transport

Department:
Transport
REPUBLIC OF SOUTH AFRICA

BID NUMBER:	**DOT/02/2025/CA**
DESCRIPTION:	**APPOINTMENT OF A SERVICE PROVIDER/ CONSULTANT TO ADVISE THE REGULATING COMMITTEE IN THE ISSUANCE OF 2026/27- 2030/31 PERMISSIONS TO LEVY AIRPORT AND AIR TRAFFIC SERVICE CHARGES FOR AIRPORTS COMPANY OF SOUTH AFRICA (ACSA) AND AIR TRAFFIC AND NAVIGATION SERVICES (ATNS) FOR A PERIOD OF TWELVE MONTHS.**
CLOSING TIME:	**11:00 AM**
CLOSING DATE:	**~~16 MAY 2025~~** 17 May 2025
BRIEFING SESSION:	**COMPULSORY BRIEFING SESSION** **DATE:** 09 ~~08~~ **MAY 2025** 09 May 2025 **TIME: 11:00 AM** **VENUE: INDABA BOARDROOM**
VALIDITY PERIOD:	**120 DAYS**

INFORMATION TO BIDDERS

1. CONTENTS OF THE BIDDER PACK

Tender Pack Doc	Title	Type	Purpose
1	Information to Bidders	PDF	For Information
2	Bidder Checklist	MS Word	• To be printed, filled in full and signed. • Technical Envelope.
3	Terms of Reference	PDF	• Functionality Requirements. • To be printed and signed. • Technical Envelope.
4	Rules of Bidding **(Annexure A)**	PDF	• Supplement to GCC. • To be printed and signed. • Technical Envelope.
5	SLA **(Annexure C)**	PDF	• Draft Service Level Agreement for discussion during appointment. • To be printed and signed. • Technical Envelope.
6	SBD 1 – Invitation to bid	PDF	• To be printed, filled in full and signed. • Technical Envelope.
7	• SBD 2 – Tax clearance certificate requirements. • CSD report/ SARS pin number/MAAA registration number. • ID copies	PDF	• Tax Clearance Certificate to be submitted for screening purposes. • Provide CSD number /SARS pin/ • ID copies of shareholder/s or Directors of the company to be submitted for screening purposes • Technical Envelope.
8	SBD 4 – Bidder's Disclosure	PDF	• To be printed, filled in full and signed. • Technical Envelope
9	General Conditions of Contract	PDF	• To be printed, filled in full and signed. • Technical Envelope
10	SBD 3.3 pricing schedules must be submitted before or on the closing date of the bid in sealed envelopes and clearly marked as pricing schedule/Financial proposal.	PDF	• Information requirement for compliance • To be printed, filled in full and signed. • Financial Envelope.
11	SBD 6.1 Preferential Claim Form in terms of Preferential Procurement Regulation (PPR) 2022, if applicable	PDF	• To be printed, filled in full and signed. • Financial Envelope.
11	CV templates or experience templates for positions indicated in the TOR as **Annexure D**	MS Word/Excel	• For completion in the MS Word Form as provided. • Technical Envelope.
12	Pricing template as indicated in the TOR as **Annexure B**	MS Word/Excel	• For completion in the MS Word/Excel Form as provided. • Financial Envelope.

2. INSTRUCTIONS FOR COMPLETION AND SUBMISSION OF BID PROPOSALS

This bid and all contracts emanating there from shall be subject to the General Conditions of Contract issued in accordance with of the Treasury Regulations 16A published in terms of the Public Finance Management Act, 1999 (Act 1 of 1999).

2.1 COMPLETION AND FORMAT OF BID PROPOSALS

a. Bidders are advised that, in order to facilitate for an efficient evaluation process, the bid should be as prescribed, concise and written in plain English.
b. Bids should be clearly indexed with supporting documents clearly marked. It is recommended that bidders follow the TOR, specifically evaluation criteria and deliverables as a guide for compilation/sequence of the proposal information.

2.2 CLARIFICATIONS

a. Requests for clarification must be made in writing by e-mail to Bids@dot.gov.za.
b. Requests for clarification shall be accepted by the DOT up until 10 days before closing date.
c. The submission bid number [**DOT/02/2025/CA**] should be included in the subject line of the email.
d. No telephonic requests for clarification shall be entertained.
e. The clarifications shall be made available to all bidders by a notification on the etender website, and in cases of a compulsory briefing sessions, to all attendees.

3. EVALUATION PROCESS

The evaluation process comprises of the following stages:

3.1 STAGE 1: Mandatory and Administrative compliance process

a. Bidders must submit all Standard Bidding Documents (SBD), as outlined in the TOR. The SBD forms must be completed in full and duly signed where required including Central Supplier Database (CSD) number/report for verification of tax compliance status.
b. For bids that include mandatory requirements as listed in the Terms of Reference, non-compliance will lead to disqualification.

3.2 STAGE 2: Functionality evaluation - Desktop

a. Bids shall be evaluated strictly according to the bid evaluation criteria stipulated in this section of the Terms of Reference (TOR).
b. Bidders must, as part of their bid documents, submit supportive documentation for all functionality requirements as indicated hereunder. The committee will verify all documents submitted on time by the bidders.
c. Bidders need not rate themselves but to ensure that all information is submitted as required.

3.3 STAGE 3: Functionality evaluation – Interview/site visit/demo

The DOT shall invite bidders who score a minimum threshold of 70 points **and above** for Interview/demo that forms part of the technical/functionality evaluation process in the Terms of Reference. Bidders who are successful in meeting the functionality threshold of 70 points during this stage will be evaluated further on Preferential Procurement Regulation (PPR).

3.4 STAGE 3: Preferential Procurement Regulation (PPR), 2022

The applicable formula (80/20) will be utilised to award the bid, of which eighty (80) points are allocated for price as allocated in the enclosed form SBD 6.1. that must be completed, and the remaining twenty (20) points are allocated for the specific goals as indicated in the TOR.

4. SCORING METHODOLOGY

4.1 Each BEC member shall score each individual criterion on the score sheet/system using the values: 0-5 as detailed in the TOR scoring criteria.

4.2 Individual value scores of BEC members shall be consolidated to obtain the marks scored for all elements. These scores shall be added and averaged according to the number of BEC members. Only bidders that have met or exceeded the minimum threshold as specified above will be considered for further evaluation (PPR 2022).

5. MANDATORY REQUIREMENTS

NB: Failure to comply with this bid requirements as stated in the attached Terms of Reference (TOR) will be disqualified.

6. TAX CLEARANCE CERTIFICATE

6.1 Bidder's tax matters must be compliant at the time of award.

6.2 In case where a bidder's tax matters are non-compliant a bidder will be given seven (7) days to remedy the tax matters. Failure to remedy this may invalidate the bid.

7. VALUE ADDED TAX

All bid prices must be inclusive of 15% Value-Added Tax and quoted in Rands.

8. CLIENT BASE

The DOT reserves the right to contact references during the evaluation and adjudication process to obtain information.

9. LEGAL IMPLICATIONS

Successful bidder/s must be prepared to enter into a contract with the DOT.

10. COMMUNICATION

Supply Chain Management (SCM) within the DOT shall communicate with bidders for, among others, where bid clarity is sought, to obtain information or to extend the validity period.

11. COUNTER CONDITIONS

Bidders' attention is drawn to the fact that amendments to any of the Information to bid by bidders shall result in invalidation of such bids.

12. PROHIBITION OF RESTRICTIVE PRACTICES

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

a. directly or indirectly fixing a purchase or selling price or any other trading condition;
b. dividing markets by allocating customers, suppliers, territories or specific types of goods or services; or
c. collusive bidding.

12.2 If a bidder(s) or contractor(s), in the judgment of the purchaser, has/have engaged in any of the restrictive practices referred to above, the purchaser may, without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered or terminate the contract in whole or in part and refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

13. FRONTING

13.1 The DOT supports the spirit of broad based black economic empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background the DOT condemns any form of fronting.

13.2 The DOT, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry/investigation, the onus will be on the bidder / contractor to prove that fronting does not exist. Failure to do so within a period of 14 days from date of notification may invalidate the bid/contract and may also result in the restriction of the bidder/contractor to conduct business with the public sector for a period not exceeding ten years, in addition to any other remedies the National Treasury may have against the bidder/contractor concerned.

14. TIMEFRAMES AND FORMAL CONTRACT

Successful bidder(s) will be required to enter formal contract with the DOT.

15. PACKAGING OF THE SUBMISSION

The bidder shall place both the sealed Technical/ Functionality Proposal and Price Schedule (3.3)/ Financial Proposal envelopes into an outer sealed envelope or package, and must be clearly marked as indicated below:

ENVELOPE NO.1: FUNCTIONALITY PROPOSAL

BID DESCRIPTION:	
BID No:	
Submission closing date:	
Submission closing time:	
Name of bidder:	
Contact number of bidder:	
Address of bidder:	

ENVELOPE NO.2: PRICE SCHEDULE / FINANCIAL PROPOSAL (SBD 3.3)

BID DESCRIPTION:	
BID No:	
Submission closing date:	
Submission closing time:	
Name of bidder:	
Contact number of bidder:	
Address of bidder:	

NB: In this envelope, the bidder shall provide the SBD 3.3/ financial proposal completed and signed.

16. CONTACT DETAILS

Physical address: Forum building, 159 Struben Street, Pretoria

National Department of Transport

Private Bag X193, Pretoria, 0001

For any enquiries, email: Bids@dot.gov.za

CHECKLIST:DOT/02/2025/CA: THE APPOINTMENT OF A SERVICE PROVIDER/ CONSULTANT TO ADVISE THE REGULATING COMMITTEE IN THE ISSUANCE OF 2026/27-2030/31 PERMISSIONS TO LEVY AIRPORT AND AIR TRAFFIC SERVICE CHARGES FOR AIRPORTS COMPANY SOUTH AFRICA (ACSA) AND AIR TRAFFIC AND NAVIGATION SERVICES (ATNS) FOR A PERIOD OF TWELVE (12) MONTHS.

NB	SERVICE PROVIDERS MUST INDICATE WITH A TICK	YES	NO
1	Did you take note that bids submitted by mail must be sent per registered mail and reach the Department in time to be **deposited in the Tender Box before the closing date and time**?		
2	Are you familiar with the contents of the SBD 1 Form? Did your authorised official **complete and sign the SBD 1 Form**?		
3	Did you submit an **original and valid Tax Clearance Certificate**? In bids where consortia/joint venture/sub-contractors are involved; **each party must submit a separate Tax Clearance Certificate** (paragraph 4 of the SBD 2 form)		
4	Please note that **SBD 1** must form part of the Technical proposal. (**The envelope must be marked Technical proposal)**		
6	Is the **SBD 6.1 Form completed and signed**? In bids where consortia /joint ventures sub-contractors are involved, **both parties must submit one B-BBEE Status Level Verification Certificate.**		
7	Have you taken note of the General Conditions of Contract and **signed** the bottom of each page thereof?		
8	**Is your bid/proposal complete and responsive in all respects to the specifications/terms of reference?**		
9	**Please note that late bids will not be considered**.		
10	**Updated CSD report must be attached, and all companies forming a JV/Consortium/Subcontract submitted their CSD report?**		

Declaration: I, the undersigned (Full Name) ..... certify that I have noted the contents of the above-mentioned checklist and have complied with the stipulations contained therein.

..... **Signature**

..... **Date**

..... **Position**

..... **Name of Bidder**

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*NAME OF DEPARTMENT/ PUBLIC ENTITY*)					
BID NUMBER:	**DOT/02/2025/CA**	**CLOSING DATE:**	**16 MAY 2025**	CLOSING TIME:	11:00
DESCRIPTION	**APPOINTMENT OF A SERVICE PROVIDER/ CONSULTANT TO ADVISE THE REGULATING COMMITTEE IN THE ISSUANCE OF 2026/27- 2030/31 PERMISSIONS TO LEVY AIRPORT AND AIR TRAFFIC SERVCIE CHARGES FOR AIRPORTS COMPANY SOUTH AFRICA (ACSA) AND AIR TRAFFIC AND NAVIGATION SERVICES (ATNS) FOR A PERIOD OF TWELVE MONTHS.**				

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*

NATIONAL DEPARTMENT OF TRANSPORT 159 FORUM BUILDING CORNER BOSMAN AND STRUBEN STREET

PRIVATE BAG X 193

PRETORIA 0001

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON	**MR J MASHININI / MR L MASHILE**	CONTACT PERSON	**MS. C MATHONSI**
TELEPHONE NUMBER	**012 309-3045/3429**	TELEPHONE NUMBER	**012 309 309 3939**
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS	**Mashinij@dot.gov.za/MashileL@dot.gov.za**	E-MAIL ADDRESS	**mathonsic@dot.gov.za**

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		**OR**	CENTRAL SUPPLIER DATABASE No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] ☐ Yes ☐ No	

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES, ANSWER PART B:3]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.

1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**

1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS

2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.

2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.

2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.

2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.

2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....
(Proof of authority must be submitted e.g. company resolution)

DATE: .....

ANNEXTURE A

TECHNICAL PROPOSAL

transport

Department:
Transport
REPUBLIC OF SOUTH AFRICA

THE APPOINTMENT OF A SERVICE PROVIDER/ CONSULTANT TO ADVISE THE REGULATING COMMITTEE IN THE ISSUANCE OF 2026/27- 2030/31 PERMISSIONS TO LEVY AIRPORT AND AIR TRAFFIC SERVICE CHARGES FOR AIRPORTS COMPANY SOUTH AFRICA (ACSA) AND AIR TRAFFIC AND NAVIGATION SERVICES (ATNS) FOR A PERIOD OF TWELVE (12) MONTHS.

DOT/02/2025/CA

CONTACT DETAILS

Administrative Contact	**Technical Contact**
Bidding Office	**Project Managers**
Name: Mr. Lucky Mashile Directorate: Supply Chain Management	Name: Ms. Charmaine Mathonsi Directorate: Economic Analysis & Regulation
Tell:012 309 3429 E-mail: MashileL@dot.gov.za	Tell:012 309 3939 E-mail: mathonsic@dot.gov.za

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transport

Department:
Transport
REPUBLIC OF SOUTH AFRICA

2030 NDP

TERMS OF REFERENCES FOR THE APPOINTMENT OF A SERVICE PROVIDER /CONSULTANT TO ADVISE THE REGULATING COMMITTEE IN THE ISSUANCE OF 2026/27 – 2030/31 PERMISSIONS TO LEVY AIRPORT AND AIR TRAFFIC SERVICE CHARGES FOR AIRPORTS COMPANY SOUTH AFRICA (ACSA) AND AIR TRAFFIC AND NAVIGATION SERVICES (ATNS) FOR A PERIOD OF TWELVE MONTHS

1 BACKGROUND

1.1 The Directorate: Aviation Economic Analysis and Regulation, of which this project falls under, is a Directorate within the Branch: Civil Aviation, and its main responsibility is to manage aviation economic regulation and related matters by overseeing tariff regulation aspects related to air services, airports and air navigation service charges. This is directly linked to the primary purpose of the Branch: Civil, which programme is to facilitate the development of an economically viable air transport industry that is safe, secure, efficient, environmentally friendly and compliant with international standards through regulations and investigations and to oversee aviation public entities.

1.2 In view of the foregoing, the tariffs of the Airports Company South Africa SOC Ltd (ACSA) and the Air Traffic and Navigation Services SOC Ltd (ATNS), both referred to as "the companies", are regulated to prevent these companies from potentially abusing their monopoly positions. The tariffs are determined by an autonomous body called the Regulating Committee, hereinafter referred to as "***the Committee***", since both companies are natural monopolies. In other words, the Committee is charged with protecting users from monopoly abuse through, for instance, unfair pricing for services while at the same time, ensuring the companies are able to finance their obligations and have reasonable prospects of earning commercial returns. The Committee was established in terms of section 11 of the Airports Company Act, 1993 (Act No. 44 of 1993) and consists of a Chairperson and four other members appointed by the Minister of Transport.

1.3 ACSA and ATNS were established in terms of the Airports Company Act, 1993 and the Air Traffic and Navigation Services Company Act, 1993 (Act No. 45 of 1993) respectively, to own and operate the infrastructure and provide services related to the previously state-owned airports and the air navigation services. The mandate of the Committee is to, among others, determine the tariffs that the two entities (ACSA and ATNS) can levy any particular charge to the users of its services or infrastructure such as the airlines, and prescribe in respect of any activity relating to the service standards that will conform to internationally accepted and recommended practices. The two Acts set out the parameters of the Committee's duties and functions. The most significant regulating tool assigned to the Committee is the right and duty to issue Permissions to the companies to levy specified charges.

1.4 Each company must be in possession of a valid Permission to levy charges to users. Such a Permission essentially does amongst other things the following:

(a) It regulates the adjustment of specified tariffs; and

(b) Lays down minimum service standard requirements.

1.5 In the case of ACSA, the regulated tariffs are called airport charges, which are amounts levied in respect of the landing fees, parking fees and passenger service charges. For ATNS, the regulated tariffs are called air traffic service charges, which are amounts levied in respect of aerodrome control services, approach control services, area control services, a flight information services, air traffic advisory services, alerting services. Furthermore, these charges are levied on aircraft operators or airports in connection with the use of any of the company's air navigation infrastructure or the provision of an air traffic services. The Committee may prescribe service standards as part of the conditions of the Permissions, which conform to internationally accepted and recommended practices.

2. Problem Statement

Notwithstanding the above, the Committee is a part-time body that needs assistance from experts in the field of corporate finance, economics, and aviation who will be able to, analyse, *inter alia*, (a) the companies' financial models; (b) economic scenarios; (c) traffic and passenger forecasts as provided by the companies; (d) corporate risk profiles of companies; (e) proposed tariffs; (f) the implications of proposed tariffs on the various users and stakeholders; and (g) analyse the submissions and comments from all affected aviation stakeholders and obtain inputs whenever required on the companies' business and financial model.

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These are specialized skills that require a service provider that will, on a fulltime basis until the end of the project, perform these functions on behalf of the Committee. It is therefore crucial that a qualified service provider, just like in previous years, be appointed to assist the Committee to determine appropriate airport charges and air navigation service charges for ACSA and ATNS, respectively, for a period of five financial years from 2026/27 to 2030/31 in accordance with the legislations.

3. Permission Determination

A Permission spans over a period of five years, however during third year of the existing Permission (the Permission in force), companies have to apply for new Permissions, which then become valid at the end of the third year of a valid existing Permission.

3.1 The Permission contains a formula, which prevents the companies from increasing their tariffs above a specified level. The regulation is thus achieved by way of a combination of a price-cap and a return on capital employed (ROCE). The mechanism employed by the Committee to achieve this is the Consumer Price Index minus X (CPI-X) formula, which limits increases in a basket of revenue-weighted tariffs to the rate of inflation minus an efficiency factor. The Committee also determines an expected return for the companies using a Weighted Average Cost of Capital (WACC). The X factor is the balancing component. The Committee first calculates the X factor, which will result in a "balanced" model i.e. the operating profit after tax is equal to the allowed rate of return in each year. Should the Committee determine that there is much scope for the companies to improve the efficiency of their business, a higher X factor is set to encourage the companies to effectively employ their latent resources. This implies that the companies can realize an acceptable return (as required by the shareholder) only if they decrease their costs per unit of output by at least the rate of the X factor. Conversely, if there are fewer efficiency gains, a lower X factor will be set.

3.2 The process of setting a Permission is aimed at realizing a realistic value of the X factor which will provide a company with the necessary incentives, the shareholder with a fair return, and the clients with increased value for money.

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4. GOAL

4.1 The goal of the project is:

4.1.1 The goal is mainly to determine the airport charges and air navigation service charges for ACSA and ATNS, respectively, and issue the 2026/27 – 2030/31 Permissions to the two companies in terms of section 12(2) of the Airports Company Act, 1993 and section 11(2) of the ATNS Company Act, 1993, whereby the following have to be accomplished.

5. OBJECTIVES

5.1. The service provider will be expected to render the following services:

5.1.1 To assess and review the financial models submitted by the companies considering the requirements of the Approach Document.

5.1.2 To review the historical Regulatory Asset Base of the two companies from the previous 2023/24 – 2027/28 Permissions before the current Permission application.

5.1.3 To research the actual rate of returns achieved by other entities in similar categories as the regulated entities (ACSA and ATNS) and determine or calculate suitable rate of returns for both ACSA and ATNS.

5.1.4 To analyse the information provided by both ACSA and ATNS in their Permission applications as well as the comments received from all stakeholders on the draft Permissions issued by the Committee.

5.1.5 Which involves comparison of ACSA's airport standards with other airport entities globally, especially those with similar characteristics or operational standards. Identifying specific metrics and KPIs that are critical for assessing airport performance. These include factors such as on-time performance, passenger satisfaction, safety records, and financial indicators. Selecting comparable airport companies that are similar to ACSA in terms of size, traffic volume, geographical location, and operational characteristics. This ensures a more accurate benchmarking process. Gathering collected relevant data for each comparable airport company. Comparing and analysing airports standards of ACSA with the benchmarked airport companies for identifying areas of strength and weakness while taking into account external factors that may impact standards, such as regulatory differences or regional challenges.

5.1.6 To calculate the Correction Factor in order to correct for over and/or under recoveries on regulated tariffs as a result of the projected Consumer Price Index (CPI) used when the tariffs were determined. The Correction Factor would be for the financial years ending 31 March 2022/23, 2023/24 and 2024/25.

6. DELIVERABLES

The project is divided into eight (08) Phases and each Phase has its own objective, and they are as follows:

6.1 Onboarding of the new Consultant (costing)

6.1.1 Phase 1: Project Inception Report

Phase 1: Project Inception is a preliminary phase which explores the reason for starting a project, identify a solution for implementation, define benefits to be gained upon successful completion, estimate time-frame required to do the project, and stipulates funds necessary for project execution.

6.1.2 Phase 2: Evaluation of the companies' financial models:

Phase 2: Assess and review the financial models submitted by the companies considering the requirements of the Approach Document. It should be noted that the calculation of the Weighted Average Cost of Capital (WACC) and the Return on Capital Employed (ROCE) should be finalized after consultation with aviation stakeholders and companies, starting with their business planning processes.

6.1.3 Phase 3: Reviewal of the Regulatory Asset Base (RAB) of the companies

Phase 3: Review the historical Regulatory Asset Base of the two companies from the previous 2023/24 – 2027/28 Permissions before the current Permission application.

6.1.4. Phase 4: Estimate the appropriate commercial Rate of Returns of the companies

Phase 4: Research the actual rate of returns achieved by other entities in similar categories as the regulated entities (ACSA and ATNS) and determine or calculate suitable rate of returns for both ACSA and ATNS.

6.1.5. Phase 5: Evaluation of Permission Applications submitted by the companies for 2026/27 – 2030/31 period

Phase 5: Analyse the information provided by both ACSA and ATNS in their Permission applications as well as the comments received from all stakeholders on the draft Permissions issued by the Committee.

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6.1.6. Phase 6: Conduct a benchmarking exercises:

Phase 6: Which involves comparison of ACSA's airport standards with other airport entities globally, especially those with similar characteristics or operational standards. Identifying specific metrics and KPIs that are critical for assessing airport performance. These include factors such as on-time performance, passenger satisfaction, safety records, and financial indicators. Selecting comparable airport companies that are similar to ACSA in terms of size, traffic volume, geographical location, and operational characteristics. This ensures a more accurate benchmarking process. Gathering collected relevant data for each comparable airport company. Comparing and analysing airports standards of ACSA with the benchmarked airport companies for identifying areas of strength and weakness while taking into account external factors that may impact standards, such as regulatory differences or regional challenges.

6.1.7. Phase 7: Calculation of the Correction Factors in respect of the financial years ending 31 March 2022/23, 2023/24 and 2024/25

Phase 7: Calculate the Correction Factor in order to correct for over and/or under recoveries on regulated tariffs as a result of the projected Consumer Price Index (CPI) used when the tariffs were determined. The Correction Factor would be for the financial years ending 31 March 2022/23, 2023/24 and 2024/25.

6.1.8. Phase 8: Closeout Report

7. ISSUES TO BE ADDRESSED UNDER EACH OBJECTIVE (In item 3)

7.1. Each Objective has its own deliverables, and they are presented as follows:

7.1.1. Deliverables for Objective 1:

The issues that need to be addressed include:

7.1.1.1 A logistical, structured and comprehensive analysis of the proposed financial models;

7.1.1.2 A detailed review of the inputs, for example, operating costs and non-aeronautical revenue, method used to calculate the allowed aeronautical revenue;

7.1.1.3 Investigation of whether the financial models address the principle of the regulatory framework;

7.1.1.4 Reviewal of historical traffic information and also evaluate the traffic and passenger forecasts information provided by the companies and the Aviation industry stakeholders;

7.1.1.5 Any other matters relating to the financial model; and

7.1.1.6 Implementation of skills transfer throughout the phases of the project.

Z.C.

7.1.2. Deliverables for Objective 2:

The issues that need to be addressed include:

7.1.2.1 Investigate whether the companies' RAB meet the requirement of the Committee as set out in the Principles of the RAB and the Approach Document for valuation and implementation; and

7.1.2.2 Implementation of skills transfer throughout the phases of the project.

7.1.3. Deliverables for Objective 3:

The issues that need to be addressed include:

7.1.3.1 Analysis of the Rate of Return calculations submitted by both companies;

7.1.3.2 Consideration of comments / inputs submitted by industry on the estimated commercial rate of return for the companies;

7.1.3.3 Calculation / Estimation of appropriate commercial Rate of Return of the companies;

7.1.3.4 Presentation of a proposal for the Commercial Rate of Return to the Committee for decision; and

7.1.3.5 Implementation of skills transfer throughout the phases of the project.

7.1.4. Deliverables for Objective 4:

The issues that need to be addressed include:

7.1.4.1 Analysis of business plans;

7.1.4.2 Verification of financial model;

7.1.4.3 Analysis of economic scenarios;

7.1.4.4 Analysis of traffic and passenger forecasts as provided by the companies;

7.1.4.5 Analysis of corporate risk profile;

7.1.4.6 Analysis of proposed charges;

7.1.4.7 Analysis of the implications of the above on the various users and stakeholders;

7.1.4.8 Consultation with the aviation stakeholders and obtain inputs on the companies' business and financial model;

7.1.4.9 Assisting the Committee with the analysis and synthesis of regulated entities business and financial models;

7.1.4.10 Advising the Committee on the finalisation of the companies' Permissions to levy charges during its final consultation with regulated entities and the users;

7.1.4.11 Advising and assist the Committee to accurately respond to questions before such final Permissions are submitted to the Minister for approval; and

Z.C.

7.1.4.12 Implementation of skills transfer throughout the phases of the project.

7.1.5. Deliverables for Objective 5:

The issues that need to be addressed include:

7.1.5.1 Identify the gaps in airports projects by comparing them to world-class standards. It therefore leads to a better understanding of transport problems and observed differences in airport's key performance.

7.1.6 Deliverables for Objective 6:

The issues that need to be addressed include:

7.1.6.1 Analysis of the annual financial statements of ACSA and ATNS for the financial years ending 31 March 2022/23, 2023/24 and 2024/25;

7.1.6.2 Analysis of the companies' Variance Reports;

7.1.6.3 Analysis of audited certificates for the weighted average tariff increase;

7.1.6.4 Calculation of the Return on Capital Employed (ROCE) for the financial years ending 31 March 2022/23, 2023/24 and 2024/25;

7.1.6.5 Assessment of the following material factors that impact on the over- or under-achievement of Return on Capital Employed:

(a) Cost efficiencies;

(b) Traffic volumes;

(c) Inflation; and

(d) Capital expenditure projects.

7.1.6.6 Implementation of skills transfer throughout the Phases of the project.

8. SCOPE OF WORK

8.1 The scope of work and the timelines below are tentative and may be amended as and when required by the Committee:

The preferred Bidder must be willing to:

8.1.1 Schedule meetings with the Committee, Aviation industry stakeholders the companies, as and when required by the Committee to explain the principle of the regulatory framework and to provide clarification to the companies when required;

8.1.2 Submit a detailed report to the Committee setting out the principles and methodology followed in the Permission process upon completion of the process;

8.1.3 Once the Permission process is completed, avail themselves to explain the mechanics and scenarios used during the Permission process when requested;

8.1.4 Prepare and provide proper minutes of all interactions with the regulated companies, their advisors, the aviation industry and the Committee;

8.1.5 Accommodate any delays or extension to the timelines due to unforeseen circumstances or a request from the industry without charging additional costs;

8.1.6 Report directly and only to the Committee during the project processes;

8.1.7 Be expected to submit a Closeout Report at the end of the Permission project in accordance with the format which the Committee will prescribe; and

8.1.8 Be expected to submit final copy of spreadsheets, accepted formulas and the accepted Funding Models for ACSA and ATNS as agreed and accepted by the Committee and the industry.

8.1.9 Tentative Timelines are listed below:

No.	Activities	deadlines	Person Responsible
1.	Regulating Committee discussions and development of the Approach Document	February 2025	Regulating Committee
2.	Release of Draft Approach Document to the industry for comments	February 2025	Regulating Committee
3.	Submission of proposed WACC for the companies by all stakeholders including the Airline Bodies	15 March 2025	Industry
4.	Discussions on Traffic Forecast by the Aviation Industry stakeholders	Before April 2025	Industry
5.	Deadline for the industry stakeholders to submit comments on the draft Approach Document	Before end of March 2025	Industry
6.	Advertisement of Bid Document – for the appointment of a consultant to assist the Committee with the companies' 2026/27 – 2030/31 Permissions	February 2025	DoT
7.	Further consultation with the industry	Before end of March 2025	Regulating Committee
7.1	Finalisation of the Approach Document by the Committee	Beginning of April 2025	Industry
8.	Finalisation of the Traffic Forecast & Economic Forecast by the Industry	Before end of April 2025	Industry
8.1	Regulating Committee consultation with the industry	Within April 2025	Regulating Committee and Industry
9.	Finalisation of the Companies' WACC by the Committee	Before end of April 2025	Regulating Committee
10.	Discussion on Capex and Opex with the industry (Committee to be invited to all meetings as observers)	On going	Regulating Committee and Industry
11.	Pronouncement or finalisation of the Traffic & Economic Forecasts by the Committee	May 2025	Regulating Committee and Industry
12.	Companies to submit Permission Applications	30 June 2026	ACSA and ATNS
13.	Consultation on the Permissions with the Regulating Committee and Consultant	July 2025	Regulating Committee and Industry
14.	Calculation of the Correction Factors for ACSA and ATNS for 2022/23, 2023/23 and 2024/25 financial years Companies to submit their variance reports and audit certificates to the Regulating Committee	30 September 2025	Regulating Committee and Industry
15.	Finalisation of the Correction Factors by the Committee	31 October 2025	Regulating Committee
16.	Gazetting of Draft Permissions for public comments by the Committee (7 to 14 days)	1 October 2020	Regulating Committee
16.1	Deadline for submission of comments on the Draft Permissions between 7 – 14 days	7 – 14 October 2025	Industry
17.	Regulating Committee to discuss and finalise comments on the Draft Permissions	31 October 2025	Regulating Committee & Industry
17.1	Discussion with the Industry on the Draft Permissions	2 November 2025	Regulating Committee & Industry
18.	Finalisation of the Permissions by the Committee	20 November 2025	Regulating Committee
19.	Submission of new Permissions for the Minister's approval	November – December 2025	DoT
20.	Companies to gazette new tariffs as per the legislation (three months)	January 2026 – March 2026	ACSA and ATNS

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INITIAL: PROJECT MANAGER/CHAIRPERSON: BSC

INITIAL: SERVICE PROVIDER

9. EVALUATION

9.1 STAGE 1: MANDATORY REQUIREMENTS

9.1.1 Bidders must comply with the requirements and submit all required document(s) indicated hereunder with the bid documents at the closing date and time of bid. This phase is not scored and bidders who fail to comply with all the mandatory criteria will be disqualified.

9.1.2 Bidders must comply with the requirements and submit all required document(s) indicated hereunder with the bid documents at the closing date and time of bid. This phase is not scored and bidders who fail to comply with all the mandatory criteria will be disqualified.

9.1.3 Bidders are required to be registered on the Central Supplier Database and the Department of Transport (DOT) shall verify the bidder's tax compliance status through the Central Supplier Database.

9.1.4 Where Consortia / Joint Ventures / Sub-contractors are involved, each party must be registered on the Central Supplier Database and their tax compliance status will be verified through the Central Supplier Database.

9.1.5 It is therefore a condition of this bid that the tax matters of the bidder be in order at any point in time from the closing date of the bid. This bid will only be awarded to a bidder(s) whose tax status on Central Supplier Database is compliant.

9.1.6 Compliance should remain valid for the duration of the contract.

9.1.7 Bidders are required to attend a briefing session.

9.2 MANDATORY REQUIREMENTS AND DISQUALIFICATION

OUTRIGHT DISQUALIFICATION
Non-compliance with 2 envelopes. The DOT follows a two envelope system in which the technical proposal is separate from the pricing proposal. Unsealed/Accessible pricing info at onset of process, is deemed non-compliant.
Envelopes not clearly marked as Technical and Financial
Financials/Costing disclosed in technical proposal
All SBD's not submitted The DOT cannot continue to evaluate a proposal without the submission of the required forms. Omission of all forms is deemed non-compliant. Omission of some may be deemed administrative.
Non-responsive proposal When no proposal is submitted to evaluate (eg only SBD documents and/or price submitted for bid evaluated on functionality)
Late bid A bid submitted after the closing date and time.

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OUTRIGHT DISQUALIFICATION
Non-attendance of compulsory briefing session

9.3 STAGE 2: FUNCTIONAL EVALUATION CRITERIA

9.3.1 Only bidders who have complied with mandatory requirements will be evaluated for functionality. Bidders must, as part of their bid documents, submit supportive documentation for all functional requirements as indicated hereunder. The Bid Evaluation Committee (BEC) responsible for scoring the respective bids will evaluate and score all bids based on their submissions and the information provided.

9.3.2 The value scored for each criterion will be multiplied with the specified weighting for the relevant criterion to obtain the marks scored for each criterion. These marks will be added and expressed as a fraction of the best possible score for all criteria.

9.3.3 Functionality will be evaluated on the basis of the supporting documentation supplied by the bidders in accordance with the below functionality criteria and values.

9.3.4 The evaluation of the functionality will be evaluated individually by Members of Bid Evaluation Committee in accordance with the below functionality criteria and values.

9.3.5 The Bids that fail to achieve a minimum of 70 points out of 100 points for functionality will be disqualified. This means that such bids will not be evaluated on the Preference Points System stage.

9.4 EVALUATION CRITERIA

SCORING CRITERION	WEIGHT	SCORING
Company Experience Company Experience: Experience of the firm in economic regulation in the transport sector with particular focus on the aviation industry. The firm should showcase work previously conducted in Economic Regulation, Corporate Finance, Financial Modelling and Analysis, Business Analysis and Reconciliation, Regulatory Asset Base (RAB). Reference letter under the client-company letter head, with contactable details that confirms that the firm is successfully managing or has previously managed projects of a similar nature must be attached. The reference letter must state the duration and if the project was completed successfully.	**15**	0 = No experience and No reference letter. 1 = 1 reference letter with a similar project conducted and completed. 5 = 5 to 8 years of similar knowledge and experience plus 2 reference letters with two similar projects conducted and completed. 15 = 9 to 12 years of similar knowledge and experience plus 3 reference letters with similar projects conducted and completed.
Project Leader Project Leader: Personnel CV of the Project Leader with skill(s)/ experience/ qualifications relating to Transport Planning, Transport Economics, Transport Engineering, Research and Report Writing skills and Project Management, Chartered Accountant, Corporate Finance, must be attached. Reference letters proving years of experience to be attached (Certified copies will suffice).	**20**	**0=** No relevant experience and qualification. **5=** less than 6 years of relevant experience and qualification. **12=** 6 to 8 years of relevant experience and qualification and have relevant qualification in Transport Engineering and Project Management

<table>
<tr><th>SCORING CRITERION</th><th>WEIGHT</th><th>SCORING</th></tr>
<tr><td></td><td></td><td>20= more than 9 years of relevant experience and qualification. Relevant qualification in Chattered Accountant, Corporate Finance and Research more than 9 years of similar knowledge and experience.</td></tr>
<tr><td>Project Team
Project Team Members: must possess Qualifications, Skills and Experience in Economic Regulation, Financial Modelling and Analysis, Business Analysis and Reconciliation, Regulatory Asset Base (RAB), Transport Planning, Transport Economics, Transport Engineering, Research and report writing skills and Project Management, Chartered Accountant, Corporate Finance. Please attach Personnel CVs and certified copies of qualifications.
The Project Team should have the following qualifications and experience:
Qualification:
Must have a minimum of a diploma or degree in Transport management/ Transport Economics/ Human Resource Management / Strategic Management / Public Administration/ Project Management. No relevant qualification will be rated a zero, irrespective of experience level.
Experience:
(a) Economic Regulation: Weight = 15
(b) Financial Modelling and Analysis: Weight = 15
(c) Business Analysis and Reconciliation: Weight = 15
(d) Regulated Asset Base: Weight = 10</td><td>85</td><td>
<table>
<tr><th></th><th>85</th><th>No relevant experience and qualification</th><th>less than 5 years of relevant experience and qualification</th><th>7 to 8 years of relevant experience and qualification</th><th>9 to 10 years of relevant experience and qualification</th><th>Over 11 years of relevant experience and qualification</th></tr>
<tr><td>(a)</td><td>15</td><td>0</td><td>6</td><td>9</td><td>12</td><td>15</td></tr>
<tr><td>(b)</td><td>15</td><td>0</td><td>6</td><td>9</td><td>12</td><td>15</td></tr>
<tr><td>(c)</td><td>15</td><td>0</td><td>4</td><td>6</td><td>8</td><td>10</td></tr>
<tr><td>(d)</td><td>10</td><td>0</td><td>2</td><td>3</td><td>4</td><td>5</td></tr>
<tr><td>(e)</td><td>10</td><td>0</td><td>2</td><td>3</td><td>4</td><td>5</td></tr>
<tr><td>(f)</td><td>20</td><td>0</td><td>2</td><td>3</td><td>4</td><td>5</td></tr>
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SCORING CRITERION	WEIGHT	SCORING
(e) Transport Economics: Weight = 10 (f) Project Management: Weight =20 NB: • Bidders must provide CVs with certified copies of qualifications. • The weights will be calculated on the weighted average, if multiple team members are allocated in a specific competency. • Minimum size of team must be four (5) members, excluding the Project Leader.		
Methodology Bidders should provide comprehensive project execution plan covering the entire scope of work including maintenance and support plan as well as proposed work schedule/ training, duty sheet/ work plan with clear deliverables and timeframes for each phase to be completed. The methodology must be aligned to the scope and time frames of the project, (in terms of economic regulation, traffic & passenger forecast, weighted average cost of capital, regulatory asset base and its analysis, business plan assessment, Correction Factor, sensitivity analysis and any other related matters	20	**0=** No plan or irrelevant plan. **5=** Proposal only responding partially to the scope of work. **16=** Proposal covering the scope, indicating time frames and resources. **20=** Comprehensive proposal with clear project execution, covering the entire scope of work, and clear deliverables, including timeframes, key tasks, sub-tasks, indicating resources with project duration and clear completion dates.
Skills Transfer Plan (Training, skills development plan and transfer of skills): Skills Transfer Plan indicating how training interventions will be provided to the Departmental Officials and Members of the	10	**0=** No plan at all **3=** Skills Transfer Plan covering two areas of training relating to project team competencies (refer to experience breakdown under project team)

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SCORING CRITERION	WEIGHT	SCORING
Committee. Skills and knowledge expected to be transferred for every phase of the project: 1. Financial model analysis – Preferred bidder is expected to teach officials how financial analysis are performed; 2. The bidder is expected to transfer knowledge on how RAB for both companies are analysed and show how it will execute this requirement; 3. Transfer knowledge to officials on how commercial rate of returns are calculated; 4. Evaluation of Permission Applications submitted – Transfer knowledge on critical factors taken into consideration when developing scenarios for tariffs; 5. Transfer skills on how Efficiency Factors and Correction Factors are calculated and what type of information is considered in executing this exercise; and 6. Transfer skills on how the K-factor can be calculated and what information should be considered.		**6=** Training and skills development proposal covering three areas of training relating to project team competencies (refer to experience breakdown under project team) **10=** Training and skills development proposal covering six areas of training relating to project team competencies (refer to experience breakdown under project team)

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9.5 STAGE 3: EVALUATION IN TERMS OF 80/20 PREFERENCE POINTS SYSTEM

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

9.5.2 **Price:** Annexure B must be utilised for submission of pricing proposals.

TO BE DEVELOPED AS PART OF TOR OR DURING SPEC MEETING. IN LINE WITH DELIVERABLES.

9.6 CALCULATING PREFERENCE POINTS

9.6.1 The following preference point systems are applicable to all quotes and/or bids:

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

9.6.2 For this specific RFQ/Tender

(a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable.

(b) Points for this bid shall be awarded for:

a. Price; and

b. Preference points in terms of the scorecard.

9.6.3 The maximum points for this bid are allocated as follows:

PRICE: 80

PREFERENCE POINTS: 20

Total points for Price and B-BBEE must not exceed 100

9.6.4 Failure on the part of a bidder to submit the required proof together with the bid, will be interpreted to mean that preference are not claimed.

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

INITIAL:Z.C.....PROJECT MANAGER INITIAL: .....CHAIRPERSON:BSC

NITIAL:.....SERVICE PROVIDER

9.7 PREFERENCE POINT SYSTEM APPLICABLE

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

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

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

80/20 *or* *90/10*

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

or

Where

Ps = Points scored for price of bid under consideration Pt = Price of bid under consideration

Pmin Price of lowest acceptable bid

9.7.3 The following also applies:

a) Bidders are required to complete the preference claim form (SBD 6.1), and submit their original and valid B-BBEE status level verification certificate or a certified copy thereof or a sworn affidavit at the closing date and time of the bid in order to claim the B-BBEE status level point. The points scored by a bidder in respect of the level of B-BBEE contribution will be added to the points scored for price.

b) Only bidders who have completed and signed the declaration part of the preference claim form and who have submitted a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS), or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or a sworn affidavit confirming annual turnover and level of black ownership in case of an EME and QSE together with the bid will be considered for preference points. A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level Verification Certificate for every separate tender.

c) Failure on the part of the bidder to comply with paragraphs 3.3.4 and 3.3.5 above will be deemed that preference points for B-BBEE status level of contribution are not claimed and will therefore be allocated a zero (0).

d) The DOT may, before a bid is adjudicated or at any time, require a bidder to substantiate claims it has made with regard to preference.

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e) The points scored will be rounded off to the nearest 2 decimals.

f) In the event that two or more bids have scored equal total points, the contract will be awarded to the bidder scoring the highest number of preference points for B-BBEE.

g) However, when functionality is part of the evaluation process and two or more bidders have scored equal points including equal preference points for B-BBEE, the contract will be awarded to the bidder scoring the highest for functionality.

h) Should two or more bids be equal in all respects; the award shall be decided by the drawing of lots.

i) A contract may, on reasonable and justifiable grounds, be awarded to a bid that did not score the highest number of points.

9.7.4 Specific goals and points allocation:

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

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

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9.7.4 In the event that two or more bids have scored equal total points, The award will be done in terms of the Preferential Procurement Regulations 2022, ***Section 8: Criteria for breaking deadlock in scoring.***

9.7.5 A contract may, on reasonable and justifiable grounds, be awarded to a bid that did not score the highest number of points.

9.7.6 Consortium / Joint Venture

a. In the event that preference points are claimed for goals by consortia / joint ventures, the following information must be furnished in order to be entitled to the points claimed in respect of those goals:

Name of Consortium/JV Partner	Percentage (%) of the contract value managed or executed by the Partner

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10 ANNEXURES

10.1 ANNEXURE A – RULES OF BIDDING

10.2 ANNEXURE B – PRICING SCHEDULE FORMAT

10.3 ANNEXURE C –SLA

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END OF DOCUMENT

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ANNEXURE A

transport

Department:
Transport
REPUBLIC OF SOUTH AFRICA

STANDARD RULES OF BIDDING FOR TERMS OF REFERENCE (TOR) OR REQUEST FOR PROPOSAL (RFP)

1 RULES OF BIDDING

1.1 COMPULSORY INFORMATION SESSION

1.1.1 A compulsory Briefing and Site Inspection session will be held at the Department as detailed in the Advert. The compulsory Briefing and Site Inspection session provides bidders with an opportunity to clarify aspects of the process as set out in this document and to address any substantive issues that bidders may wish to raise. Any Briefing Notes which may be issued by the Department to the Service Providers should be considered as part of this project.

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

1.2 FORMAT AND SUBMISSION OF BIDS

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

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

1.2.3 Format of submission of proposals:

a. Envelopes must be clearly marked with Company name, DOT Nr and whether it is the technical or financial response;
b. Proposals must be submitted as one (1) original and four protected soft copies. Soft copies must be exact copies of the original technical document, including all supporting documents, and should be labelled properly.
c. Soft copies are not required for financial proposals. If a bidder does submit the financial proposal in soft copies, those copies must be sealed in the envelope marked financial.

d. Including the financial proposal on the technical soft copy will lead to automatic disqualification.

1.2.4 In order to evaluate and adjudicate bids effectively, it is imperative that bidders submit responsive bids. To ensure a bid will be regarded as responsive it is essential to comply with all conditions pertaining to mandatory requirements.

1.2.5 Each bidder must attach all applicable documents in support of its bid in accordance with the requirements set out in this bid as well as any other relevant materials, photographs and/or attachments.

1.2.6 Each bid, once submitted, constitutes a binding and irrevocable offer to provide the Services on the terms set out in the bid, which offer cannot be amended after its date of submission.

1.2.7 Department of Transport (DOT) reserves the right to accept or consider any bid in full or in part or any responses or submissions in relation thereto.

1.2.8 DOT reserves the right to appoint more than one bidder whose bid most successfully conforms to the Criteria and the Requirements in accordance with the terms and conditions described in the TOR.

1.2.9 DOT reserves the right to request any additional information that it may require or deem necessary. All such requests shall be in writing.

1.2.10 After careful consideration and thorough examination of the proposals, DOT shall select the successful Bidder whose proposal most closely satisfies the criteria and the requirements, including costing of all deliverables and submission of a financial proposal that is responsive to the bid. The lowest price (management fee where applicable) offered will not necessarily be a decisive factor in choosing between Proposals.

1.2.11 The Department published the results of the outcome of a tender process, including the details of the successful bidder in the same media that was used to advertise the bid.

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

1.3.1 A proposal submitted by a company, close corporation or other legal person must be accompanied by a resolution or agreement of the directors or members and be signed by a duly authorized person.

1.3.2 A proposal submitted by a partnership must be accompanied by a written partnership agreement.

1.3.3 A proposal submitted by a consortium or joint venture of two or more parties must be accompanied by a signed memorandum of understanding between the parties to such consortium indicating:'

a. the conditions under which the consortium will function;
b. its period of duration;
c. the persons authorized to represent it;
d. the participation of the several parties forming the consortium;
e. the benefits that will accrue to each party;
f. any other information necessary to permit a full appraisal of its functioning.

1.4 MATTERS RELATING TO TAX COMPLIANCE AND CLAIMING OF POINTS FOR GOALS IN TERMS OF PREFERENCE POINTS FOR VARIOUS COMPANY MODELS

1.4.1 Tax compliance – General

a. No tender shall be awarded to a bidder who is not tax compliant. The DOT reserves the right to withdraw an award made, or cancel a contract concluded with a successful bidder in the event that it is established that such bidder was in fact not tax compliant at the time of the award, or has submitted a fraudulent Tax Clearance Certificate, or whose verification against the Central Supplier Database (CSD) proves non-compliant. The DOT further reserves the right to cancel a contract with a successful bidder in the event that such bidder does not remain tax compliant for the full term of the contract.

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

c. Compliance must be throughout the bidding process, award and contracting.

d. Service providers will be afforded the opportunity to correct tax compliance status and provide written proof of status or arrangements within a maximum of seven (7) working days.

1.4.2 Tax compliance – Consortia / Joint Ventures

a. Consortia: Each party must submit a separate Tax Clearance Certificate.

b. Joint-Venture: Unincorporated entity - each party must submit a separate Tax Clearance Certificate. Incorporated entity-tax clearance certificate for the JV and CSD registration of Joint Venture.

1.4.3 Claiming of Preference Points – General

a. Please refer to the TOR/RFP document for detailed terms and conditions for preference points claims as well as the allocated goals.

1.4.4 Claiming of Preference Points – Consortia / Joint Ventures

a. A trust, consortium or joint venture, will qualify for points on prescribed goals, provided that the entity submits the required breakdown of goals claimed, with supporting documents.

b. Consortium: Each partner is evaluated separately, and allocated points in accordance with the percentage of their stake holding as indicated per the proposal.

c. Joint-Venture: Unincorporated entity/no BEE Certificate or Affidavit as a JV as yet - Each partner is evaluated separately, and allocated points in accordance with the percentage of their stake holding as indicated per the proposal. Incorporated entity – evaluated based on the JV's collective score as claimed.

1.4.5 Claiming of Preference Points during Sub-Contracting

a. A bidder will not be awarded points preference if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

b. A bidder awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher total score on preference goals points

claimed, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

1.5 TENDER DEFAULTERS AND RESTRICTED SUPPLIERS

1.5.1 No tender shall be awarded to a bidder whose name (or any of its members, directors, partners or trustees) appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. The DOT reserves the right to withdraw an award, or cancel a contract concluded with a Bidder should it be established, at any time, that a bidder has been blacklisted with National Treasury by another government institution.

2 CONFIDENTIALITY OF INFORMATION & INTELLECTUAL PROPERTY RIGHTS

2.1 CONFIDENTIAL INFORMATION

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

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

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

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

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

a. it will only make the confidential information available to those of its Personnel who are actively involved in the execution of this Contract;
b. it will initiate internal security procedures reasonably acceptable to the disclosing Party to prevent unauthorised disclosure and will take all practical steps to impress upon those

Personnel who need to be given access to confidential information, the confidential nature thereof;

c. subject to the right to make the confidential information available to their Personnel under clause 15.4.1 above, they will not at any time, whether during this Contract or thereafter, either use any confidential information of the disclosing Party or directly or indirectly disclose any confidential information of the disclosing Party to third parties;

d. all written instructions, drawings, notes, memoranda and records of whatever nature relating to the confidential information of the disclosing Party which have or will come into the possession of the receiving Party and its Personnel, will be, and will at all times remain, the sole and absolute property of such Party and shall be promptly handed over to such Party when no longer required for the purposes of this Contract.

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

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

a. is lawfully in the public domain at the time of disclosure;

b. subsequently and lawfully becomes part of the public domain by publication or otherwise;

c. subsequently becomes available to the receiving Party from a source other than the disclosing Party, which source is lawfully entitled without any restriction on disclosure to disclose such confidential information; or

d. is disclosed pursuant to a requirement or request by operation of law, regulation or court order.

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

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

2.2 INTELLECTUAL PROPERTY RIGHTS

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

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

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

2.2.4 **Process in the event of a claim**. Should any person make any claim against the Department in terms of clause 16.2, the Department shall give the Contractor notice thereof within ten (10) days of becoming aware of such claim to enable the Contractor to take steps to contest it.

2.2.5 **Infringement of 3rd Party rights**. Should any third party succeed in its claim for the infringement of any third party proprietary rights, the Contractor shall, at its discretion and within thirty (30) days of the Services having been found to infringe:

e. obtain for the Department the right to continue using the subject of infringement or the parts thereof which constitute the infringement; or
f. replace the subject of infringement or the parts thereof which constitute the infringement with another product or service which does not infringe and which is materially similar to the subject of infringement; or
g. alter the subject of infringement in such a way as to render it non-infringing while still in all respects operating in substantially the same manner as the subject of infringement; or
h. withdraw the subject of infringement.

2.2.6 Ownership. Ownership of all Departmental data, whether under its control or not, shall continue to vest in the Department and the Contractor shall not obtain any proprietary rights of such data.

2.2.7 Data may only be used in performance of the Services. The Department's data in the possession of the Contractor, or to which the Contractor may have access during the currency of this Contract, may not be used by the Contractor for any purposes whatsoever other than as may be specifically required to enable the Contractor to comply with its obligations in terms of this Contract.

2.2.8 Preservation of integrity of data. Both Parties shall take reasonable precautions (having regard to the nature of their obligations in terms of this Contract), to preserve the integrity of the Department's data and to prevent any unauthorised access, corruption, or loss of such data.

3 TERMS AND CONDITIONS

3.1 GENERAL

3.1.1 The Department reserves the right to amend, modify or withdraw this Terms of Reference (TOR) document or amend, modify or terminate any of the procedures or requirements set out herein at any time and from time to time, without prior notice except where required by law, and without liability to compensate or reimburse any Service Provider.

3.1.2 Neither the Department, nor any of its respective, officers, or employees may make any representation or warranty, expressed or implied in this TOR document, and nothing contained herein is, or shall be relied upon as, a promise or representation, whether as to the past or the future.

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

3.1.4

3.1.5 The Department also reserves the right to call interviews, site visits and/or call for demo's of the product or solution, with short-listed Service Providers before final selection, and to negotiate price with the Preferred Service Providers.

3.1.6 Firms may not contact the Department on any matter pertaining to their bid from the time when bids are submitted to the time the Contract is awarded. Any effort by a Service Provider to influence bid evaluation, bid comparisons or award decisions in any manner, may result in rejection of the bid concerned.

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

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

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

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

3.2 ORDER OF PRECEDENCE.

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

a. TOR:
b. SLA, if applicable;
c. Standard Bidding Documents;
d. SCC, if applicable;
e. GCC;
f. and
g. Proposal.

3.3 DURATION

3.3.1 The project is expected to be for a period of 18 months.

3.3.2 The Contract shall commence on the Effective Date and, subject to the rights of termination stipulated herein, terminate on the Completion Date as specified in the Contract.

3.4 CONTRACT AMENDMENTS

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

3.5 SUBCONTRACTS

3.5.1 The Contractor shall notify the Department in writing of all sub-contracts awarded under the Contract, before the commencement of the Contract, as well as at any time during the Contract.

3.5.2 **The right to sub-contract.** The Contractor may, with the prior written consent of the Department, sub-contract any of its obligations in terms of this Contract, or any part thereof, to a third party, provided that:

a. such sub-contracting shall not absolve the Contractor from any responsibility for complying with its obligations in terms of this Contract and the Contractor hereby indemnifies and holds the Department harmless against any loss, harm or damage which the Department may suffer as a result of such sub-contracting;

b. the Contractor shall at all times remain the sole point of contact for the Department in respect of the Services by the Contractor.

3.5.3 **Department may withdraw consent.** The Department shall have the right at any time, and upon such good cause shown to withdraw such consent for a sub-contractor on thirty (30) days notice to the Contractor and in that event no claim against the Department by the Contractor or any other person on the grounds of the granting of such consent or the withdrawal thereof shall be entertained, and the Contractor indemnifies the Department against any such claims and costs so incurred."

3.6 CONTRACTOR'S PERSONNEL

3.6.1 **Project Team.** The Contractor shall make available the skills and expertise of the Project Team referred to in the Bid who shall be involved in the Contract or the Services, unless otherwise agreed to by the Department, which agreement shall not be unreasonably withheld.

3.6.2 **Exceptions**. Notwithstanding the provisions of clause 6.6.1, where, due to circumstances beyond the control of the Contractor, a member of the Project Team cannot act in accordance with the provisions of this clause due to their dismissal, resignation or incapacity, the Contractor shall, to the extent possible, implement an appropriate succession plan to minimise the effect of the unavailability of such member.

3.6.3 **Suitably qualified Personnel.** The Contractor shall employ suitably qualified, experienced and trained Personnel to provide the Services, provided that the Contractor shall be entitled in its discretion, to allocate Personnel resources in accordance with the technical or other skills and knowledge required, which discretion shall not have a negative impact on the provision of the Services.

3.6.4 The Contractor's Personnel providing the Services may be absent for short periods of time for reasons including annual leave and training. The Contractor undertakes to avoid any disruption of the Services due to such circumstances.

3.6.5 **Contractor to adhere to security procedures of the Department**. The Contractor's Personnel including the Project Team shall at all times when on the Department's premises, adhere to the standard health, safety and security procedures and guidelines applicable to the Department's Personnel, as varied and conveyed by the Department to the Contractor from time to time.

3.6.6 Should the Department at any time have reason to believe that any of the Contractor's Personnel is failing to comply with such standard health, safety and security procedures and guidelines, the Department may deny such person access to any or all of the Department's premises or systems and require the Contractor to replace such person without delay.

3.7 PAYMENT

3.7.1 Invoice.

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

3.7.2 Detailed Pricing.

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

a. Firm and inclusive of all costs, including disbursements. Firm prices mandate that any escalations/estimated escalations be included in the final ceiling amount.

b. Inclusive of VAT, if applicable;

c. Correctly calculated and identical to the financial proposal.

d. A detailed pricing schedule should be attached to the SBD documents providing a proper cost breakdown, in line with deliverables, and indicating the proposed time frames. If this TOR prescribed a set template for submission of the cost breakdown/pricing, bidders must submit such in the required format.

e. The Department uses a two envelope system. **NO PRICES MUST REFLECT IN THE TECHNICAL PROPOSAL.**

3.7.3 Fees

Domestic hotel accommodation may not exceed the prescribed National Treasury rates in terms of the Travel Framework, inclusive of VAT per night per person. (incl dinner, breakfast and parking), air travel must be restricted to economy class, and travel claims per kilometer may not exceed the rates approved by the Automobile Association of South Africa.

3.7.4 Rates

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

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

3.7.5 Payment information

a. An invoice only becomes due and payable:
   i. When the Project Manager signs-off on the specific deliverable and submits the invoice for payment;
   ii. When the invoice is correct with regards to calculations, information contained, banking details and supporting documents;
   iii. Complies with the original quoted and contracted price.

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

c. Non-compliance will delay the payment process.

3.7.6 Total Contract Price.

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

3.7.7 Price all-inclusive.

All prices are inclusive of any Value Added Tax, import, and all other duties. Any risk associated with an omission or miscalculation in pricing proposals, are carried by the bidder.

3.8 DELIVERY AND DOCUMENTS

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

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

3.8.3 All Documentation and Reports shall be in English.

3.9 PENALTY REGIME

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

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

3.9.3 Notwithstanding item 6.9.2 above, failure to meet the deadline as stipulated in item 8 will result in 30% of the total outstanding payments for the project as whole not being paid over to the Service Provider if the poor performance is attributed to the Service Provider unless there is undisputed evidence that the fault lies with the Department."

3.10 TERMINATION

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

a. to claim specific performance from the defaulting Party and to claim such damages as it may have suffered; or

b. to discharge and execute the defaulting Party's obligations on its behalf and to recover the costs and disbursements incurred in respect thereof from that Party; or

c. to terminate this Contract and claim such damages as the aggrieved Party may have suffered from the defaulting Party."

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

a. the Contractor fails to adhere to set timeframes, service levels or service standards as determined in the TOR, SLA and/or Project Plan;

b. the Contractor, in the opinion of the Department, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract;

c. judicial execution is levied on the Contractor's goods and which remains unpaid for 14 days after attachment;

d. there has been a material defect, error or failure by the Contractor to comply with applicable laws or rules in the Bid or in the awarding of this Contract which is incapable of rectification and that requires this Contract to be terminated;

e. the Contractor, when advised that its Proposal has been accepted, has given notice of inability to sign or execute the Contract;

f. the Contractor has abandoned its obligations in terms of this Contract;

g. the Contractor has deliberately furnished inaccurate information in its Bid with regard to its previous experience relating to the Services, or with regard to any other material information; or

h. the Contractor ceases to carry on business as the Contractor of the Service.

3.10.3 In the event that negotiations between the Department and the Preferred Service Provider/s fail with regard to the conclusion of a Contract, the Department reserves its right not to appoint the Preferred Service Provider/s without incurring any liability to compensate or reimburse the Preferred Service Provider/s.

3.10.4 In the event that the Contractor does not complete Services in terms of this Contract by the Completion Date, the Department may view this as a material breach of this Contract and claim specific performance, and/or damages.

3.10.5 The Preferred Service Provider may be required to enter into a Service Level Agreement (SLA) prior to appointment.

3.10.6 The individuals proposed for professional work on the project shall remain on the project unless the Department grants prior permission to change the team composition. Such permission will not be withheld unreasonably.

3.10.7 The Department reserves the right to terminate the Agreement in the event that no consensus can be reached on the terms and conditions of a subsequent Service Level Agreement."

END OF DOCUMENT

SERVICE LEVEL AGREEMENT

entered into by and between

THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA

Represented by the

DEPARTMENT OF TRANSPORT

(hereinafter referred to as "----------")

represented herein by ----------in his/her capacity as

----------and duly authorised thereto

and

A juristic person registered in terms of the Company Laws of the Republic of South Africa

(hereinafter referred to as "----------")

represented herein by ----------in his/her capacity as

----------and duly authorised thereto

TABLE OF CONTENTS

1. INTERPRETATION AND DEFINITIONS

1.1. The clause headings contained in this Agreement are for reference purposes only and will not be construed in the interpretation hereof.

1.2. In this Agreement, unless the context indicates a contrary intention, an expression which denotes any gender includes the other genders, a natural person includes an artificial person and vice versa and the singular includes the plural and vice versa.

1.3. The following words will bear the meanings assigned to them below and cognate expressions will bear a corresponding meaning:

1.3.1 "**Acts**" means the Airports Company Act,1993 (Act 44 of 1993) and Air Traffic and Navigation Services Company Act,1993(45 of 1993);

1.3.2 "**Agreement**" means this Service Level Agreement together with all annexures attached hereto;

1.3.3 "**Business Day**" means any day other than a Saturday, Sunday or official public holiday in the Republic of South Africa;

1.3.4 "**ACSA**" means the Airports Company South Africa;

1.3.5 "**ATNS**" means the Air Traffic and Navigation Services;

1.3.6 "**Approach Document**" means the document issued by the Committee to the Companies outlining guidelines and rules to be applied in preparation for the permission application;

1.3.7 "**The Committee** "means the Regulating Committee established in terms of section 11 of the Airports Company Act 44 of 1994;

1.3.8 "**Confidential Information**" means any information and/or documentation conveyed as and/or marked "confidential" which is disclosed by a disclosing Party to the other Party; with the intention that it must not be disclosed to third Parties without prior written consent of the disclosing Party; during or after the term of this Agreement;

1.3.9 "**Intellectual Property Rights**" means any and all Intellectual Property Rights whatsoever, including, without limiting the generality of the afore going: trademarks, source codes, trade secrets, logos, systems, methods, markets, trade names, styles, insignias, designs, patents and copyrights, whether registered or not, and financial models;

1.3.10 **"Parties"** means the Aviation Economic Analysis and Regulation and the proposed Service Provider;

1.3.11 **"Service"** means the services to be rendered by the Service Provider to the Department;

1.3.12 **"Service Provider"** means the proposed Company/ institution that would be appointed to render services;

1.3.13 "**POPI Act**" means the Protection of Personal Information Act, No. 4 of 2013, as amended from time to time, including any regulations and/or codes of conduct made thereunder;

1.3.14 "**Project Managers**" means the people appointed by the Parties to manage this Agreement on behalf of each Party;

1.3.15 "**Scope of Work**" means the written services to be rendered agreed upon between the Department and the Service Provider as outlined in this Agreement;

1.3.16 "**Signature Date**" means the date of signature of this Agreement by the signatory which signs last in time.

2. PURPOSE

The purpose of this Service Level Agreement is to appoint a service provider to assist the Committee with the issuance of 2026/27-2030/31permissions to levy airport and air traffic service charges for Airports Company South Africa (ACSA) and Air Traffic and Navigation Services (ATNS)

3. DURATION

The contract will be for a period of twelve (12) months that will commence upon the signing of the contract, subject to the rights of termination. The successful service provider must be able to commence the project within five (5) days from the date of the signature of the contract. The project is anticipated to be completed within a maximum period of twelve (12) months.

4. SCOPE OF WORK

4.1 RESPONSIBILITIES OF THE SERVICE PROVIDER

The goal is mainly to determine the airport charges and air navigation service charges for ACSA and ATNS, respectively, and issue the 2026/27 – 2030/31 Permissions to the two companies in terms of section 12(2) of the Airports Company Act, 1993 and section 11(2) of the ATNS Company Act, 1993, whereby the following have to be accomplished.

4.1.1 Assess and evaluate the companies' financial models by considering the requirements of the Approach Document;

4.1.2 Assess and review the Regulatory Asset Base (RAB) of the companies by considering the requirements of the Approach Document;

4.1.3 Calculate / Estimate the appropriate commercial Rate of Return of the companies;

4.1.4 Evaluate permission applications submitted by the companies;

4.1.5 Conduct a benchmarking exercise which involves comparison of ACSA's airport standards with other airport entities globally, especially those with similar characteristics or operational standards;

4.1.6 Calculate the final tariff increases or decreases for the next permission period for the companies;

4.1.7 Calculate the Correction Factors in respect of the years ending 31 March 2022/23, 2023/24 and 2024/25 (i.e., three Correction Factors for each company);

4.1.8 Advise the Committee on the Permissions;

4.1.9 Deal with any other requirements that the Committee might have that would be pertinent to the issuance of the Permissions for the companies before and after the Permissions have been finalized and Gazetted by companies;

4.1.10 Engage with the companies together with the Committee and the Aviation industry stakeholders during the entire consultation process as and when required by the Committee;

4.1.11 Identify or highlight developments which may have an impact on the tariff determination; and

4.1.12 Identify or highlight methods on how to improve efficiency without adversely impacting the tariff for the users.

4.2 RESPONSIBILITIES OF THE DEPARTMENT

The Department through the Regulating Committee shall provide the Service Provider with information, documentation and other details requested by the Service Provider in writing to enable the Service Provider to fulfil its obligations in terms of this Agreement. If such documentation is not provided by the Department, the Service Provider shall indicate in writing which documentation is outstanding. The Department shall only be obliged to provide that information or documentation which is relevant to this Agreement.

5. RELATIONSHIP OF PROJECT MANAGERS

5.1 The Project Manager of the Department or his/her nominee will manage this agreement and performance hereunder on behalf of Department.

5.2 The Project Manager of the Service provider or his/her nominee will manage this agreement and performance hereunder on behalf of the company.

5.3 All matters relating to this agreement will be referred to the respective Project Managers.

5.4 Each Party will be entitled to change its appointed Project Managers within (5) days of the written notice to the other Party.

6. CONFIDENTIALITY OF INFORMATION AND INTELLECTUAL PROPERTY RIGHTS

6.1 CONFIDENTIAL INFORMATION

6.1.1 **Confidentiality obligation**: Each party (hereinafter referred to as "the receiving party") must treat and hold as confidential all information they receive from the other party (hereinafter referred to as" the disclosing Party") or which becomes known to them concerning the disclosing Party during the duration of this contract;

6.1.2 **Nature of the confidential information**: The confidential information of the disclosing party shall, without limitation, include:

a. All software and associated material and documentation, including information contained therein;

b. All information relating to:

i. The disclosing party's past, present and future research and

development;

ii. The disclosing party's business activities, products, services, customers and clients, as well as its technical knowledge and trade secrets

iii. The terms and conditions of this contract; and

iv. The Department's data

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

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

a. it will only make the confidential information available to those of its personnel who are actively involved in the execution of this contract;

b. it will initiate internal security procedures reasonably acceptable to the disclosing party to prevent unauthorized disclosure and will take all practical steps to impress upon those personnel who need to be given access to confidential information, the confidential nature thereof;

c. subject to the right to make the confidential information available to their personnel they will not at any time, whether during this contract or thereafter, either use any confidential information of the disclosing party to third parties;

d. all written instructions, drawings, notes memoranda and records of whatever nature relating to the confidential information of the disclosing party which have or will come into the possession of the receiving party and its personnel, will be, and will at all times remain, the sole and absolute property of such party and shall be promptly handed over to such party when no longer required for the purposes of this contract.

6.1.5 **Obligations in respect of confidential information upon termination**: Upon termination or expiry of this contract, the receiving party will deliver to the disclosing party or at the disclosing party's option, destroy all originals and

copies of the disclosing party's confidential information its possession.

6.1.6 The aforementioned obligations, shall not apply to any information which:

a. is lawfully in the public domain at the time of disclosure;

b. subsequently and lawfully becomes part of the public domain by publication or otherwise;

i. subsequently becomes available to the receiving party from a source other than the disclosing party, which source is lawfully entitled without any restriction on disclosure to disclose such confidential information; or

j. is disclosed pursuant to a requirement or request by operation of law, regulation or court order.

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

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

6.2 INTELLECTUAL PROPERTY RIGHTS

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

6.2.2 **No aspect of the services to infringe 3rd party intellectual property rights**: The contract warrants that no aspect of the services provided in terms hereof will infringe any patent, design, copyright, trade secret of r other proprietary right of any third party ("third party proprietary rights"), and the contractor shall, at its own cost, defend the Department against any claim that the services infringe any such third party proprietary rights, provided that the Department gives prompt notice to the contractor of such claim and the contractor controls the defense thereof.

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

6.2.4 **Process in the event of a claim**: Should any person make any claim against the Department, the Department shall give the contractor notice

thereof within ten (10) days of becoming aware of such claim to enable the contractor to take steps to contest it.

6.2.5 **Infringement of 3rd party rights**: Should any third party succeed in its claim for the infringement of any third-party proprietary rights, the contractor shall, at its discretion and within thirty (30) days of the services having been found to infringe:

a. Obtain for the Department the right to continue using the subject of infringement or the parts thereof which constitute the infringement; or
b. Replace the subject of infringement or the parts thereof which constitute the infringement with another product or service which does not infringe and which is materially similar to the subject of infringement; or
c. Alter the subject of infringement in such a way as to render it non-infringing while still in all respects operating in substantially the same manner as the subject of infringement; or
d. Withdraw the subject of infringement.

6.2.6 **Ownership**: Ownership of all Departmental data, whether under its control or not, shall continue to vest in the Department and the contractor shall not obtain any proprietary rights of such data.

6.2.4 **Preservation of integrity of data**: Both parties shall take reasonable precaution (having regard to the nature of their obligations in terms of this contract), to preserve the integrity of the Department's data and to prevent any unauthorized access, corruption or loss of data.

7. PAYMENT METHOD

7.1 Invoice.

The service provider shall at the end of each deliverable submit a consolidated invoice, showing the actual work performed, hours worked, and inputs for the task and associated costs accompanied by supporting documents.

7.2 Payment information

a. An invoice only becomes due and payable:
   i. When the Project Manager signs-off on the specific deliverable and submits the invoice for payment;
   ii. When the invoice is correct with regards to calculations, information contained, banking details and supporting documents.
b. It is important to ensure that invoices are correctly submitted and reference the project name, DOT number and order number; and
c. Non- compliance will delay the payment process.

8. LIMITATION OF LIABILITY AND INDEMNITY

The Parties hereby indemnify and holds each other harmless against all loss or damages suffered by any third party(s); as a result of the negligent or intentional act/s or omissions by the other Party in performing (or failing to perform, as the case may be) its duties in terms of this Agreement.

9. TERMINATION

This Agreement will be terminated:

9.1 Should either party fail to comply with any provision of this contract the aggrieved Party may send a letter of demand to the defaulting party, demanding compliance with such provision.

9.2 Should the defaulting party, after a period of fourteen (14) days (or such longer periods as may under the circumstances be reasonably necessary) from the date of receipt of such written notice, remain in default, the aggrieved party shall be entitled, without prejudice to any other rights it may have:

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

9.3 The Department may, without prejudice to any other rights it may have, terminate this contract by written notice, to the Service Provider upon the occurrence of the following events, namely if:

a. the Service Provider fails to adhere to the agreed time frames, service levels or service standards as determined in the TOR, SLA and/or project plan or as amended and agreed with the Committee during the permission process;
b. the Service Provider, in the opinion of the Department, has engaged in corrupt or fraudulent practices in competing for or in executing the contract;
c. there has been a material defect, error or failure by the Service Provider to comply with applicable laws or rules in the Bid or in the awarding of this contract to be terminated;
d. the Service Provider has abandoned its obligations in terms of this contract; and

e. the Service Provider has deliberately furnished inaccurate information in its Bid with regard to its previous experience relating to the services, or with regard to any other material information.

9.4 In the event that negotiations between the Department and the preferred Service Provider/s fail with regard to the conclusion of a contract, the Department reserves its right not to appoint the preferred service provider/s without incurring any liability to compensate or reimburse the preferred service provider/s.

9.5 In the event that the contractor does not complete services in terms of this contract, the Department will negotiate with the Service Provider a fair compensation. If the Service Provider doesn't deliver within the agreed timeframe, the Department will consider legal action.

9.6 The individuals proposed for professional work on the project shall remain on the Project unless the Department grants prior permission to change the team composition. Such permission will not be withheld reasonably.

9.7 The Department reserves the right to terminate the agreement in the event that no consensus can be reached on the terms and conditions of a subsequent service level agreement.

10 PENALTY CLAUSE

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

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

10.3 Notwithstanding item 10.2 above, failure to meet the deadline as stipulated in

paragraph 3 will result in 30% of the total outstanding payments for the project as whole not being paid over to the Service Provider if the poor performance is attributed to the Service Provider unless there is undisputed evidence that the fault lies with the Department.

11. SERVICE PROVIDER'S WARRANTIES

The Service Provider warrants that it possesses the requisite knowledge, skill and experience to provide the services.

12. DISPUTE RESOLUTION

12.1 Any dispute that may arise in terms of this agreement, shall first be referred to the Project Manager of the Department and the Project Manager of the proposed Service Provider.

12.2 If disputes cannot be resolved between the parties within 7 days it shall be referred to the Director General of the Department of Transport and Chief Executive Officer of the Service Provider.

12.3 If the dispute is not resolved within 7 days, the respective Director General of the Department of Transport and Chief Executive Officer of the proposed Service Provider, the dispute will be referred to mediation for resolution.

13. FORCE MAJEURE

13.1 Neither party will be liable for any failure to fulfil its obligations under this Agreement if and to the extent such failure is caused by any circumstances beyond its reasonable control, including but not limited to pandemic or epidemic, flood, fire, earthquake, war, tempest, hurricane, riots and unrests, industrial action, government restrictions or acts of God, provided that any party affected by such circumstances will notify the other party thereof as soon as is reasonably possible in the circumstances.

14. NOTICES AND DOMICILIA

14.1 The Parties choose as their *domicilia citandi et executandi* for all purposes in connection with this Agreement and at which addresses all processes and notices may be served upon or delivered.

14.2 The Department of Transport:

Forum Building
159 Struben Street
Pretoria
0001
Email: Mathonsc@dot.gov.za
Attention: Ms Charmaine Mathonsi

14.3 The Service Provider

_____
_____
_____
_____

Email: _____
Attention: _____

15. GENERAL

15.1 This Agreement constitutes the entire agreement between the Parties. Any prior arrangements, agreements, representations or undertakings are superseded.

15.2 No amendment to this Agreement will be valid or have any force or effect unless reduced to writing and signed by duly authorised representatives of both Parties.

15.3 No relaxation or indulgence which any Party may grant to the other Party shall constitute a waiver of the rights of that Party and shall not preclude that Party from exercising any rights which may have arisen in the past or which may arise in the future.

15.4 Each party acknowledges and agrees with the other that the undertakings given in relation to Confidential Information and Intellectual Property Rights will survive the termination of this Agreement and will continue in force until such time as the Confidential Information becomes public knowledge other than by breach of this agreement.

15.5 If the whole or any part of a provision of this Agreement is void, voidable, unenforceable or illegal, the whole or that part (as the case may be) of that provision will be severed and the remainder of this Agreement will have full force and effect provided

such severance does not amount to rewriting this agreement or basically altering the nature of this agreement and that such severance is not contrary to public policy.

15.6 This Agreement will be governed by and interpreted in accordance with the laws of the Republic of South Africa.

15.7 This Agreement may be executed in several counterparts, each of which will together constitute one and the same original document. Any such counterpart may be a scanned and emailed copy thereof.

15.8 This Agreement may be signed in any number of counterparts, each of which when taken together will form one and the same document.

Signed on the_____ day of_____ 20__ at _____

DEPARTMENT OF TRANSPORT

SIGNATURE : _____

FULL NAMES: _____

SERVICE PROVIDER

SIGNATURE : _____

FULL NAMES: _____

THE NATIONAL TREASURY

Republic of South Africa

GOVERNMENT PROCUREMENT:

GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if (applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

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

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

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

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

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

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

1.7 "Day" means calendar day.

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

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

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

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

RSA.

1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

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

1.14 "GCC" means the General Conditions of Contract.

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

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

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

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

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

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

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

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

obligations of the supplier covered under the contract.

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

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

7. Performance security

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or

(b) a cashier's or certified cheque

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

8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract supplies may on or after delivery be inspected, tested or

analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

(e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

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

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

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

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

15. Warranty

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

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

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

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

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
(b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable law

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

31. Notices

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

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

32. Taxes and duties

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

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

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

33. National Industrial Participation (NIP) Programme

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

34 Prohibition of Restrictive practices

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

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

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

ANNEXTURE B

FINANCIAL PROPOSAL

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER: .....BID NO.: **DOT/02/2025/CA**

CLOSING TIME 11:00 CLOSING DATE.....

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

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
1.	The accompanying information must be used for the formulation of proposals.	
2.	Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project.	R.....
3.	PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)	

4. PERSON AND POSITION	HOURLY RATE	DAILY RATE
----------	R----------	----------
----------	R----------	----------
----------	R----------	----------
----------	R----------	----------
----------	R----------	----------

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

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

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
----------	.....	.....	R.....
----------	.....	.....	R.....
----------	.....	.....	R.....
----------	.....	.....	R.....

TOTAL: R.....

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

Bid No.: .....

Name of Bidder: .....

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

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
----------	.....	.....	R.....
----------	.....	.....	R.....
----------	.....	.....	R.....
----------	.....	.....	R.....

TOTAL: R.....

6. Period required for commencement with project after acceptance of bid .....

7. Estimated man-days for completion of project .....

8. Are the rates quoted firm for the full period of contract? *YES/NO

9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index. .....

.....

.....

.....

***[DELETE IF NOT APPLICABLE]**

Any enquiries regarding bidding procedures may be directed to the –

DEPARTMENT OF TRANSPORT
Ms Nelisiwe Nyawo / Mr John Mashinini
Supply Chain Management
Tel: 012 309 3291/3045

Or for technical information

DEPARTMENT OF TRANSPORT
Ms. Charmaine Mathonsi
Directorate: Economic Analysis & Regulation
Tel :012 309 3939

PRICE INSTRUCTIONS

1. STRUCTURE OF THE TENDER

This spreadsheet for **RFP/BID -DOT/02/2025/CA** contains the financial response templates for the bid. The bid pricing submission instructions in this document must be read in conjunction with instructions or notes embedded in the various tabs of spreadsheet (Pricing Schedule).

2. GENERAL INSTRUCTIONS FOR COMPLETING THE PRICING SCHEDULE TEMPLATES

2.1 Tender submission format

2.1.1 Bidders must submit a paper copy and a protected electronic copy of the Pricing Schedule. In the event of a discrepancy, the paper copy will prevail.

2.1.2 Bidders must sign all paper copies of their Pricing Schedule.

2.2 Input spreadsheets

2.2.1 The Pricing Schedule templates are contained within the one (1) Excel Workbook

2.2.2 Bidders must not make any changes to the spreadsheets or change the formatting of the Pricing Schedule.
applicable.

2.2.5

2.2.5 Bidders may provide additional breakdown in delivrables are broken up into activities

2.3 Currency and VAT

2.3.1 All Bidders' pricing must be quoted in South African Rands (ZAR).
must complete the templates with **unit prices excluding VAT**.

2.3.3 If a Bidder is not VAT registered, please indicate and delete the formulas for Spreadsheet B-Summary J35.

transport
Department:
Transport
REPUBLIC OF SOUTH AFRICA

ANNEXURE B
Pricing Schedule

Bid ref. number:	DOT/02/2025/CA	**Expected project start date:**	
		Expected duration (Months)	

Description of bid:	
Name of bidder:	

	Max	Score
PPPFA points allocation	20	0
% Black Ownership	10	
% Black Ownership: Women	5	
% Black Ownership: BDG	5	
BDG:XXXXXXXX		

Indicative project time frames		
Start	**End**	**Duration**
	Months	

TOTAL BID PRICE incl. VAT	
1. Total price required to produce/deliver all goods/services included in the ToR. 2. Please ensure that this price matches the price indicated on SBD 1. 3. This price will be used for PPPFA comparison purposes.	R -

PART 1: COSTING OF SERVICES		
1	Fully inclusive resource cost for all deliverables (B3)	-
2	Travel and subsistence cost	
3	Printing / stationery cost	
4	Communication cost	
5	Other	
6	Other	
TOTAL (EXCL VAT)		-
VAT		-
TOTAL (INCL VAT)		-

Bidders may only complete yellow cells. Any changes to formulas in this spread sheet will invalidate the bid

Confirmation by bidder
Signature
Name:
Designation:
Date:

Bidders must print and sign all worksheets (Summary and Annexures B1 to B2)

Orange coloured cells to be completed by DOT
Yellow coloured cells to be completed by bidder

Annexure B2: Costing per delivrable																						
							Days allocated per team member															
#	Deliverable / Activities description	Person Days	Start	End	Duration (Days)	Cost (EXCL VAT)	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
1		0			0	-															
2		0			0	-															
3		0			0	-															
4		0			0	-															
5		0			0	-															
6		0			0	-															
7		0			0	-															
8		0			0	-															
9		0			0	-															
10		0			0	-															
11		0			0	-															
12		0			0	-															
13		0			0	-															
14		0			0	-															
15		0			0	-															
16		0			0	-															
17		0			0	-															
18		0			0	-															
19		0			0	-															
20		0			0	-															
		0			0	-	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Bidder signature
Signature

Start	
End	
Duration	36 Months

The start date for bid purposes is the expected date of award as indicated in proposal. The start date for contract management purposes will be the actual date of award of the bid.

Annexure B1: Proposed Team Daily Rates				
Bidder Name:				
#	**Name of team member**	**Role (As specified in ToR)**	**Daily rate**	**Days**
1				-
2				-
3				-
4				-
5				-
6				-
7				-
8				-
9				-
10				-
11				-
12				-
13				-
14				-
15				-
O	Other	Other		-
				-

Bidder signature
Signature