

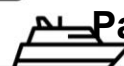
(Name in Print):



THE CONTRACT



PART C1: AGREEMENTS & CONTRACT DATA



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1.2

C1.1 FORM OF OFFER AND ACCEPTANCE:

OFFER

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of: **SPECIALIST SERVICE PROVIDER TO DEVELOP AN INTEGRATED PUBLIC TRANSPORT SYSTEM BASED ON SELECTED ROUTES THAT OPERATE THROUGH SELECTED MUNICIPALITIES WITHIN EASTERN CAPE PROVINCE**

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the service provider under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

This offer may be accepted by the Employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the service provider in the conditions of contract identified in the contract data.

For the Tenderer:

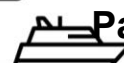
Signature

Name

Capacity

(Name and address of organization)

Name and signature of witness Date



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ACCEPTANCE

By signing this part of this form of offer and acceptance, the employer identified below accepts the tenderer's offer. In consideration thereof, the employer shall pay the service provider the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the tenderer's offer shall form an agreement between the employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

- Part C1 Agreements and contract data, (which includes this agreement)
- Part C2 Pricing data
- Part C3 Scope of work

and drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C3 above.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule, which must be signed by the authorised representative(s) of both parties.

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data at, or just after, the date this agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document including the schedule of deviations (if any). Unless the tenderer (now service provider) within five working days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

For the Employer:

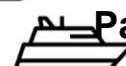
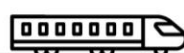
Signature

Name

Capacity

(Name and address of organization)

Name and signature of witness Date



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SCHEDULE OF DEVIATIONS

Item	Deviation Details

By the duly authorised representatives signing this schedule of deviations, the employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

For the Tenderer:

Signature

Name

Capacity

(Name and address of organization)

Name and signature of witnessDate

For the Employer:

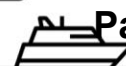
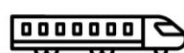
Signature

Name

Capacity

(Name and address of organization)

Name and signature of witnessDate



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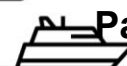
C1.2. CONTRACT DATA

The General Conditions of Contract shall be read in conjunction with the variations, amendments and additions set out in the Contract Specific Data below. Each item of data given below is cross-referenced to the clause in the General Conditions of Contract to which it mainly applies.

PART 1: DATA PROVIDED BY THE EMPLOYER

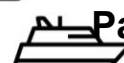
Part 1: Data provided by the Employer

Clause	Description / Wording
1.	The Employer is: The Province of the Eastern Cape, Department of Transport (ECDOT).
1.	The period of performance is: Eighteen (18) months
1.	The project is The Provision of Specialist Services to Develop an Integrated Public Transport System based on selected routes that operate through selected municipalities within Eastern Cape Province
1.	The Start Date is when the Agreement comes into effect (Refer Form of Offer and Acceptance).
1.	Add the following new definition to Clause 1: <u>“Conditions of Contract</u> The General Conditions of Contract as amended in the Contract Data.”
3.4.1	The authorised and designated representative of the Employer is: Contact Person: B. Makambi Telephone: 071 677 5331 Electronic mail: butise.makambi@ectransport.gov.za



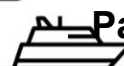
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3.5	The Services shall be performed in all the identified districts under jurisdiction of the Eastern Cape, Department of Transport (ECDOT).
3.6	The Service Provider may not release public or media statements or publish material related to the Services or the Project under any circumstances without the approval of the Employer.
3.12.1	The penalty payable is R 2 000 per day subject to a maximum amount of R 100 000.
3.15.1	The programme shall be submitted within 14 days of the award of the Contract.
3.16 & 3.17	CPA is not applicable on this contract. The tendered rates shall be fixed.
4.3.2	<p>The authorised and designated representative of the Employer is:</p> <p>Contact Person: B. Makambi</p> <p>Telephone: 071 677 5331</p> <p>Electronic mail: butise.makambi@ectransport.gov.za</p>
5.4.1	<p>The Service Provider is required to provide the Service with all reasonable care, diligence and skill in accordance with generally accepted professional techniques and standards.</p> <p>The Service Provider is required to provided the following insurances:</p> <p>a) Insurance against Professional Indemnity Cover is: R 5 million (minimum) Period of cover: From the Start Date up to one (1) year after the completion of the Contract</p> <p>b) Insurance against General Public Liability Cover is: R 10 million Period of cover: From the Start Date up to the completion of the Contract</p> <p>c) Third Party Liability Cover is: R10 million Period of cover: From the Start Date up to the completion of the Contract</p>
5.5	<p>The Service Provider is required to obtain the Employer's prior approval in writing before taking any of the following actions:</p> <p>(i) Appointing / utilising any other authorised and designated representative not listed by name in the Contract Data (Refer Clause 5.3).</p> <p>(ii) Appointing / utilising any other Key Personnel not listed and / or approved of by name in terms of the Contract. (Refer Schedule: 3B: Proposed Key Personnel).</p> <p>(iii) Using replacement equipment or operating staff not approved in writing by the Employer.</p> <p>(iv) Appointing Subcontractors for the performance of any part of the Service.</p> <p>(v) Expending any Provisional Sum stated in the Contract.</p> <p>(vi) Over-expenditure on the Contract.</p> <p>(vii) Changing / amending the Scope of Work.</p> <p>(viii) Making statements to the media regarding the project.</p>



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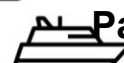
7.1.2	Suitably experienced and qualified key personnel are to comply with and meet the criteria stated. All equipment is to meet the minimum specifications as listed in the contract.
8.1	The Service Provider is to commence the performance of the Services within fourteen (14) days of the Start Date.
8.4.3 c)	The period of suspension under this Clause shall be six (6) months
9.1	Copyright of documents prepared by the Service Provider during and for the Project shall be vested with the Employer.
12.1.2	Settlement of disputes or claims which cannot be settled between the Parties in terms of this Clause shall be referred to Adjudication.
12.3.3	In the event that the parties fail to agree on an Adjudicator, the Adjudicator is to be nominated by the President of the South African Institution of Civil Engineering.
12.3.4	Settlement of disputes or claims in terms of this Clause shall be referred to Arbitration.
12.4.2	In the event that parties fail to agree on an arbitrator, the arbitrator is to be nominated by the President of the South African Institution of Civil Engineering.
13.4	Neither the Employer nor the Service Provider is liable for any loss or damage resulting from any occurrence unless a claim is formally made within 12 months from the date of termination or completion of the Contract.
15.	The interest rate is the current prime interest rate charged by banks plus 2% per annum and calculated from the due date of payment.
16.	The non-performance of service provider shall be dealt in accordance with "GCC clause 21.1 (Delays in the supplier's performance).
17.	Poor performance of the services "Except as provided under GCC Clause 25, a delay by the supplier in performance of its delivery obligations shall render the supplier liable to the position of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties".



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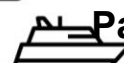
PART 2: DATA PROVIDED BY THE SERVICE PROVIDER

Clause	Description / Wording
1.	<p>The Service Provider is:</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>
1.	<p>The Service Provider's address for receipt of communications and notices is:</p> <p>Address (Postal):</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>Address (Physical):</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>Telephone Number (Work):</p> <p>Telephone Number (After Hours):</p> <p>Facsimile Number:</p> <p>Electronic Mail Address (E-mail):</p>



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5.3	<p>The authorised and designated representative of the Service Provider is:</p> <p>Name:</p> <p>The postal address for receipt of communications is:</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>Telephone No:</p> <p>Cellular Phone No:</p> <p>Facsimile No:</p> <p>Electronic Mail Address (E-mail):</p>																		
5.5 and 7.1.2	<p>The Key Persons and their functions in relation to the Services are:</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th style="width: 50%; text-align: center; padding: 5px;">Name</th> <th style="width: 50%; text-align: center; padding: 5px;">Specific Duties</th> </tr> </thead> <tbody> <tr><td style="height: 30px;"></td><td></td></tr> <tr><td style="height: 30px;"></td><td></td></tr> <tr><td style="height: 30px;"></td><td></td></tr> <tr><td style="height: 30px;"></td><td></td></tr> <tr><td style="height: 30px;"></td><td></td></tr> <tr><td style="height: 30px;"></td><td></td></tr> <tr><td style="height: 30px;"></td><td></td></tr> <tr><td style="height: 30px;"></td><td></td></tr> </tbody> </table>	Name	Specific Duties																
Name	Specific Duties																		



C1.3. HEALTH AND SAFETY AGREEMENT

ARTICLE OF AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, AS AMENDED (ACT 85 OF 1993)

BETWEEN

THE DEPARTMENT OF TRANSPORT
(Hereinafter referred to as the “Employer”)

AND

.....
.....
.....
(Herein after referred to as the “Mandatory”)

Herein represented by
in his/her capacity as
duly authorised by virtue of a resolution dated, attached hereto as
Annexure A.

WHEREAS the Mandatory is the mandatory of the Employer as contemplated in an agreement in
respect of:

Contract Number:

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

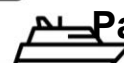
AND WHEREAS the Employer is desirous that the Services be done and has accepted a tender by the
Mandatory for the execution of such Services and whereas the Employer and the Mandatory have
agreed to certain arrangements and procedures to be followed in order to ensure compliance by the
Mandatory with the provisions of the Occupational Health and Safety Act, as amended (Act 85 of 1993).

AND WHEREAS Section 37 of the Occupational Health and Safety Act, as amended (Act 85 of 1993),
hereinafter referred to as the “Act”), imposes certain powers and duties upon the Employer.

AND WHEREAS the parties have agreed to enter into an agreement in terms of Section 37(2) of the
Act.

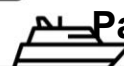
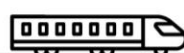
NOW THEREFORE the parties agree as follows:

- (a) The Mandatory undertakes to acquaint the appropriate officials and employees of the Mandatory
with all relevant provisions of the Act and Regulations promulgated in terms thereof.



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- (b) The Mandatary undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and Regulations will be fully complied with. Provided that should the Employer prescribe certain arrangements and procedures, that same shall be observed and adhered to by the Mandatary, his officials and employees. The Mandatary shall bear the onus of acquainting himself / herself / itself with all such arrangements and procedures.
- (c) The Mandatary hereby accepts sole liability for such due compliance with the relevant duties, obligations, prohibitions, arrangements and procedure, if any, imposed by the Act and Regulations and the Employer expressly absolves himself / herself / itself from being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedure as the case may be.
- (d) The Mandatary agrees that any duly authorised official/s of the Employer shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the Mandatary has complied with the undertakings as more fully set out in paragraphs (a) and (b) above, which steps may include, but shall not be limited to, the right to inspect any appropriate site or premises occupied or in use by the Mandatary, or to inspect any appropriate records held by the Mandatary or to take such steps it may deem necessary to remedy the default of the Mandatary at the cost of the Mandatary.
- (e) The Mandatary shall be obliged to report forthwith to the Employer any investigations, complaint or criminal charge which may arise as a consequence of the provisions of the Act and Regulations, pursuant to work or Services performed in terms of this agreement, and shall, on written demand, provide full details in writing of such an investigation, complaint or criminal charge as the case may be.
- (f) The Mandatary shall execute the work and Services in accordance with the documents pertaining to this Contract.
- (g) This agreement shall hold good from the Start Date, which shall be the date of a written notice from the Employer requiring the Mandatary to commence the performance of the Service, to either the;
 - (i) date when the Service Provider has completed all deliverables in accordance with the Contract, or
 - (ii) date of termination of the Contract in terms of Clause 8.4 of the Conditions of Contract.
- (h) The Mandatary declares himself to be conversant with the following:
 - (i) All the requirements, regulations and standards of the Act with special reference to the following Sections of the Act:
 - a) Section 8: General duties of employers to their employees
 - b) Section 9: General duties of employers and self-employed persons to persons other than employees
 - c) Section 37: Acts or omissions by employees or mandataries
 - d) Section 37(2) which relates to the purpose and meaning of this agreement
 - e) Any other safety regulations, as applicable.
 - (ii) The procedures and safety rules of the Employer as pertaining to the Mandatary and to all his subcontractors.
- (i) The Mandatary is responsible to ensure compliance with the Act by all his subcontractors, whether or not selected and / or approved by the Employer.



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- (j) The Mandatary warrants that all his and his sub-contractors' employees are covered in terms of the Compensation for Occupational Injuries and Diseases Act 1993 which cover shall remain in force whilst any such employees are present on site. A letter of good standing from the Compensation Commissioner to this effect must be produced to the Employer upon signature of the agreement.
- (k) The Mandatary undertakes to ensure that he and / or subcontractors and / or their respective employees will at all times comply with the following conditions:
- (i) The Mandatary shall assume the responsibility in terms of Section 16.1 of the Act.
 - (ii) The Mandatary shall not delegate any duty in terms of Section 16.2 of this Act without the prior written approval of the Employer. If the Mandatary obtains such approval and delegates any duty in terms of Section 16.2, a copy of such written delegation shall immediately be forwarded to the Employer.
 - (iii) All incidents referred to in the Act shall be reported by the Mandatary to the Department of Labour as well as to the Employer. The Employer must further be provided with copies of all written documentation relating / pertaining to any incident.
 - (iv) The Employer hereby obtains an interest in the issue of any formal enquiry conducted in terms of Section 32 of the Act into any incident involving the Mandatary and / or his employees and / or his subcontractors.

In witness thereof the parties hereto have set their signatures hereon in the presence of the subscribing witnesses:

Signature(s) of authorised agents:

.....

Name(s) (in block letters):

.....

Capacity of authorized agents:

.....

for and on behalf of the Mandatary:

.....

(Name and address of organization)



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WITHIN EASTERN CAPE PROVINCE
Witness:

.....
(Full name in block letters as well as signature)

.....
(Signature)

Date:

for and on behalf of the Employer:

Signature of authorized agent:

Name of authorized agent:

Capacity of authorized agent:

for the **Employer:**

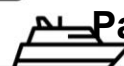
Province of the Eastern Cape
Department of Transport
Private Bag X0023
BHISHO
5605

Witness:

.....
(Full name in block letters as well as signature)

.....
(Signature)

Date:



ANNEXURE A

**CERTIFICATE OF AUTHORITY FOR SIGNATORY TO AGREEMENT IN TERMS OF
OCCUPATIONAL HEALTH AND SAFETY ACT (ACT NO 85 OF 1993)**

The signatory for the company that is the Service Provider in terms of the above-mentioned Contract and the Mandatary in terms of the above-mentioned Act shall confirm his or her authority thereto by attaching to this page a duly signed and dated copy of the relevant resolution of the board of directors.

An example is given below:

"By resolution of the board of directors passed at a meeting held on

.....
.....20.....

Mr / Ms whose
signature appears below, has been duly authorised to sign the HEALTH AND SAFETY AGREEMENT
IN TERMS

OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, (ACT 85 OF 1993) on behalf of

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

SIGNED ON BEHALF OF THE COMPANY:

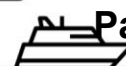
IN HIS/HER CAPACITY AS:

DATE:

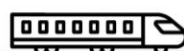
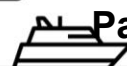
SIGNATURE OF SIGNATORY

WITNESS 1: WITNESS 2:

NAME (in capitals): NAME (in capitals):



PART C2: PRICING DATA



SPECIALIST SERVICE PROVIDER TO DEVELOP AN INTEGRATED PUBLIC TRANSPORT SYSTEM
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C2.1: PRICING INSTRUCTIONS

C2.1.1 For the purposes of this Pricing Schedule, the following words shall have the meanings hereby assigned to them.

Unit: The unit of measurement for each item of work for the Services as defined in the standard specifications or the Scope of Work.

Quantity: The number of units of work for each item.

Rate: The payment per unit of work at which the Service Provider tenders to do the work.

Amount: The product of the quantity and the rate tendered for an item

Lump Sum: An amount tendered for an item, the extent of which is described in the Pricing Schedule, the Scope of Work or elsewhere, but of which the quantity of work is not measured in units.

Provisional Sum An amount allowed for an item and its extent of which is alluded to in the Pricing Schedule, the Scope of Work or elsewhere, but of which the quantity of work is not known.

C2.1.2 The quantities set out in the Pricing Schedule are approximate quantities. The quantities of work finally accepted and certified for payment of the Services and **not** the quantities given in the Pricing Schedule will be used to determine payments to the Service Provider.

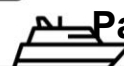
The validity of the Contract shall in no way be affected by differences between the quantities in the Pricing Schedule and the actual quantities finally certified for payment. Work shall be valued at the rates and lump sums tendered.

C2.1.3 The rates and lump sums tenderer shall include full compensation for all overheads, profits, incidentals, mandatory taxes (other than Value Added Tax), for executing the work activities, for accommodation, travelling time and expenses, allowance for delays due to inclement weather, data capturing, all liaison required, project management, insurances, for all risk, obligations and responsibilities, complete ad specified in the Conditions of Contract and Scope of Work.

Value Added Tax (VAT) shall be excluded from the tendered rates, sums and prices. Provision has been made at the end of the Pricing Schedule for the addition of VAT.

C2.1.4 The tenderer shall fill in a rate or a lump sum against each item where provision is made for it even where no quantities are given. Any items against which no rate or sum is entered or where a word or phrase such as “included” or “provided elsewhere” is entered will be accepted as a rate of nil (R 0,00) having been entered against such items and covered by the other prices or rates in the Pricing Schedule. Any work executed to which such a payment item applies, shall be measured under the appropriate items in the Pricing Schedule and valued at a rate of nil (R 0,00). The rate of nil (R 0, 00) shall be valid irrespective of any change in the quantities during the execution of the Contract.

The tenderer shall further fill in a rate against all items where the words “rate only” appears in the amount column. Although no work is foreseen under such an item and no quantities are consequently given in the quantity column, the tendered rate shall apply should work under this item be required. Tenders should note the provisions of Clause C2.1.10.



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If the tenderer should group a number of items together and tender one lump sum or single rate for such a group of items, this single tendered lump sum or rate shall apply to that group of items and not to each individual item, or should the tenderer indicate that full compensation for any item has been included in the rate for another item, the rate for the item included in another item shall be deemed to be nil (R 0, 00).

The tendered lump sum and rate shall be valid irrespective of any change in the quantities during the execution of the Contract.

- C2.1.5 The short descriptions of the payment items in the Pricing Schedule are only given to identify the payment items and to provide specific details. Reference shall, inter alia, be made to the Conditions of Contract, Scope of Work and Drawings (if any) for more detailed information regarding the extent of work entailed under each item.
- C2.1.6 Prices or rates will be subjected to adjustment for escalation as provided for under Clause 14.5 of the Conditions of Contract, if applicable.
- C2.1.7 Interim payments for lump sum payment items may be permitted. Such interim payments shall however be limited to proven progress achieved for that particular service deliverable. The sum of any progress payments made under a particular lump sum payment item shall be deducted prior to calculating any adjustments for escalation as described in clause C2.1.6 above.
- C2.1.8 Provisional Sums (if applicable): Each Provisional Sum shall only be used, in whole or in part, in accordance with the Employer's instructions and the Contract Price shall be adjusted accordingly. The total sum paid to the Service Provider shall include only such amounts, for the work, supplies or services to which the Provisional Sum relates, as the Employer shall have instructed.

For each Provisional Sum, the Employer may instruct plant, materials or services to be procured by the Service Provider in accordance with the Employer's policies, and for which there shall be included in the Contract Price:

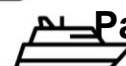
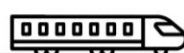
- The actual amounts paid (or due to be paid) by the Service Provider, and
- A sum for compilation and printing of procurement documentation, quotation / tender process and evaluation, and all overhead charges and profit, calculated as a percentage of these actual amounts by applying the relevant percentage rate tendered in the Pricing Schedule.

The Service Provider shall produce all quotations, invoices, vouchers and accounts or receipts in substantiation of any claim under a Provisional Sum.

- C2.1.9 Subject to the conditions stated clause C2.1.10 below, the rates and lump sums filled in by the tenderer in the Pricing Schedule shall be final and binding with regard to submitting the tender and may not be adjusted should there be any mistakes in the extensions thereof and in the total sums appearing in the tender.

Arithmetical errors shall be corrected as stated under Clause F.3.9 of the Conditions of Tender.

In such an event the tenderer will be consulted but, failing agreement between the parties, the decision of the Employer shall be final and binding. Adjustment of the offered total of prices will take place prior to the signing of the contract. Tenderers are urged to



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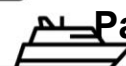
ensure the correctness of their tendered rates and lump sums, the extensions thereof
and summation of the offered total of prices.



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A tender may be deemed non-responsive if the unit rates or lump sums for some of the items in the Pricing Schedule are, in the opinion of the Employer, unreasonable or out of proportion, and if the tenderer fails, within a period of seven (7) days of having been notified in writing by the Employer to adjust the unit rates or lump sums for such items, to make such adjustments.

- C2.1.10 All rates and sums of quoted in the Pricing Schedule shall be in South African Rand and whole cents.
- C2.1.11 The item numbers appearing in the Pricing Schedule refer to the corresponding item numbers in the Scope of Work.



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C2.2: PRICING SCHEDULE

Item	Description	Unit	Estimated Quantity Amount	Task Rate	Amount (RSA currency)
1	Supply and demand survey(s) report				
2	Network route and corridor development plan				
3	Non-Motorized Transport (NMT) integration report				
4	OPERATIONAL PLAN				
5	FINANCIAL STATUS QUO FOR THE EXISTING OPERATORS				
6	FINANCIAL MODEL / FORECASTING FOR A NEW SYSTEM				
7	FINANCIAL PLAN				
8	BUSINESS PLAN				
NAME	POSITION	UNIT	ESTIMATED QUANTITY /AMOUNT	RATE	AMOUNT
	1. Project Manager 2. Transport Planner 3. Transport Economist 4. Transport Engineer				



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PRICING SUMMARY		
	SUB TOTAL	
	VAT 15%	
TOTAL AMOUNT		

I, the undersigned, warrant that I am duly authorised to do so on behalf of the enterprise and confirm that the contents of this schedule are, to my personal knowledge and best belief, both true and correct.

Signed Date

Name Position

Tenderer



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	Tenders will be opened immediately after the closing time for submission at the Department's offices in King William's Town.		
	The quality criteria and maximum score in respect of each of the criteria are as follows:		
	Quality criteria	Sub criteria	Max. no of points
Approach paper which responds to the proposed scope of work and outlines proposed approach / methodology.		Objectives of the Assignment	5
		Issues of Importance	5
		Technical Approach and Methodology	10
		Data Collection and Verification	5
		Stakeholder Engagement	5
Tenderer's Experience		Have the key personnel of the team demonstrated sufficient knowledge with projects of a similar nature and scale	15
Proposed Organisation and Staffing		Indicating clearly the respective roles and responsibilities of the key staff to be assigned to the project	5
Experience of the key staff (assigned personnel) in relation to the scope of work.		General qualifications: Team Leader Others	15 5
		Demonstrated Experience in the Scope of Work: Team Leader Others	15 5
Location of key staff to be assigned to the project.	a) Preferred address in the Eastern Cape on CSD	5 (c) Outside Eastern Cape no satellite office in Eastern Cape: (i) including preferred address less than 3 years (ii) Alternative address less than 3 years	10
	b) Alternative address on CSD in the Eastern Cape in the last 3 years		
	b) Alternative address on CSD in the Eastern Cape	3	
	c) Outside Eastern Cape no satellite office in Eastern Cape: (i) including preferred Address (ii) Alternative address	1	
Maximum possible score for quality (M_s)			100
F.3.11	Prospective PSPs must ensure that they submit the supporting information in respect of the quality criteria <u>under the headings as reflected in the table above.</u>		
F.3.11	<u>All Tender offers that fail to score a minimum of 70 out of a possible 100 points for quality will not be further considered.</u>		



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Evaluation Schedule: Approach Paper

The approach paper must respond to the proposed scope of work and outline the proposed approach / methodology and, where relevant and appropriate, propose the scope of work and / or modifications to the scope of work. The approach paper should articulate what the PSP is offering to provide for the price tendered in the pricing data.

The PSP must as such explain his / her understanding of the objectives of the assignment and the Employer's stated and implied requirements, highlight the issues of importance, and explain the technical approach they would adopt to address them. The approach paper should explain the methodologies which are to be adopted, demonstrate the compatibility of those methodologies with the proposed approach (for instance, the methods of interpreting available data, carrying out investigations, analyses, and studies; and comparing alternative solutions) and address any modifications to or fully develop the scope of work proposed by the Employer. The approach should also include a quality plan which outlines processes, procedures and associated resources, applied by whom and when, to meet the requirements.

The technical approach and methodology portion of the approach paper, read in conjunction with the work plan, should form the basis of the scope of work incorporated in the contract with the successful PSP. Accordingly, this portion of the approach paper should clearly articulate the project deliverables.

The PSP must include his/her approach paper in a separately bound document.

The scoring of the approach paper will be as follows:

	Technical approach and methodology
Poor (score 40)	The technical approach and / or methodology is poor / unlikely to satisfy project objectives or requirements. The PSP has misunderstood certain aspects of the scope of work and does not deal with the critical aspects of the project.
Satisfactory (score 70)	The approach is generic and not tailored to address the specific project objectives and requirements. The approach does not adequately deal with the critical characteristics of the project. The quality plan, manner in which risk is to be managed, etc is too generic.
Good (score 90)	The approach is specifically tailored to address the specific project objectives and requirements and is sufficiently flexible to accommodate changes that may occur during execution. The quality plan and approach to managing risk etc is specifically tailored to the critical characteristics of the project.
Very good (score 100)	Besides meeting the "good" rating, the important issues are approached in an innovative and efficient way, indicating that the PSP has outstanding knowledge of state-of-the- art approaches. The approach paper details ways to improve the project outcomes and the quality of the outputs

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

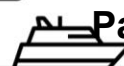
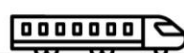
Signed

Date

Name

Position

PSP



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Evaluation Schedule: Tenderer's Experience

The PSP has demonstrated sufficient knowledge with projects of a similar nature and scale? (Max Points = 15)

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

Poor (score 40)	The PSP has limited relevant experience. The proposed team is weak in important areas and is unlikely to deliver within the specified timeframe. There is no clarity in allocation of tasks and responsibilities.
Satisfactory (score 70)	The team has relevant experience but has not dealt with critical issues specific to the assignment. The technical level and composition of the proposed team is adequate and staffing is consistent with both timing and deliverables. At least 1 project of a similar scale and nature undertaken within the last 10 years
Good (score 90)	The PSP has extensive experience in relation to the project and has worked previously under similar conditions and circumstances. Besides meeting the "satisfactory" rating, the proposed team is well balanced i.e. it shows good coordination, complimentary skills, clear and defined duties and responsibilities and a number of experts. Members of the team have worked together before and have undertaken at least 2 projects of a similar scale and nature within the last 10 years.
Very good (score 100)	The PSP has outstanding experience in projects of similar nature. Besides meeting the "good" rating, the proposed team is well integrated and members have worked together extensively in the past and undertaken 3 or more projects of a similar scale and nature within the last 10 years

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

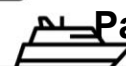
Signed

Date

Name

Position

PSP



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Evaluation Schedule: Proposed Organization and Staffing

The PSP should propose the structure and composition of their team i.e. the main disciplines involved, the key staff member / expert responsible for each discipline, and the proposed technical and support staff. The roles and responsibilities of each key staff member / expert should be set out as job descriptions. In the case of an association / joint venture / consortium, it should, indicate how the duties and responsibilities are to be shared.

The PSP must include his / her organization and staffing proposals in a separately bound document

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

Poor (score 40)	The organization chart is sketchy or the staffing plan is weak in important areas, or the staffing schedule is inconsistent with the timing of the most important deliverables. There is no clarity in allocation of tasks and responsibilities.
Satisfactory (score 70)	The organizational chart is complete and detailed, the technical level and composition of the staffing arrangements are adequate and staffing is consistent with both timing and deliverables.
Good (score 90)	Besides meeting the "satisfactory" rating, staff are well balanced i.e. they show good co-ordination, complimentary skills, clear and defined duties and responsibilities, and limited number of short term experts. Some members of the project team have worked together before on limited occasions.
Very good (score 100)	Besides meeting the "good" rating, the proposed team is well integrated and several members have worked together extensively in the past.

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

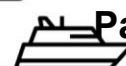
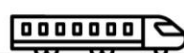
Signed

Date

Name

Position

PSP



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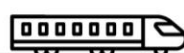
Evaluation Schedule: Experience of Key Staff

Experience of the key staff (assigned personnel) in relation to the scope of work will be evaluated based on their:

- 1) Qualifications (degrees, diplomas, grades of membership of professional societies and professional registrations) in the specific sector, field, subject, etc which is directly linked to the scope of work; and
- 2) Demonstrated experience and knowledge of issues linked to the scope of work which the PSP considers pertinent to the project e.g. local conditions, affected communities, legislation, techniques etc.

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

Qualifications		Score
Team Leader	Others	
B Tech	B Tech	40
B Sc. / B Eng.	B Degree	50
B Sc. / B Eng. (Hons)	B Degree (Hons)	70
MSc. / M Eng.	M Degree	90
PhD / D Eng.	D Degree	100
The score of the other most senior member (excluding the team leader) will be calculated using the same scoring as for the team leader.		
Experience (Number of recent assignments that have a bearing on the Scope of Work)		Score
Team Leader	Others	
2 – 5	2 – 5	40
6 – 8	6 – 8	70
9 – 10	9 – 10	90
> 10	> 10	100
The average of three of the other most senior members (excluding the team leader) will be calculated using the same scoring as for the team leader.		



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Evaluation Schedule: Experience of Key Staff

PSPs shall provide information in respect of the key personnel who will be engaged on the project in the format as per the Tables below.

Qualifications			
Designation	Name	Qualification	Registration Number
Project Manager			
Team Member 1			
Team Member 2			
Team Member 3			
Team Member 4			
Team Member 5			

A detailed and project specific CV of each key staff member should be provided in a separately bound document to support the stated information. The CV should be structured under the following headings:

- 1 Personal particulars
- 2 Qualifications (degrees, diplomas, grades of membership of professional societies and professional registrations)
- 3 Name of current employer and position in enterprise
- 4 Overview of post graduate / diploma experience (year, organization and position)
- 5 Outline of recent assignments / experience that has a bearing on the scope of work, in the following format:

Experience					
Designation	Name	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

It is essential that full details of the projects and of the Employer references be provided in order for the projects to be evaluated and points awarded.

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

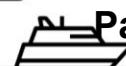
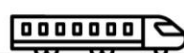
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Date _____

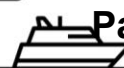
Name _____

Position _____

PSP _____



PART C3: SCOPE OF WORK



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- C3.1 Employer's Objectives**
- C3.2 Site Location**
- C3.3 Description of the Works**
- C3.4 Quality Control**
- C3.5 Work Programme**
- C3.6 Deliverables**
- C3.7 Occupational Health and Safety Specifications**
- C3.8 Measurement and Payment**



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These specifications / scope form an integral part of the contract document and specify in detail the manner in which the Automated Road Condition Assessments are to be carried out.

C3.1 EMPLOYER'S OBJECTIVES

The Employer is responsible for the management of integrated land transport contracts to provide mobility to the commuters in the Eastern Cape.

The Employer intends to appoint a suitable Service Provider to Develop an Integrated Public Transport System based on selected routes that operate through selected municipalities within Eastern Cape Province

C3.2 SITE LOCATION

This Contract includes the development of an Integrated Public Transport System based on selected routes that operate through the following selected districts, namely, Alfred Nzo, OR Tambo, Joe Gqabi, Amathole and Chris Hani Districts, where the current subsidy for bus passengers' services has been implemented and there are 166 routes which were surveyed, but only 134 routes on which the subsidy is being paid and with the remaining 32 routes being not implemented due to budgetary constraints..

C3.3 DESCRIPTION OF THE WORKS

The scope of work is divided in two phases.

Phase 1 shall focus on surveying and analysing the status quo of public transportation, followed by demand forecasting in preparation for the development of an Integrated Public Transport System.

Phase 2 includes the finalisation and the development of an all-inclusive integrated public transport system, including detailed service designs for preferred subsidy options of the district.

The extent of the scope has among other variables taken into consideration and be informed by:

- (a) The National Land Transport Act no.5 of 2009 and its regulations; and
- (b) Public Transport Strategy and action plan of March 2021

Though not limited to these, the project will also be guided by the prescripts of the following additional documents, amongst others:

- Alfred Nzo District Municipality IDP
- Alfred Nzo District Municipality ITP
- Amathole District Municipality IDP
- Amathole District Municipality ITP
- Chris Hani District Municipality IDP
- Chris Hani Municipality ITP
- Eastern Cape Development Plan 2015-2019
- Eastern Cape Province Rural Transport Strategy 2011
- Integrated Public Transport Networks in the Eastern Cape Province 2010
- Joe Gqabi District Municipality IDP
- Joe Gqabi District Municipality ITP
- Minimum Requirements for the Preparation of Integrated Transport Plans as in Government Notice No. 881 issued on the 30th September 2020
- National Transport Master Plan 2050



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- OR Tambo District Municipality IDP
- OR Tambo District Municipality ITP
- Provincial Land Transport Framework 2015 - 2019
- Spatial Planning Land Use Management Act (SPLUMA)
- Technical Transport Planning Guidelines for Local Integrated Transport Plans (LITPs) to be prepared by Type 3 Planning Authorities 2009
- The National Development Plan
- White Paper on National Transport Policy 1996.
- Provincial Transport Master Plan

1.1. Phase 1: Public Transportation Assessment and Forecasting

The public transportation assessment shall include the following:

- (a) Survey and analyze existing public transport operations, licensed and non-licensed of all modes on all routes (corridors, major routes and feeder and distribution routes);
- (b) Survey and analyze existing public transport facilities;
- (c) Forecasting (05 to 20 years) on the travel patterns and demand for public transport services on all routes (corridors, major routes and feeder and distribution routes) in the district;
- (d) Survey the modal preference;
- (e) Survey the use of subsidized bus transport;
- (f) Survey public transport rates charged in the district on the different routes and

The assessment must be able to verify the supply of public transport services on all public transport routes compared to the demand for such services, i.e. confirm whether the routes are lucrative / viable or not, whether the current public transportation is sufficient, over-supplied or under-supplied. The issues of passenger numbers and modal use on routes or corridors must be surveyed in a way that could guide the PRE to grant or not to grant an application for a new entrant in the public transport space.

The outcomes of the assessment must be consolidated into an Operating Licensing Strategy (OLS) and Plan for the district that shall guide the Provincial Regulatory Entity (PRE) in granting operating licenses for all public transport modes.

Major Milestones	Description
Supply and demand survey(s) report	<ul style="list-style-type: none"> • Conduct traffic counts on all potential trunk and feeder routes in order to verify morning, off-peak and afternoon peak demand figures. • Note the location and time of each demand count • Produce a demand survey summary report noting the methodology utilised and the results of the survey work • Develop demand estimations for all modes for both the projected year of initial operation and for the future • Develop a demand profile (by time of day and by station location) for each route of the system that is evaluated through the financial model



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Major Milestones	Description
	<ul style="list-style-type: none"> Develop a demand profile for people with special needs (by location and time for demand on a daily basis)

The service provider will be required to work with the ECDOT and its District officials, and also with the district and local municipalities.

1.2 Phase 2: Finalization of an Integrated Public Transport Network Design

Cabinet approved the Public Transport Strategy and the Public Transport Action Plan in January and March 2007. The Public Transport Strategy has two key strategic thrusts: Accelerated Modal Upgrading and Integrated Rapid Public Transport Networks (IRPTNs).

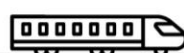
The outcome of this phase must among other form the basis for the restructuring and possible rationalization of current subsidized passenger services in the district.

For the purpose of this exercise, i.e. integrated public transport network designs shall focus on the identification and mapping of key corridors, major routes and feeder and distribution routes. Distances/lengths of the key corridors, major, feeder and distribution routes as well as infrastructure needs must be determined and costed.

The required key activities would amongst others cover, but be limited to the following:

- (i) Design of an Integrated Public Transport Network
- (ii) Detailed service designs for preferred operations
- (iii) Options and estimations on public transport facilities and non- motorized infrastructure;
- (iv) Interface the NMT operations with public transport services;
- (v) Cost estimate for the public transport service options designed;
- (vi) Technical requirements for the infrastructural design on the affected network;
- (vii) Provision of infrastructure costs for the proposed road network,
- (viii) Management system requirements i.e. institutional arrangement;
- (ix) Provide summary of human resource required to manage the implement the detailed IPTN plan; and
- (x) Provide summary of monitoring and evaluation of the IPTN.

Major Milestones	Description
Network route and corridor development plan	<ul style="list-style-type: none"> Develop a corridor plan for the system's full network Develop trunk and feeder route plan for the system's full network Identification and mapping of key corridors, major routes and feeder and distribution routes. Distances / lengths of the key corridors, major, feeder and distribution routes as well as infrastructure needs must be determined and costed. Provide estimations of the number of kilometres of each major infrastructure type for each road network. Develop a proposed phasing of the trunk network over a realistic long-term timeline. Make detailed revisions to the trunk, based on different scenario outputs from the demand and financial modelling



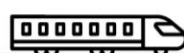
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Major Milestones	Description
	<ul style="list-style-type: none"> • Work shop with the Municipality on the location of trunk and feeder stations • Conduct site inspections of possible trunk and feeder stations and revise original location choices. • Produce a section of the Operations Plan report recording the development of the full network, route and corridor structure • Produce detailed service designs for preferred routes and services in line with available subsidy budget.
Non-Motorised Transport (NMT) integration report	<ul style="list-style-type: none"> • Conduct an audit of pedestrian conditions within at least a metre radius of each trunk and feeder stations. • Develop design and corrective recommendations to improve pedestrian access to trunk and feeder stations, including, where appropriate, pedestrian bridges and walkways. • Provide a summary report on the design recommendations for pedestrian access to stations • Conduct a conceptual siting and design of bicycle parking facilities at trunk stations.
Operational plan	<ul style="list-style-type: none"> • Define the operational characteristics outputs for each scenario model. Conduct operational analysis and define operational characteristics output for each scenario. These characteristics should include: <ul style="list-style-type: none"> ✓ Route and overall system passenger capacity for the particular project phase. ✓ Expected capacity of each vehicle type ✓ Service frequencies and head paths by route and by time of day ✓ Expected hours of operation ✓ Types of services to be operated along a corridor ✓ Projected fleet size for each vehicle type ✓ Develop detailed service design <p>Identify potential land/property sites for the vehicle depots, bus stops, terminus, interchange ideally at both end of major trunk corridors</p> <p>Produce Operations Plan based on the definition of the above characteristics</p> <p>Produce Operations Plan after reviewing comments and revisions from the stakeholders</p>
Financial status quo for the existing operators	<p>Develop a financial model to simulate the operational costs and revenues of the existing operators</p> <p>Determine the existing cost structure of the industry, including:</p> <ul style="list-style-type: none"> • Labour costs • Fuel costs • Vehicle procurement costs • Vehicle maintenance costs • Office costs



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Major Milestones	Description
	<p>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:</p> <ul style="list-style-type: none"> • Per each current route affected • Per each vehicle currently operating on routes
Financial Model / Forecasting for a new system	<p>Develop a financial model to simulate the operational costs and revenues of the proposed system</p> <p>Define key input costs to the system, including:</p> <ul style="list-style-type: none"> • Costs 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 infrastructure development (trunk roads, transfer stations, intermodal facilities and feeder roads) • Costs associated with infrastructure maintenance (roads/path, transfer stations, NMT facilities) <p>Produce a summary report on the definition of key parameters into the financial model</p> <p>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</p> <p>Calculate the full operational costs and revenues for each model run</p> <p>Produce a summary report of each set of scenarios run through the financial model</p>
Financial plan	<p>Produce an Infrastructure Finance Plan for infrastructure requirements</p> <p>Produce an Infrastructure Maintenance Finance Plan for future maintenance requirements of the infrastructure</p> <p>Produce a Vehicle Finance Plan for trunk and feeder vehicles</p> <p>Produce an Operations Finance Plan for operational costs</p>



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Major Milestones	Description
Business plan	<p>Examine the different institutional structures that are possible for the management of the system (e.g. District department, municipal entity, public company, transport authority, non-governmental organization)</p> <ul style="list-style-type: none"> • Provide the institutional options and consult with District officials and make a proposal on the optimum structure. • Detail the organizational roles of the management entity in relation to other organizations. • Develop management entity/ oversight mechanism. • Provide an analysis of the legal steps required to implement the proposed institutional structure; • Provide a monitoring and evaluation mechanism for the management of the IPTN system.

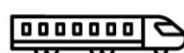
2. DELIVERABLES

2.1.1 Based on the requirements noted in the description of services required as indicated in section 3 of the objectives above, the service provider shall deliver at least the following outputs during the performance of the contract:

- a. Shape files tables, locations of facilities and maps or plans should be captured electronically on a suitable Geographic Information System (GIS). Data should also be presented according to the defined district and local municipal boundaries of Alfred Nzo District, OR Tambo District, Joe Gqabi District, Amathole District, and Chris Hani District.
- b. Present and future transportation demand estimation.
- c. Public transport routes and Non-motorized Transport (NMT) that are necessary to facilitate the safe and efficient movement of people in and around the following Districts and Metropolitan Municipalities Alfred Nzo District, OR Tambo District, Joe Gqabi District, Amathole District, and Chris Hani District including people with disabilities.
- d. Determine the kind of public transport mode and facilities necessary for the people of the District.
- e. Public transport demand for people with special needs and related infrastructure facilities required supported with cost estimates.
- f. Overall public transport networks design, i.e. main public transport routes and feeder routes.
- g. A comprehensive IPTS (including corridors, main routes, feeder and distribution routes)
- h. Detailed service designs that can be used to contract subsidized public transport services.

3. PROJECT MANAGEMENT AND CO-ORDINATION

The Service Provider will have to propose a suitable management structure for the project, with a single point project manager or management committee reporting to the Steering Committee. The consultant will be responsible to prepare a project management plan for the project, which will have to be updated on a three monthly basis for the duration of the project. The project plan will also have to be accompanied by monthly progress reports. The project management plan and progress reports will have to address major project management topics, including time, cost, quality and scope but will also have to address some topics in more detail, including milestones and progress thereon agreed with the department, stakeholder engagement planning and progress and highlighting project risks and possible mitigation measures. The Project Manager should be qualified for this task.



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4. RESPONSIBILITIES AND DUTIES

- 4.1 The Service Provider, the Districts municipalities in conjunction with the Department or Project Steering Committee will be responsible to co-ordinate the process with all other relevant stakeholders.
- 4.2 The Project Steering Committee will also be responsible to monitor the process with the Service Provider being responsible for the quality of the final output. Regular project meetings should be held with stakeholders to obtain necessary inputs into the audit process. The quality control of the project will be done by the Eastern Cape Department of Transport.
- 4.3 Notwithstanding the fact that a description of the services has been provided above, Eastern Cape Department of Transport shall be entitled to request additional services related to deliverables required to ensure the successful completion of the services set out above on such further terms and conditions as may be agreed between the parties in writing.
- 4.4 The service provider shall at all times faithfully and timeously carry out and perform the Services
- 4.5 The Service Provider shall as part of his/her duties, attend such meetings as may be required by the Eastern Cape Department of Transport from time to time and submit weekly or monthly progress reports on the services as may be required and requested.

5. SKILLS TRANSFER

The appointed service providers will be expected to transfer the necessary skills to the existing Departmental personnel and indicate the time frames in terms of transferring the skills. The Department will identify personnel who will work with the appointed service provider on a regular basis for the purpose of skill transfer. Manpower required for surveys and data collection shall be recruited from local tertiary institutions and communities (where feasible). Importantly, the Programme to champion, monitor and report on skills transfer.

6. PROCUREMENT

6.1 Time Frame

The duration of the entire project (assessment and the compilation of a comprehensive IPTN plan) is not expected to exceed eighteen (18) months after awarding of tender. Phase 1 to be completed within eight (08) months and phase 2 within ten (10) months.

The successful bidder will be required to sign a service level agreement with the Eastern Cape Department of Transport prior to the commencement of the project.

7. Project Proposal

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

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



8. Skills / Expertise required

The Eastern Cape Department of Transport invites service providers or consortia to bid to undertake the above project. The necessary skills / expertise required include:

- Transport planning
- Transport Economics
- Transport engineering
- Research skills and capabilities
- Transport policy, strategy and framework development
- Past experience in transport planning, policy, strategy and framework development and implementation of projects of this nature.

9.1. Pricing (all disbursements should be included)

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

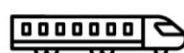
9.2. Payment terms

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

9.3. Project Execution and Client Meetings

The following should be adhered to during the project:

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



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9.4. Reporting

- The successful service provider shall provide the Department with the Project Plan within seven (7) working days after appointment.
- The service provider shall provide the Eastern Cape Department of Transport with monthly progress reports on the project.
- The successful service provider shall liaise with all relevant stakeholders for:
 - ✓ Meetings and presentations
 - ✓ Consultations on information gathering exercises
 - ✓ Data collection exercises' etc

9.5. Final product

- The final product, five (5) x hard and electronic full coloured copies of Integrated Public Transport Network Plan conforming to the terms of reference as discussed above and prepared to the satisfaction of the Project Steering Committee and ready for submission to the Eastern Cape Department of Transport, for consideration.

10. TOTAL CONTRACT QUALITY PLAN

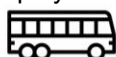
Quality is intrinsic to the survey's success. Tenderers shall submit a Total Contract Quality Plan with their tender submissions. The Total Contract Quality Plan shall at least include the following:

- Project Plan that describes all processes and time framework in which the survey will be completed. No exact dates need to be stated in the project plan but rather a relative timeframe including measurements of Reference Sections before and after the network measurements (e.g. 2 months after the date of appointment).
- Calibration procedures and certificates for all equipment to be used by the Tenderer shall be part of the Total Contract Quality Plan.
- Contingency Plan including backup equipment, a second trained operator, planning for inclement weather, etc.
- The Tenderer shall specify a system whereby he will complete a form or a logbook to note the outcome of the daily checks, which is to be performed on the profilers.
- The Tenderer shall describe the format and contents of the raw data files collected by the profilers.
- The Tenderer shall discuss general quality issues like:
 - assuring integrity of the data,
 - action plan in the case of an accident,
 - how to ensure consistency of data if the appointed operator cannot proceed with the survey, etc.

The Total Contract Quality Plan shall include a draft Safety Plan. The draft Safety Plan shall provide evidence of the Tenderer's planning regarding the following aspects of safety and include at least the following headings:

- Safety precautions for surveys
- Safety procedures during execution of the surveys
- Emergency procedures in cases of incidents
- Compliance with OHSA as relevant

The Employer and/or Employer's agent will assess the Total Contract Quality Plan (including draft Safety



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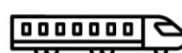
Plan) and comment to the successful tenderers on the acceptability of the plan and any shortcomings. The draft plan must then be updated to the satisfaction of the Employer before the Service Provider commences any surveys.

C3.5 WORKS PROGRAMME

Successful Tenderers will be given an official order and arrangements for the pre-survey profile verification will be made, and a date will be fixed, if required by the Employer. Should the Employer have any comments on the Service Provider's Total Contract Quality Plan, these would be given to the Service Provider. The time for completion is four (4) months from the date of the order.

The Service Provider must, within seven (7) calendar days after the date of the official order, present a detailed programme of work for all aspects of the surveys.

Weekly progress reports have to be submitted to the Engineer, confirming progress versus the works program and stating reasons for delays, if any.



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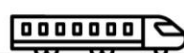
C3.6 DELIVERABLES

10. DELIVERABLES

- 10.1 Based on the requirements noted in the description of services required as indicated in section 3 of the objectives above, the service provider shall deliver at least the following outputs during the performance of the contract:
- Shape files tables, locations of facilities and maps or plans should be captured electronically on a suitable Geographic Information System (GIS). Data should also be presented according to the defined district and local municipal boundaries of Alfred Nzo District, OR Tambo District, Joe Gqabi District, Amathole District, and Chris Hani District.
 - Present and future transportation demand estimation.
 - Public transport routes and Non-motorized Transport (NMT) that are necessary to facilitate the safe and efficient movement of people in and around the following Districts and Metropolitan Municipalities Alfred Nzo District, OR Tambo District, Joe Gqabi District, Amathole District, and Chris Hani District including people with disabilities.
 - Determine the kind of public transport mode and facilities necessary for the people of the District.
 - Public transport demand for people with special needs and related infrastructure facilities required supported with cost estimates.
 - Overall public transport networks design, i.e. main public transport routes and feeder routes.
 - A comprehensive IPTN Plan (including corridors, main routes, feeder and distribution routes)
 - Detailed service designs that can be used to contract subsidized public transport services.

11. PROJECT MANAGEMENT AND CO-ORDINATION

The Service Provider will have to propose a suitable management structure for the project, with a single point project manager or management committee reporting to the Steering Committee. The consultant will be responsible for preparing a project management plan for the project, which will have to be updated on a three monthly basis for the duration of the project. The project plan will also have to be accompanied by monthly progress reports. The project management plan and progress reports will have to address major project management topics, including time, cost, quality and scope but will also have to address some topics in more detail, including milestones and progress thereon agreed with the department, stakeholder engagement planning and progress and highlighting project risks and possible mitigation measures. The Project Manager should be qualified for this task.



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12. RESPONSIBILITIES AND DUTIES

- 12.1 The Service Provider, the District municipalities in conjunction with the Department or Project Steering Committee will be responsible to co-ordinate the process with all other relevant stakeholders.
- 12.2 The Project Steering Committee will also be responsible for monitoring the process with the Service Provider being responsible for the quality of the final output. Regular project meetings should be held with stakeholders to obtain necessary inputs into the audit process. The quality control of the project will be done by the Eastern Cape Department of Transport.
- 12.3 Notwithstanding the fact that a description of the services has been provided above, Eastern Cape Department of Transport shall be entitled to request additional services related to deliverables required to ensure the successful completion of the services set out above on such further terms and conditions as may be agreed between the parties in writing.
- 12.4 The service provider shall at all times faithfully and timeously carry out and perform the Services
- 12.5 The Service Provider shall as part of his/her duties, attend such meetings as may be required by the Eastern Cape Department of Transport from time to time and submit weekly or monthly progress reports on the services as may be required and requested.

13. SKILLS TRANSFER

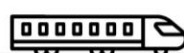
The appointed service providers will be expected to transfer the necessary skills to the existing Departmental personnel and indicate the time frames in terms of transferring the skills. The Department will identify personnel who will work with the appointed service provider on a regular basis for the purpose of skill transfer. Manpower required for surveys and data collection shall be recruited from local tertiary institutions and communities (where feasible). Importantly, the Programme to champion, monitor and report on skills transfer.

14. PROCUREMENT

14.1 Time Frame

The duration of the entire project (assessment and the compilation of a comprehensive Integrated Public Transport System) is not expected to exceed eighteen (18) months after awarding of tender. Phase 1 to be completed within eight (08) months and phase 2 within ten (10) months.

The successful bidder will be required to sign a service level agreement with the Eastern Cape Department of Transport prior to the commencement of the project.



14.2 Project Proposal

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

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

14.3 Skills / Expertise required

The Eastern Cape Department of Transport invites service providers or consortia to bid to undertake the above project. The necessary skills / expertise required include:

- Transport planning
- Transport Economics
- Transport engineering
- Research skills and capabilities
- Transport policy, strategy and framework development
- Past experience in transport planning, policy, strategy and framework development and implementation of projects of this nature.

14.4 Pricing (all disbursements should be included)

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

14.5 Payment terms

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

14.6 Project Execution and Client Meetings

The following should be adhered to during the project:

- Regular reporting during the project will be required as per detailed reporting requirements below.
- Critical aspects should be discussed and agreement should be reached with the Project Steering Committee before implementation of such aspects.
- All information or reports compiled for the Project Steering Committee must be made available to the Project Steering Committee in hard copy as well as in electronic format, or as required at the time.
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Committee. Any request for information, even from another government institution should first be cleared with the Project Steering Committee.

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

14.7 Reporting

- The successful service provider shall provide the Department with the Project Plan within seven (7) working days after appointment.
- The service provider shall provide the Eastern Cape Department of Transport with monthly progress reports on the project.
- The successful service provider shall liaise with all relevant stakeholders for:
 - ✓ Meetings and presentations
 - ✓ Consultations on information gathering exercises
 - ✓ Data collection exercises' etc



14.8 Final product

- The final product, five (5) x hard and electronic full coloured copies of Integrated Public Transport System conforming to the terms of reference as discussed above and prepared to the satisfaction of the Project Steering Committee and ready for submission to the Eastern Cape Department of Transport, for consideration.

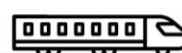
DATA SUBMISSION – PROFILE

- The Service Provider shall submit the data in Comma Separated Values (CSV) Files.
- Table 2 below provides the minimum criteria for the set of columns to be provided in the data submission for the Profile Data.

Table 2: Data file formats – Profile

Column Description	Column Heading	Length	DATA TYPE	Format
Authority ID	AUTH_ID	5	TEXT, alphanumeric	The unique id given to an authority, this associates the network link to the relevant authority

- The Service Provider shall also submit all raw data files containing elevation data and calibrated profiles. The Service Provider shall describe the format and contents of the raw data file as created by his system in the Total Contract Quality Plan.
 - The Service Provider shall mention any problems or possible data errors and files with incomplete or incorrect data of the network survey and give an explanation for the problem.
 - The Service Provider shall submit the data to the Employer no later than 14 calendar days after completion of the survey, according to his detail works program.
 - The Service Provider shall be available for a period of 1 month after submission of the data to answer any questions or clear up discrepancies that might occur.
 - The Service Provider will be held responsible for re-testing of roads if the Employer can prove beyond doubt that proper data collection procedures were not followed. However, the Employer has to identify such roads within the first month after data submission and notify the Service Provider immediately.
-
- The Service Provider shall also submit all raw data files containing elevation data and calibrated profiles. The Service Provider shall describe the format and contents of the raw data file as created by his system in the Total Contract Quality Plan.
 - The Service Provider shall mention any problems or possible data errors and files with incomplete or incorrect data of the network survey and give an explanation for the problem.
 - The Service Provider shall submit the data to the Employer no later than 14 calendar days after completion of the survey, according to his detail works program.
 - The Service Provider shall be available for a period of 1 month after submission of the data to answer any questions or clear up discrepancies that might occur.
 - The Service Provider will be held responsible for re-testing of roads if the Employer can prove beyond doubt that proper data collection procedures were not followed. However, the Employer has to identify such roads within the first month after data submission and notify the Service Provider immediately.



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C3.7 OCCUPATIONAL HEALTH AND SAFETY SPECIFICATIONS

C3.7.1 Introduction

a) List of abbreviations

DOT	Department of Transport of the Province of the Eastern Cape
HIRA	Hazard Identification Risk Assessment
OHSA	Occupational Health and Safety Act No. 85 of 1993 (as amended)
HSA	Health and Safety Agent
HSP	Health and Safety Plan
HSS	Health and Safety Specification
PPE	Personal Protective Equipment
SANS	South African National Standards (Authority)

b) Definitions

The definitions used will be those set out in the Regulation Gazette No 7721 of 18 July 2003 with the following additions:

Client: Means the Employer, as defined in the Conditions of Contract.

Hazard Identification and Risk Assessment (HIRA) and Risk Control: Means a documented plan, which identifies hazards, assesses the risks and details the control measures and safe working procedures which are to be used to mitigate and control the occurrence of hazards and risks during construction or operation phases.

Health and Safety Agent: Means any person who acts as a representative for the Client in managing the overall health and safety work as their responsible person.

Health and Safety Plan: Means a documented plan which answers to the Health and Safety Specification, including all the supporting documentation that indicate how the Service Provider or Contractor plans to manage Health and Safety for the duration of the Contract.

Service Provider: Means the Consultant appointed by the DOT to undertake the visual assessment work as detailed in the tender

Regulation/s: Means the relevant regulation/s promulgated in terms of the Occupational Health and Safety Act, No. 85 of 1993.

Risk: Means the probability or likelihood that a hazard can result in injury or damage.

Site: Means the roads which are to be assessed by the Service Provider. Where there is no demarcated boundary it will include all adjacent areas and roads which are reasonably required for the activities of the Service Provider.

c) Key Role-players

Client's Representative: Head of Department, Department of Transport of the Province of the Eastern Cape

Client's Agent: B. Makambi



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d) Key References

Occupational Health and Safety Act No. 85 of 1993 and Regulations (as amended)
Compensation for Injury and Occupational Diseases Act No. 100 of 1993 (as amended)
Committee of Transport Officials (COTO)
South African Roads Traffic Safety Manual (SARTSM) Chapter 2, Volume 13 of 1999
Road Traffic Safety Act No. 93 of 1996 (as amended)

C3.7.2. Purpose of the Health and Safety Specification (HSS)

The HSS is a performance specification to ensure that the Client and any bodies that enter into formal agreements with the Client (i.e. the Service Provider) achieve an acceptable level of OHS performance. The Client has a zero tolerance to non-compliance and the endangering of the lives of workers and the public. The purpose of the HSS is to assist Service Providers to achieve compliance with the Occupational Health and Safety Act and Regulations, in order to reduce incidents, injuries and occupational illnesses.

No advice, approval of any document required by the HSS (i.e. hazard identification and risk assessment, action plans) or any other form of communication from the Client shall be construed as an acceptance by the Client. Nor shall such communication relieve or absolve the Service Provider from any obligation or from achieving compliance with legal requirements. The Service Provider remains responsible for achieving the required performance levels and must sign an OHSA S.37.2 Mandatory Agreement with the Client. (Refer C1.3: Health and Safety Agreement).

The HSS highlights the aspects to be implemented over-and-above the minimum requirements of current legislation. Requirements may be changed should new risks or issues be identified during the course of the project.



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C3.7.3. Implementation of the HSS

The HSS forms an integral part of the Contract and Service Providers are required to make it an integral part of their Contracts with Contractors and Suppliers. No work may commence prior to receipt of written approval of the HSP by the HSA. Failure to do so will be noted as a serious offense, and will result in a fine, and/or stoppage of part of, or the whole works, with no extension of time or allowable claims.

This specification must be read in conjunction with the OHSA, it's Regulations (as amended) and any other standards relating to work being done and ensure compliance thereto. The information relative to the Scope of the Work as detailed under Part 3 of the Contract (Refer C3.1 to C3.6), is to be taken into account when developing the Health and Safety Plan (HSP) and associated documentation.

Should there be a change in the Scope of Work, an amended HSS may be issued. In such an instance, the Service Provider will be required to resubmit an amended HSP for consideration by and approval of the HSA.

The HSA will conduct a monthly audit (or more frequently, if deemed necessary) of the Service Provider to monitor compliance with the HSP. Non-conformances will be noted, with fines being issued or work stopped, where appropriate.

C3.7.4. HSP Framework

The Service Provider has to demonstrate to the Client that he has a suitable and sufficiently documented HSP as well as the necessary competencies, experience and resources to perform the work safely.

The current legislative requirements, SANS codes and any other standards that may guide practice are to be taken into consideration in the HSP. The HSP shall provide evidence of the Service Provider's planning regarding the following aspects of safety and include at least the following:

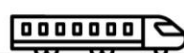
- Safety precautions for surveys / assessments
- Safety procedures during execution of the surveys / assessments
- Emergency procedures in cases of incidents and or accidents
- Compliance with OHSA as relevant

C3.7.5. Project Specific Requirements

a) Risk Management

The Client has identified the following risks, activities and considerations for which risk assessments, standard working procedures, management and control measures need to be addressed. (The Service Provider needs to supplement this with his own risk assessment, to ensure compliance with the OHSA):

- Working on or near roads, with particular emphasis on:
 - leaving and entering vehicles parked at the road side,
 - inspecting road surfaces,
 - travelling at slow speeds on public roads, and
 - conducting assessments whilst travelling



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- Working in remote areas, with particular emphasis on:
 - access to sustenance, and
 - dehydration



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- Neighbouring environmental influences such as bees, snakes, dogs, lightning, etc.

b) Emergency Procedures

As the locations are remote and advanced medical support absent, attention to emergency planning and procedures is very important. Emergency procedure(s) shall include, but shall not be limited to, fire, accidents to employees, major incidents/accidents, etc. The service provider shall advise the HSA and all relevant authorities forthwith, of any emergencies, together with a record of action taken. This shall be confirmed in writing as soon as possible after the incident. A contact list of all service providers (Fire Department, Ambulance, Police, Medical and Hospital, etc.) must be maintained and available to all personnel. These procedures shall form part of the HSP.

c) First Aid

Each assessor shall have completed at least a Level 1 accredited first aid course, prior to undertaking any visual assessments. Each assessor shall carry a first aid kit in their vehicle at all times.

The vehicle shall be equipped with an amber-coloured flashing light of the rotating parabolic reflector type, at least 150 mm high, with a minimum intensity of 100 W. It shall be visible at any angle from the vehicle. The warning light shall be switched on at all times and a sign reading "ROAD INSPECTION" with letters at least 150mm high shall be displayed when the vehicle is used on site.

d) Personal Protective Equipment and Clothing

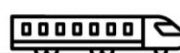
The service provider shall ensure that all assessors are issued with and shall wear reflective vests at all times.

All survey vehicles shall be fitted with at least one operational orange, rotating safety lamp and suitable warning signs, adequate for ensuring safety of the Assessors and all third parties.

C3.7.6. Appointment of Health and Safety Personnel

In terms of Section 16 of the OHSA, the Chief Executive Officer of the service provider may delegate, in writing, part or all of his powers to a suitable person at all the locations. Each assessor will also assume the role of and perform the duties of a Health and Safety Officer and Traffic Safety Officer. The Service Provider shall ensure that the assessors are competent persons, capable of fulfilling this role.

The appointment of competent persons to supervise parts of the Works does not relieve the service provider from any of his responsibilities to comply with **all** requirements of the OHSA



C3.7.7. Health and Safety File

The service provider shall maintain a Health and Safety File in his office at all times. A copy thereof, shall be kept in each Assessor's vehicle for the duration of the contract. The service provider shall appoint a suitably qualified person to prepare the Health and Safety File and to keep it up to date for the duration of the contract.

The Health and Safety File shall include at least the following information:

- All Documents as required by the Act and Regulations
- All Health and Safety reports of inspections and audits
- All non-conformity reports
- All Hazard Identification and Risk Assessments carried out for the project.
- All method statements
- Minutes of all relevant meetings
- Incident records, including investigations and results
- Record of all appointments under the Regulations
- Medical certificates of fitness and a copy of drivers licences.
- Record of Competencies
- Training Records

The Health & Safety File shall, in electronic version, be handed over to the Client on completion of the contract.

It must contain all the documentation as set out above, or as instructed, as well as any handed to the Service Provider by any subcontractors.

C3.7.8. Arrangements for Monitoring and Review

The Client, or the HSA, may conduct a Monthly Audit to audit compliance to ensure that the service provider has implemented and is maintaining the agreed and approved HSP.

The Client reserves the right to conduct other ad hoc audits and inspections as deemed necessary. A representative of the must accompany the Client, or his agent, on all audits and inspections and may conduct his own audit/inspection at the same time. Each party will, however, take responsibility for the results of its own audit/inspection results.

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APPENDICES

APPENDIX A: LOCALITY PLAN

