



RUSTENBURG LOCAL MUNICIPALITY

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21.4 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 22.2 without the application of penalties.

21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods 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 supplier as having no objection and proceed with the restriction.

23.5 Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, 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 purchaser actively associated.



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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. Antidumping 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 supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to goods 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.



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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 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 for goods delivered and / or services rendered according to the prescripts of the contract.

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 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.



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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 SARS must have certified that the tax matters of the preferred bidder are in order.

32.4 No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

33. Transfer of contracts

33.1 The contractor shall not abandon, transfer, cede assign or sublet a contract or part thereof without the written permission of the purchaser

34. Amendment of contracts

34.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

35. Prohibition of restrictive practices

35.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of **restrictive practices** 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.

35.2 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 section 59 of the Competition Act No 89 Of 1998.

35.3 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



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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.

SPECIFICATIONS

YARONA is an Integrated Public Transport Network that aims to integrate the various modes of transport which seek to provide a safer, reliable, accessible, affordable, transport system that gives priority to public over private transport. The Municipality has made extensive effort to improve infrastructure and the plan is to integrate the YARONA system with an array of other services, including local and long distance bus services, feeder vehicles, taxis, pedestrian passageways, bicycles, and private cars.

Rustenburg Rapid Transport is looking to procure services for **QU/DRT/0125/2021/22 – Design, Supply & Delivery for SATC 2023**

Please see below a spec for the job:

To create a transportation system that prioritises public over private transport while still being secure, dependable, accessible, and economical, YARONA strives to combine the many forms of transportation. The Municipality has invested much in improving infrastructure, and its goal is to connect the YARONA system with other modes of transportation such as short- and long-distance buses, feeder vehicles, taxis, pedestrian tunnels, bicycles, and private cars.

Rustenburg Rapid Transport is looking to procure services for **QU/DRT/0153/2021/22 - Appointment of a Travel Coordinator for RRT's SATC 2022 Participation**

Please see below a spec for the job:

As part of its Marketing & Communications Plan, the Rustenburg Rapid Transport is holding a number of important conferences and events leading up to the success of the system.

Hence, it seems sense to ask for a Travel Coordinator to be put in charge of the following:

The Southern African Transport Conference typically has over 2500 attendees a day. Funding agencies, municipal, provincial, and national governments, parastatals, policy- and decision-makers, academics, researchers, students, and professionals active in planning, construction, manufacturing, logistics, operation, and safety of passenger and freight transport, road traffic, rail, maritime, and aviation are all encouraged to attend.

As far as the SATC stands, this is the longest ongoing transportation conference in the Africa. Capacity building through the delivery of courses is a major priority, alongside the presenting of



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research and technology transfer papers. When it comes to transportation, the SATC has always been a place for discussion and debate. Formerly, meetings were held to discuss "Transport infrastructure provision," "Establishment of transport authorities," and "Transport performance indicators," all of which are relevant to provincial and local transportation.

The then-Minister Mac Maharaj recognised the significance of the SATC in the transportation discussion and in recognizing this, the Minister has consented to serve as the SATC's Patron. After then, Minister Jeff Radebe also served as Patron, an honorary position that has no monetary obligations. As a result, the SATC is often considered the best venue for discussing transportation policy. With the DOT's help, we can keep performing this crucial service for the good of the nation and its citizens. Currently, Mr Fikile Mbalula is the patron of the conference.

41st ANNUAL SOUTHERN AFRICAN TRANSPORT CONFERENCE SATC 2023

Provisional programme

- We are excited to share the programme for the Southern African Transport Conference and Exhibition.
- The event will run from 10 to 13 July 2023.
- On-line registrations are open to public and corporates.
- Each day's proceedings will officially start at 08h30 and end at 17h00.
- The exhibition booths may be visited at any time during the day and will be open from 08h30 to 17h00 each day.

OPENING ADDRESS:

PLENARY SPEAKERS:



MONDAY 10 July:

Mr Mikel Mabasa

National Association of Automobile Manufacturers of South Africa (NAAMSA)

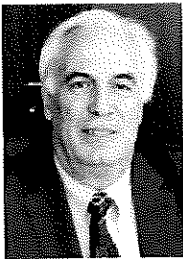
Mikel has an extensive private sector exposure and has held various executive management and advisory roles at blue chip companies such as The Heineken Company; Diageo; Rio Tinto; Adcock Ingram; and Japan Tobacco International. He also served as a non-executive director of numerous



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bodies such as the Industry Association for Responsible Alcohol Use, the Tobacco Institute of South Africa, and the Vusi Mahlasela Music Development Foundation. He also has extensive track record of success in Government policy formulation having worked in senior Government roles as Spokesperson in the Ministry of Transport and served as a Director in the Gauteng Provincial Government. Before joining naamsa as its Chief Executive Officer, Mikel was CEO at Godisang Thabazimbi Community Development Trust (a Kumba - Sishen Iron Ore - community development initiative).



TUESDAY 11 July:

Prof Dr George Giannopoulos

UNIVERSITY OF THESSALONIKI – GREECE

Prof. George A. Giannopoulos is a transportation planner, professor emeritus of the Aristotle University of Thessaloniki, Greece, and correspondent member of the Academy of Athens. He is the immediate past director of the Hellenic Institute of Transport - the National Transport research Organisation of Greece - which he founded and chaired for 16 years. He is also, Advisory Professor at the Beijing Jiaotong University (BJTU), member of the Energy Steering panel of the European Academies Science Advisory Council (EASAC) and member of the US/TRB Research Innovation Implementation Committee.

During his career, Prof. Giannopoulos worked extensively with the EU, chairing or participating in working groups or Committees in several DGs (primarily DG MOVE and DG RTD). Most notably he has been associated for 12 years - 7 of which as its chair - with the Transport Advisory Group, the high level advisory body on Transport Research Programming of DG RTD.

He is the author of 16 books, 4 of which in English, and of more than 250 papers. His two most recent books in English are: "Publicly funded Transport research in the P.R. China, Japan and Korea", published by Springer (2018), and "The accelerating Transport Innovation revolution: A global case study based analysis of current trends and experience", published by Elsevier (2019). He has received several distinctions and awards for his work and achievements.

WEDNESDAY 12 July:

To be confirmed



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Information will be available soon.



KEYNOTE SPEAKER – WOMEN IN TRANSPORT

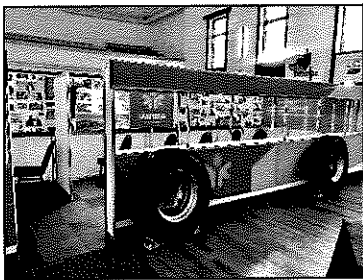
THURSDAY 11 July:

Hon. Lydia Sindisiwe Chikunga

MINISTER OF TRANSPORT

The Travel Coordinator is expected to run with the following for the RRT Traveling Team to the Conference:

- Transporting of the Bus Exhibition Model
- Accommodation for the travel patrons
- Promotional Material
- Stationery
- Branded Uniform



NOTE:

The conditions contained in the General Conditions of Contract (GCC) July 2010, and the bid forms, as well as any other conditions accompanying this invitation are applicable.



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PRICING SCHEDULE			
ITEM	DESCRIPTION	QUANTITY AS PER UNIT OF MEASURE	TOTAL
1	Accommodation		
	- Single Rooms (09 – 14 July 2023) Dinner, B & B	1	
	- Single Room (10 July – 13 July 2023) Dinner, B & B	1	
	- Single Room (11 July – 13 July 2023) Dinner, B & B	5	
	- Double Room (11 – 13 July 2023) Dinner, B & B	5	
2	Exhibition Bus Model	1	
	- Delivery & Collection in Pretoria from Rustenburg		
	- Assembly		
	- Breakdown		
	- Electric Work		
3	Branded Uniform		
	- Mens Scotia Red Jacket (S x 4; M x 4; L x 4; XL x 2; XXL x 2)	16	
	- Men's Pensacola Golf Shirt in Green (S x 4; M x 4; L x 4; XL x 2; XXL x 2)	16	
	- Trucker Cap in Red	16	
	- Beanie & Scarf Combo in Navy	16	
	All these to be branded the Yarona Logo & RLM.		
4	Promotional Material		
	- Kooshly Neo Lunch Bag	50	
	- Razzle Dazzle Phone Card Holders Orange	300	
	- Hoxton Umbrella in Khakhi	20	
	- Chameleaoon Mug in Lime	100	
	- Oakridge Thirteen Gift Set	15	
	- Cuddle Fleece Blanket in Orange	150	
- Alex Varga Pictor Ball	10		
	All these to be branded the Yarona Logo.		
5.	Registration for Conference		
		TOTAL	
		VAT 15%	
	GRAND TOTAL		