



**CLUSTER**  
**Human Settlement, Engineering, and Transport**

**UNIT**  
**Ethekwini Transport Authority**

**DEPARTMENT**  
**Road System Management**

**PROCUREMENT DOCUMENT**  
**PROFESSIONAL SERVICES**

Documents are to be obtained, free of charge, in electronic format, from the [National Treasury's eTenders website](#) or the [eThekwini Municipality's website](#).

**Contract No: 1T-31378**

**Contract Title:** TECHNICAL SUPPORT AND MAINTENANCE SERVICES OF THE MUNICIPALITY'S INTELLIGENT TRANSPORT SYSTEM (ITS) FOR A 36 MONTH PERIOD

**CLARIFICATION MEETING AND QUERIES**

**Clarification Meeting:** Compulsory Clarification Meeting. Interested bidders must submit their email addresses for inclusion on the virtual meeting by no later than 18 June 2025 before 16:00 pm. Link of the virtual meeting will be forwarded to bidders by the 19th June 2025 at 08:30 am. Questions and answers from the virtual meeting will be consolidated and posted on eTenders/Municipal website by the 10th July 2025 for the benefit of all tenderers.

**Meeting Location, Date, Time:** [Virtual Meeting](#)  
[On \[19 June 2025\] at \[10:00\]](#)

**Queries can be addressed to:** Andrew Aucamp  
**The Employer's Agent's:** Tel: 031-311 7340  
**Representative:** eMail: [Andrew.Aucamp@durban.gov.za](mailto:Andrew.Aucamp@durban.gov.za)  
SSS Queries Contact Lindo Dlamini: Tel: 031-3227133/031-3227153  
email: [supplier.selfservice@durban.gov.za](mailto:supplier.selfservice@durban.gov.za)

**TENDER SUBMISSION**

**Delivery Location:** [The Tender Box in the foyer of the Municipal Building](#)  
[166 KE Masinga Road, Durban](#)

**Closing Date/ Time:** [Friday, 18 July 2025](#) at [11h00](#)

**FACSIMILE, eMAIL, or POSTED TENDERS WILL NOT BE ACCEPTED**

**Issued by:**

**ETHEKWINI MUNICIPALITY**

**Deputy Head:** [Road System Management](#)

FOR OFFICIAL USE ONLY

Tenderer Name:			VAT Registered: Yes No
	Price (excl)	VAT	Price (incl)
Submitted: R	R	R	R
Corrected: R	R	R	R

FOR OFFICIAL USE ONLY

Tenderer Name:			VAT Registered: Yes No
	Price (excl)	VAT	Price (incl)
Submitted: R	R	R	R
Corrected: R	R	R	R

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## **PART T1: TENDERING PROCEDURES**

### **T1.1.1: TENDER NOTICE AND INVITATION TO TENDER**

Tenders are hereby invited for Professional Services to provide support and maintenance services for eThekweni's Intelligent Transportation systems.

<b>Subject</b>	<b>Description</b>	<b>Tender Data Ref.</b>
<b>Employer</b>	The Employer is the eThekweni Municipality as represented by: Deputy Head: <b>Road System Management</b>	F.1.1.1
<b>Tender Documents</b>	Documents can only be obtained in electronic format, issued by the eThekweni Municipality. Documentation can be downloaded from the <b>National Treasury's eTenders website</b> or the <b>eThekweni Municipality's Website</b> . The <u>entire document</u> should be printed (on A4 paper) and suitably bound by the tenderer.  The Supplier Self Service: to view advertised bids and to submit a bid advertised by EThekweni Municipality. Follow the link below login o ( <a href="https://rfq.durban.gov.za/jde/E1Menu.maf">https://rfq.durban.gov.za/jde/E1Menu.maf</a> )	F.1.2
<b>Clarification Meeting</b>	<b>Virtual Meeting On [19 June 2025] at [10:00]</b>	F.2.7
<b>Seek Clarification</b>	Queries relating to these documents are to be addressed to the Employer's Agent's Representative whose contact details are: <b>Andrew Aucamp</b> <b>Tel: 031-311 7340</b> <b>eMail: Andrew.Aucamp@durban.gov.za</b> <b>SSS Queries Contact Lindo Dlamini: Tel: 031-3227133/031-3227153</b> <b>email: supplier.selfservice@durban.gov.za</b>	F.2.8
<b>Submitting a Tender Offer</b>	Tender offers shall be delivered to: <b>The Tender Box in the foyer of the Municipal Building 166 KE Masinga Road, Durban</b>	F.2.13
<b>Closing Time</b>	Tender offers shall be delivered on or before <b>Friday, 02 May 2025</b> at or before <b>11h00</b> .	F.2.15
<b>Evaluation of Tender Offers</b>	<b>The 80/20</b> Price Preference Point System, as specified in the PPPFA Regulations 2022 will be applied in the evaluation of tenders. Refer to Clause F.3.11 of the Tender Data for the <b>Specific Goal(S)</b> for the awarding of Preference Points, and other related evaluation requirements.	F.3.11

Requirements for sealing, addressing, delivery, opening and assessment of tenders are further stated in the Tender Data

## **PART T1: TENDERING PROCEDURES**

### **T1.2: TENDER DATA**

#### **T1.2.1 STANDARD CONDITIONS OF TENDER**

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement (July 2015) as published in Government Gazette No 38960, Board Notice 136 of 2015 of 10 July 2015.

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

#### **T1.2.2 TENDER DATA**

Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

### **F.1: GENERAL**

**F.1.1 The employer:** The Employer for this Contract is the eThekweni Municipality as represented by: Deputy Head: **Road System Management**

**F.1.2 Tender documents:** The Tender Documents issued by the Employer comprise:

- 1) This procurement document.
- 2) The “Standard Professional Services Contract – 3<sup>rd</sup> Edition July 2009” published by the Construction Industry Development Board (CIDB). This document is obtainable separately, and Tenderers shall obtain their own copies.
- 3) In addition, Tenderers are advised, in their own interest, to obtain their own copies of the following acts, regulations, and standards referred to in this document as they are essential for the Tenderer to get acquainted with the basics of construction management, the implementation of preferential construction procurement policies, and the participation of targeted enterprise and labour.
  - The Employer’s current (as at advertising date) Supply Chain Management Policy.
  - The Preferential Procurement Policy Framework Act No 5 of 2000, and the Preferential Procurement Policy Framework Act Regulations (2022).
  - The Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the Construction Regulations (2014).
  - The Construction Industry Development Board Standard for Uniformity in Construction Procurement (July 2015).
  - Any other eThekweni Policy documents referenced in the Tender Documents.

Electronically downloaded documentation is obtainable from the National Treasury’s **eTenders Website** or the **eThekweni Municipality’s Website** at URLs:

- <https://www.etenders.gov.za/>
- <https://www.durban.gov.za/pages/business/procurement>

The entire downloaded document should be printed on white A4 paper (single-sided) and suitably bound by the tenderer.

**F.1.4 Communication and employer’s agent:** The Employer’s Agent’s Representative is:

**Andrew Aucamp**  
**Tel: 031-311 7340**  
**eMail: Andrew.Aucamp@durban.gov.za**  
**SSS Queries Contact Lindo Dlamini: Tel: 031-3227133/031-3227153 email:**  
**supplier.selfservice@durban.gov.za**

The Tenderer's contact details, as indicated in the Contract Data: Clause C1.2.2.2 "Data to Be Provided by Contractor", shall be deemed as the only valid contact details for the Tenderer for use in communications between the Employer's Agent and the Tenderer.

## F.2: TENDERER'S OBLIGATIONS

### F.2.1 Eligibility: General

A Tenderer will not be eligible to submit a tender if:

- (a) the Tenderer submitting the tender is under restrictions or has principles who are under restriction to participate in the Employer's procurement due to corrupt or fraudulent practices.
- (b) the Tenderer does not have the legal capacity to enter into the contract.
- (c) the Tenderer does not comply with the legal requirements as stated in the Employer's current SCM Policy.
- (d) the Tenderer cannot provide proof that he is in good standing with respect to duties, taxes, levies and contributions required in terms of legislation applicable to the work in the contract.
- (e) In the event of a Compulsory Clarification Meeting:
  - i) the Tenderer fails to attend the Compulsory Clarification Meeting.
  - ii) the Tenderer fails to have form "Certificate of Attendance at Clarification Meeting / Site Inspection" (in T2.2) signed by the Employer's Agent or his representative.
- (f) in the case of JV submissions, two or more JV entities have common directors / shareholders or common entities tendering for the same works.
- (g) at the time of closing of tenders, the Tenderer is not registered on the **National Treasury Central Supplier Database** (CSD) as a service provider. In the case of a Joint Venture, this requirement will apply individually to each party in the Joint Venture.
- (h) The tender fails to complete and sign the Declaration of Municipal Fees in T2.2: "Returnable Documents" and submits the required documentation. Reference is to be made to Returnable Document T2.2.12.

SCM Policy (CI.14(4)) requires suppliers/ service providers/ contractors to be registered on the **eThekweni Municipality Central Supplier Database**.

In the event of the Tenderer not being registered on the eThekweni Municipality's Central Supplier Database, the tenderer must register on the internet at [www.durban.gov.za](http://www.durban.gov.za) by following these links:

- Business
- Supply Chain Management (SCM)
- Accredited Supplier and Contractor's Database.

The following are to be noted regarding registration on the **eThekwini Municipality Central Supplier Database**:

- (a) The information for registration as in the possession of the eThekwini Municipality will apply.
- (b) It is the Tenderer's responsibility to ensure that the details as submitted to the Municipality are correct.
- (c) Tenderers are to register prior to the submission of tenders.

**F.2.2.2 The cost of the tender documents:** Replace this paragraph with the following:

“Documents are to be obtained, free of charge, in electronic format, from the **National Treasury’s eTenders website** or the **eThekwini Municipality’s Website**. The entire electronically downloaded document should be printed on white A4 paper (single-sided) and suitably bound by the tenderer.

**F.2.6 Acknowledge addenda:** Add the following paragraphs to the clause:

“Addenda will be published, in electronic format, on the websites specified in F.1.2. Tenderers are to ensure that the eTenders website is consulted for any published addenda pertaining to this tender up to three days before the tender closing time as stated in the Tender Data.”

“Acknowledgement of receipt of the addenda will be by the return of the relevant completed, dated, and signed portion of the addenda, to the physical or email address as specified on the addenda. Failure of the tenderer to comply with the requirements of the addenda may result in the tender submission being made non-responsive.”

**F.2.7 Clarification meeting:**

**Virtual Meeting**  
**On [19 June 2025] at [10:00]**

In the event of a Compulsory Clarification Meeting, Tenderers must sign the attendance register in the name of the tendering entity. The Tenderer's representative(s) at the clarification meeting must be able to clearly convey the discussions at the meeting to the person(s) responsible for compiling the entity's tender offer.

**F.2.12 Alternative tender offers:** No alternative tender offers will be considered.

**F.2.13 Submitting a tender offer:** Submissions must be submitted on official submission documentation issued (in electronic format) by the eThekwini Municipality. The entire downloaded document should be printed on white A4 paper (single-sided) and suitably bound by the tenderer.

Identification details to be shown on each tender offer package are:

- Contract No. : **1T-31378**
- Contract Title : **TECHNICAL SUPPORT AND MAINTENANCE SERVICES OF THE MUNICIPALITY’S INTELLIGENT TRANSPORT SYSTEM (ITS) FOR A 36 MONTH PERIOD**

The Employer's address for delivery of tender offers is:

**The Tender Box in the foyer of the Municipal Building**  
**166 KE Masinga Road, Durban**

Parts of each tender offer communicated on paper shall be submitted as an original, plus 1 copy.

Bidders must submit a “hard copy” submission to the Tender Box located in the ground floor foyer of the Municipal Buildings, 166 KE Masinga Road (Old Fort Rd), Durban and an electronic submission via SSS. Bidders must ensure that the hard copy and electronic submission are the same, failing which the submission will be deemed invalid. Bidders are responsible for resolving all access rights and submission queries before the tender closing date. Tender closing date and time remain unchanged.

### **BID VIEWING, TENDER DOCUMENT DOWNLOAD AND BID SUBMISSION PROCESS**

To submit your bid once registered the following link must be followed for login to view advertised bids and to submit a bid advertised by EThekwin Municipality.

<https://rfq.durban.gov.za/jde/E1Menu.maf>

Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.

**F.2.15 Closing time:** The closing time for delivery of tender offers is:

- Date : **Friday, 02 May 2025**
- Time : **11h00**

**F.2.16 Tender offer validity:** The Tender Offer validity period is 120 Days from the closing date for submission of tenders.

**F.2.23 Certificates:** Refer to T2.1 for a listing of certificates that must be provided with the tender. All certificates must be valid at the time of tender closing.

**Tenderers are to include, at the back of their tender submission document, a printout of the required documents/ certificates.**

The Form of Offer (C1.1.1), Data to be provided by the Contractor (C1.2.2.2), and the Bill of Quantities (C2.2) are also required to be completed in full.

#### **Tax Clearance**

Refer also to returnable form in T2.2.3: "Tax Compliance Status PIN/ Tax Clearance Certificate".

SARS has introduced a new Tax Compliance Status System. Tenderers must submit a **Tax Compliance Status PIN** (TCS PIN) instead of an original Tax Clearance Certificate. This TCS PIN can be used by third parties to certify the taxpayer's real-time compliance status. This TCS PIN is to be entered on Returnable Document T2.2.1: "Compulsory Enterprise Questionnaire". Separate Tax Clearance Certificates / TCS PINs are required for each entity in a Joint Venture.

**Failure to comply will make the tender non-responsive.**

#### **Central Supplier Database (CSD)**

Refer also to returnable form in T2.2.12: "Eligibility: CSD Registration Report".

The entities (full) **CSD Registration Report**, obtained from the National Treasury Central Supplier Database, is to be included in the tender submission ( <https://secure.csd.gov.za> ).

Separate CSD Registration Reports are required for each entity in a Joint Venture.

## **F.3: THE EMPLOYER'S UNDERTAKINGS**

**F.3.1.1 Respond to requests from the tenderer:** Replace the words "five working days" with "three working days".

**F.3.2 Issue addenda:** Add the following paragraph: "Addenda will be published, in electronic format, on the same platform(s) as the Tender Notification (refer to F.1.2).

**F.3.4 Opening of Tender Submissions:** Tenders will be opened immediately after the closing time for tenders. The public reading of tenders will take place in the SCM Boardroom, 6<sup>th</sup> Floor, Engineering Unit Building, 166 KE Masinga Road, Durban.

### F.3.11 Evaluation of Tender Offers:

#### **Eligibility**

Tenders will be checked for compliance with the ELIGIBILITY requirements, as specified in Clause F.2.1. Tenderers not in compliance will be deemed non-responsive.

#### **Mandatory Requirements (Minimum Criteria for Tendering)**

Due to the specialized nature of the expertise involved in providing the required project management service and the potential strategic risk in the event this work interfering with real-time operation of the ATC database systems, or in the event of a system crash, consultants must meet all of the following criteria:

1. At least one registered Professional Electrical Engineer or registered Technologist, with 10 Years experience in:
  - a. Development of real-traffic control projects
  - b. Project management of technology contracts
  - c. Contract management (FIDIC and GCC) of technology contracts
  - d. Management and integration of Intelligent Transport & Traffic Control Systems
  - e. Management of Delcan iNet (only 2 years' experience required).
2. At least one member of the team with 10 Years Project Management experience implementing complex IT projects including experience implementing Integrated Fare Management Systems (IFMS) in the South African context that comply with the National Department of Transport's (NDoT) requirements for an EMV compliant and NDoT certified IFMS.
3. At least one team member with 5 years' experience in the development of data warehouse, real-time and relational database applications.
4. At least one team member with 5 years' experience in the development of GIS applications.
5. The team that is declared by the bidder must have one or more competencies listed below. The team must demonstrate a thorough working knowledge and extensive experience with the following hardware, software and operating systems, is essential:
  - a. SCADA systems (at least 2 years' experience of maintaining a SCADA system is required)
  - b. Intelligent Transportation Standards (ITS), including NTCIP, and devices
  - c. UK Traffic Control Standards, including UTMC, and devices
  - d. Siemens UX SCOOT traffic system (at least 2 years' experience in configuration and support is required)
  - e. Delcan iNet system (at least 2 years' experience supporting is required).
  - f. Data warehousing (at least 5 years' experience in SQL MS Access VBA and VB.NET (Visual Studio)
  - g. Windows operating system (Windows Server 2016+, Windows 11 - 64 bit)
  - h. Networking components (fiber, 3G, APN, TCP/IP)
  - i. Programming experience in JAVA programming language (at least 5 years)
  - j. GIS including spatial data manipulation, MapWinGIS – at least 2 years' experience using this tool with MS Access VBA and VB.NET

**Note that tenderers not meeting minimum criteria will not be considered.**

## RECORD OF EXPERIENCE

Please attach a brief CV of each team member, setting out their experience in relation to the ITS and database systems mentioned in this tender.

**Note that if no information is made available for the team members, it will be assumed that they have no experience in relation to the systems mentioned in this tender.**

### Preference Point System

The financial offer will be reduced to a comparative basis using the **Tender Assessment Schedule**.

The procedure for the evaluation of responsive tenders is **PRICE AND PREFERENCE** in accordance with the Employer's current SCM Policy, the Preferential Procurement Policy Framework Act (5 of 2000), and the Preferential Procurement Policy Framework Act Regulations (2022).

### Price Points

The **80/20** preference points system will be applied. The Formula used to calculate the **Price Points (max. 80)** will be according to that specified Regulation 4.1.

It is unclear (at the time of advertising) which of the two preference point systems applies, either the **80/20 or 90/10** preference point system will apply, determined by the price offered by the lowest acceptable tender.

### Preference Points

Refer to T2.2.6: "MBD 6.1: Preference Points Claim".

The Preference Points (either 20 or 10) will be derived from points allocated/ claimed for **Specific Goals** as indicated in the table(s) below, according to the specified **Goal/ Category Weightings**.

- **Ownership Goal**  
Goal Weighting: 60%

The tendering entity's **Percentage Ownership**, in terms of the **Ownership Category(s)** listed below, is to be used in the determination of the tenderer's claim for **Preference Points**.

Ownership Categories	Criteria	80/20	90/10
Race: Black (w1)	Equals 0%	0	n/a
	Between 0% and 51%	8	n/a
	Greater or equal to 51% and less than 100%	16	n/a
	Equals 100%	20	n/a
<b>Maximum Goal Points:</b>			n/a

The **Weightings** of the **Ownership Categories** will be:

- 

**Proof of claim as declared on MBD 6.1** (1 or more of the following will be used in verifying the tenderer's status)

- Companies and Intellectual Property Commission registration document (CIPC)
- CSD report.
- B-BBEE Certificate of the tendering entity.
- Consolidated BBBEE Certificate if the tendering entity is a Consortium, Joint Venture, or Trust (Issued by verification agency accredited by the South African Accreditation System).
- Agreement for a Consortium, Joint Venture, or Trust.

- **RDP Goal: The promotion of South African owned enterprises**

Goal Weighting: 40%

The tendering entity's **Address** (as stated on the National Treasury Central Supplier Database (CSD) or on the eThekweni Municipality Vendor Portal) is to be used in the determination of the tenderer's claim for Preference Points for this Specific Goal.

<b>Location</b>	<b>80/20</b>	<b>90/10</b>
Not in South Africa	0	n/a
South Africa	5	n/a
Kwa Zulu Natal	10	n/a
eThekweni Municipality	20	n/a
<b>Maximum Goal Points:</b>		n/a

**Proof of claim as declared on MBD 6.1** (1 or more of the following will be used in verifying the tenderer's status)

- CSD report

### **Preferential Procurement**

(SCMP Cl.23) After tender submissions have been evaluated in terms of the **Preference Point System** and the highest points scorer has been ascertained, the requirements of targeted procurement will be applied according to the provisions of the SCM Policy.

Targeted Procurement requirements are specified in the "**Additional Conditions of Tender**" in T1.2.3.4.

**F.3.13 Acceptance of tender offer:** In addition to the requirements of Clause F.3.13 of the Standard Conditions of Tender, tender offers will only be accepted if:

- The tenderer submits a **valid Tax Clearance Certificate OR Tax Compliance Status PIN**, issued by the TCS System of the South African Revenue Services, or has made arrangements to meet outstanding tax obligations.
- The tenderer or any of its directors/shareholders is **not listed on the Register of Tender Defaulters** in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector.
- The tenderer has not:
  - Abused the Employer's Supply Chain Management System; or
  - Failed to perform on any previous contract and has been given a written notice to this effect.
- The tenderer has completed the **Compulsory Enterprise Questionnaire** and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the Employer or potentially compromise the tender process.

The Municipality does not bind itself to accept the lowest or any tender. It reserves the right to accept the whole or any part of a tender to place orders. Bidders shall not bind the Municipality to any minimum quantity per order. The successful Tenderer (s) shall be bound to provide any quantities stipulated in the specification.

**F.3.17 Copies of contract:** The number of **paper copies** of the signed contract to be provided by the Employer is **ONE (1)**.

Tenderers are to include, with their paper (“hard copy”) submission, a memory-stick containing an electronically scanned (300 dpi resolution) Public Document Format (PDF) copy of their complete bid submission. This PDF file should be named using the contract number and the Tenderer’s name, eg. “**1T-31378 – Tenderers Name.PDF**”. The memory-stick must be labelled with the Tenderer’s name and securely fixed to the paper submission.

### **T1.2.3 ADDITIONAL CONDITIONS OF TENDER**

#### **T1.2.3.1 Appeals**

In terms of Regulation 49 of the Municipal Supply Chain Management Regulations persons aggrieved by decisions or actions taken by the Municipality, may lodge an appeal within 14 days of the decision or action, in writing to the Municipality. All appeals (clearly setting out the reasons for the appeal) and queries with regard to the decision of award are to be directed to:

The City Manager  
Attention Ms S. Pillay      eMail: [Simone.Pillay@durban.gov.za](mailto:Simone.Pillay@durban.gov.za)  
P O Box 1394  
DURBAN, 4000

#### **T1.2.3.2 Prohibition on awards to persons in the service of the state**

Clause 44 of the Supply Chain Management Regulations states that the Municipality or Municipal Entity may not make any award to a person:

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

Should a contract be awarded, and it is subsequently established that Clause 44 has been breached, the Employer shall have the right to terminate the contract with immediate effect.

#### **T1.2.3.3 Code of Conduct and Local Labour**

The Tenderers shall make themselves familiar with the requirements of the following policies that are available on web address: <ftp://ftp.durban.gov.za/cesu/StdContractDocs/>:

- Code of Conduct;
- The Use of CLOs and Local Labour.

#### **T1.2.3.4 Preferential Procurement**

Preferential Procurement provisions is applicable to this tender.

#### **T1.2.3.5 Functionality Specification**

Functionality Evaluation is not applicable to this tender.

## **PART T2: RETURNABLE DOCUMENTS**

### **T2.1 LIST OF RETURNABLE DOCUMENTS**

#### **T2.1.1 General**

The Tender Submission Documentation must be submitted in its entirety. All forms must be properly completed as required.

The Tenderer is required to complete each and every Schedule and Form listed below to the best of their ability as the evaluation of tenders and the eventual contract will be based on the information provided by the Tenderer. Failure of a Tenderer to complete the Schedules and Forms to the satisfaction of the Employer will inevitably prejudice the tender and may lead to rejection on the grounds that the tender is non-responsive.

#### **T2.1.2 Returnable Schedules, Forms and Certificates**

##### **Entity Specific**

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##### **Technical or Functionality Evaluation**

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## **T2.2 RETURNABLE SCHEDULES, FORMS, AND CERTIFICATES**

The returnable schedules, forms, and certificates, as listed in T2.1.2, can be found on pages [14](#) to [30](#).

### **NOTE**

The **Form of Offer** (C1.1.1), The **Data to be Provided by Contractor** (C1.2.2.2), and the **Bill of Quantities** (C2.2) are also required to be completed by the tenderer.

**T2.2.1 COMPULSORY ENTERPRISE QUESTIONNAIRE**

Ref	Description	Complete or Circle Applicable	
1.1	Name of enterprise		
1.2	Name of enterprise's representative		
1.3	ID Number of enterprise's representative		
1.4	Position enterprise's representative occupies in the enterprise		
1.5	National Treasury Central Supplier Database Registration number	<b>MAAA</b>	
1.6	eThekwini Supplier Database: Reference number (PR), if any:	<b>PR</b>	
1.7	VAT registration number, if any:		
<b>2.0 Particulars of sole proprietors and partners in partnerships (attach separate pages if more than 4 partners)</b>			
	<b>Full Name</b>	<b>Identity No.</b>	<b>Personal income tax No. *</b>
2.1			
2.2			
2.3			
2.4			
<b>3.0 Particulars of companies and close corporations</b>			
3.1	Company registration number, if applicable:		
3.2	Close corporation number, if applicable:		
3.3	Tax Reference number, if any:		
3.4	South African Revenue Service: Tax Compliance Status PIN:		

**4.0 Record in the service of the state** (Insert on a separate page if necessary)

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

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

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

**5.0 Record of spouses, children and parents in the service of the state** (Insert on a separate page if necessary)

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

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

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

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

- i) authorizes the Employer to verify the tenderers tax clearance status from the South African Revenue Services that it is in order.
- ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004.
- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption.
- iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest.
- v) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

**NAME (Block Capitals):** \_\_\_\_\_

**Date**

**SIGNATURE:** \_\_\_\_\_

**T2.2.2 CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING / SITE INSPECTION**

Reference is to be made to Clauses F.2.1(c) and F.2.7 of the Tender Data.

This is to certify that:

(tenderer name):

of (address):

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

was represented by the person(s) named below at the Clarification Meeting held for all tenderers, the details of which are stated in the Tender Data (F.2.7).

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

**Particulars of person(s) attending the meeting:**

Name: .....	Name: .....
Signature: .....	Signature: .....
Capacity: .....	Capacity: .....

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

Name: .....

Signature: .....

Date: .....

**T2.2.3 TAX COMPLIANCE STATUS PIN / TAX CLEARANCE CERTIFICATE**

Reference is to be made to Clauses F.2.23 and F.3.13(a) of the Tender Data.

SARS has introduced a new Tax Compliance Status System. Tenderers can submit a Tax Compliance Status PIN (TCS PIN) instead of an original Tax Clearance Certificate. This TCS PIN can be used by third parties to certify the taxpayer's real-time compliance status.

Separate Tax Clearance Certificates / TCS PINs are required for each entity in a Joint Venture.

The TCS PIN(s) are to be entered under item 3.4 on form **T2.1.2.1: Compulsory Enterprise Questionnaire**.

**Tenderers are to include, at the back of their tender submission document, a printout of their Tax Compliance Status PIN (TCS PIN) OR an original Tax Clearance Certificate.**

**Failure to include the required document will make the tender submission non-responsive.**

*I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct, **and that the requested documentation has been included in the tender submission.***

**NAME (Block Capitals):** \_\_\_\_\_

**Date**

**SIGNATURE:** \_\_\_\_\_

**T2.2.4 MBD 4: DECLARATION OF INTEREST**

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

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

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

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

3.1 Name of enterprise	Complete T2.1.2.1 Item 1.1
Name of enterprise’s representative	Complete T2.1.2.1 Item 1.2
3.2 ID Number of enterprise’s representative	Complete T2.1.2.1 Item 1.3
3.3 Position enterprise’s representative occupies in the enterprise	Complete T2.1.2.1 Item 1.4
3.4 Company Registration number	Complete T2.1.2.1 Item 3.1 or 3.2
3.5 Tax Reference number	Complete T2.1.2.1 Item 3.3
3.6 VAT registration number	Complete T2.1.2.1 Item 1.7

3.7 The names of all directors / trustees / shareholders / members / sole proprietors / partners in partnerships, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below. In the case of a joint venture, information in respect of each partnering enterprise must be completed and submitted.

Circle Applicable			
3.8 Are you presently in the service of the state?	<table border="1" style="display: inline-table;"> <tr> <td style="width: 50px;">YES</td> <td style="width: 50px;">NO</td> </tr> </table>	YES	NO
YES	NO		
If yes, furnish particulars: .....			
.....			
3.9 Have you been in the service of the state for the past twelve months?			
<table border="1" style="display: inline-table;"> <tr> <td style="width: 50px;">YES</td> <td style="width: 50px;">NO</td> </tr> </table>		YES	NO
YES	NO		
If yes, furnish particulars: .....			
.....			

3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? YES NO  
 If yes, furnish particulars: .....

3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? YES NO  
 If yes, furnish particulars: .....

3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? YES NO  
 If yes, furnish particulars: .....

3.13 Are any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? YES NO  
 If yes, furnish particulars: .....

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

4 The names of all directors / trustees / shareholders / members / sole proprietors / partners in partnerships, their individual identity numbers and state employee numbers must be indicated below. In the case of a joint venture, information in respect of each partnering enterprise must be completed and submitted

Full Name	Identity No.	State Employee No.	Personal income tax No.
Use additional pages if necessary			

*I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct.*

**NAME (Block Capitals):** .....

**Date**

**SIGNATURE:** .....

**T2.2.5 MBD 5: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION  
(ALL APPLICABLE TAXES INCLUDED)**

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

	Circle Applicable	
1.0 Are you by law required to prepare annual financial statements for auditing?	YES	NO
1.1 <b>If YES, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.</b>		
2.0 Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?	YES	NO
2.1 If NO, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.		
2.2 If YES, provide particulars. ..... .....		
3.0 Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?	YES	NO
3.1 If YES, provide particulars. ..... .....		
4.0 Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?	YES	NO
4.1 If YES, provide particulars. ..... .....		

**If required by 1.1 above, tenderers are to include, at the back of their tender submission document, a printout of their audited annual financial statements.**

*I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct, and, if required, that the requested documentation has been included in the tender submission.*

**NAME (Block Capitals):** ..... **Date** .....

**SIGNATURE:** .....

**T2.2.6 MBD 6.1: PREFERENCE POINTS CLAIM**  
**In terms of THE PREFERENTIAL PROCUREMENT REGULATIONS (2022)**

**Reference is to be made to Clause F.3.11 of the Tender Data.**

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

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

## **1.0 GENERAL CONDITIONS**

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

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

1.2 The applicable preference point system for this tender is the 80/20 preference point system.

1.2 The applicable preference point system for this tender is the 90/10 preference point system.

1.2 Either the 80/20 or 90/10 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the applicable system once tenders are received.

1.3 Preference Points for this tender shall be awarded for:

- **Price and Specific Goals:** Either 80 or 90 (price) and 20 or 10 (specific goals), in terms of 1.2 above.
- The total Preference Points, for Price and Specific Goals, is 100.

1.4 Failure on the part of the tenderer to submit the required proof or documentation, in terms of the requirements in the Conditions of Tender for claiming specific goal preference points, will be interpreted that preference points for specific goals are not claimed.

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

## **2.0 DEFINITIONS**

2.1 **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation.

2.2 **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts.

2.3 **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes.

2.4 **“tender for income-generating contracts”** means a written offer in the form determined by Municipality in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the Municipality and a third party that produces revenue for the Municipality, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions.

2.5 **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

### 3.0 FORMULA FOR CALCULATION OF PREFERENCE PRICE POINTS

#### 3.1 PROCUREMENT OF GOODS AND SERVICES

**POINTS AWARDED FOR PRICE:** A maximum of 80 or 90 points is allocated for price on the following basis:

<u>80 / 20 Points System</u>	OR	<u>90 / 10 Points System</u>
$P_s = 80 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right)$		$P_s = 90 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right)$

Where:

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

#### 4.0 POINTS AWARDED FOR SPECIFIC GOALS

4.1 In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goal(s) stated in **Table 1** below, as supported by proof/ documentation stated in the **Conditions of Tender**:

4.2 In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of:

- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system, or
- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

**TABLE 1:** Specific Goals for the tender and maximum points for each goal are indicated per the table below.

**Tenderers are to indicate their points claim for each of the Specific Goals in the shaded blocks.**

The Specific Goals to be allocated points in terms of this tender	Maximum Number of points ALLOCATED (80/20 system)	Maximum Number of points ALLOCATED (90/10 system)	Number of points CLAIMED (80/20 system)	Number of points CLAIMED (90/10 system)
<b>Ownership Goal:</b> Race (black)	12	n/a		n/a
<b>RDP Goal:</b> The promotion of South African owned enterprises.	8	n/a		n/a
<b>Total CLAIMED Points (20 Maximum)</b>				n/a

I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, certify that the points claimed, based on the specific goals as specified in the tender, qualifies the tendering entity for the preference(s) shown.

I acknowledge that:

- 1) The information furnished is true and correct.
- 2) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- 3) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct.
- 4) If the specific goals have been claimed or obtained on a fraudulent basis, or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have:
  - (a) disqualify the person from the tendering process.
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct.
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation.
  - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution, if deemed necessary.

**NAME (Block Capitals):** \_\_\_\_\_

**Date**

**SIGNATURE:** \_\_\_\_\_

**T2.2.7 MBD 8: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

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

4.0 In order to give effect to the above, the following questions must be completed and submitted with the bid.

4.1 Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?

(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer / Authority of the institution that imposed the restriction after the audi alteram partem rule was applied.)

The Database of Restricted Suppliers now resides on the National Treasury's website ([www.treasury.gov.za](http://www.treasury.gov.za)) and can be accessed by clicking on its link at the bottom of the home page.

Circle Applicable	
YES	NO

4.1.1 If YES, provide particulars.

.....

.....

4.2 Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?

The Register for Tender Defaulters can be accessed on the National Treasury's website ([www.treasury.gov.za](http://www.treasury.gov.za)) by clicking on its link at the bottom of the home page.

YES	NO
-----	----

4.2.1 If YES, provide particulars.

.....

.....

4.3 Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?

YES	NO
-----	----

4.3.1 If YES, provide particulars.

.....

.....

4.4 Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?

YES	NO
-----	----

4.4.1 If YES, provide particulars.

.....

.....

4.5 Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?

YES	NO
-----	----

4.5.1 If YES, provide particulars.

.....

.....

*I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct.*

*I accept that, in addition to cancellation of a contract, action may be taken against me should this declaration prove to be false.*

**NAME (Block Capitals):**

**Date**

.....

**SIGNATURE:**

.....

## T2.2.8 MBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION

### NOTES

- <sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.
- <sup>2</sup> Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.
- <sup>3</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

-----  
(Bid Number and Description)

in response to the invitation for the bid made by:

-----  
(Name of Municipality / Municipal Entity)

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

I certify, on behalf of:

-----  
(Name of Bidder)

that:

1. I have read and I understand the contents of this Certificate.
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect.
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation.
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience.
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement, or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices.
  - (b) geographical area where product or service will be rendered (market allocation).
  - (c) methods, factors or formulas used to calculate prices.
  - (d) the intention or decision to submit or not to submit, a bid.
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid.
  - (f) bidding with the intention not to win the bid.
  
8. In addition, there have been no consultations, communications, agreements, or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
  
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
  
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

**NAME (Block Capitals):**

**Date**

**SIGNATURE:**

.....

\_\_\_\_\_

.....

## **T2.2.9 JOINT VENTURES AGREEMENTS**

Joint Venture agreement and Power of Attorney Agreements to be attached here (if applicable).

**T2.2.10 RECORD OF ADDENDA TO TENDER DOCUMENTS**

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

ADD.No	DATE	TITLE OR DETAILS
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

*I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct.*

***It is also confirmed that the requirements, as stated on the Addenda, have been complied with.***

**NAME (Block Capitals):** \_\_\_\_\_ **Date** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**T2.2.11 DECLARATION OF MUNICIPAL FEES**

Reference is to be made to Clause F.2.1(f)(ii) of the Tender Data.

I, the undersigned, do hereby declare that the Municipal fees of:

.....  
 (full name of Company / Close Corporation / partnership / sole proprietary/Joint Venture)

(hereinafter referred to as the TENDERER) are, as at the date hereunder, fully paid or an Acknowledgement of Debt has been concluded with the Municipality to pay the said charges in instalments.

The following account details relate to property of the said TENDERER:

<u>Account</u>	<u>Account Number: to be completed by tenderer</u>											
Consolidated Account												
Electricity												
Water												
Rates												
JSB Levies												
Other												

I acknowledge that should the aforesaid Municipal charges fall into arrears, the Municipality may take such remedial action as is required, including termination of any contract, and any payments due to the Contractor by the Municipality shall be first set off against such arrears.

- Where the tenderer’s place of business or business interests are outside the jurisdiction of eThekweni municipality, a copy of the accounts/ agreements from the relevant municipality are to be provided.
- Where the tenderer’s Municipal Accounts are part of their lease agreement, then a copy of the agreement, or an official letter to that effect, is to be provided.

**Tenderers are to include, at the back of their tender submission document, a printout of the above account’s and or agreements signed with the municipality.**

**Failure to include the required document will make the tender submission non-responsive.**

*I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct, **and that the requested documentation has been included in the tender submission.***

**NAME (Block Capitals):** \_\_\_\_\_

**Date**

**SIGNATURE:** \_\_\_\_\_

**T2.2.12 CSD REGISTRATION REPORT**

Reference is to be made to Clauses F.2.1(e) and F.2.23 of the Tender Data.

The Conditions of Tender, Clause F.2.1: Eligibility, requires a tenderer to be registered, at the time of tender closing, on the **National Treasury Central Supplier Database (CSD)** as a service provider.

CSD Registration Reports can be obtained from the National Treasury’s CSD website at <https://secure.csd.gov.za/Account/Login>.

The date of obtaining the printout is to be indicated on the printout.

The following is an example of the beginning of the printout obtained from the above website.

**CENTRAL SUPPLIER DATABASE FOR GOVERNMENT**

Report Date: \_\_\_\_\_

Report Ran By: \_\_\_\_\_

**CSD REGISTRATION REPORT**

**SUPPLIER IDENTIFICATION**

Supplier number	_____	Have Bank Account	_____
Is supplier active?	_____	Total annual turnover	_____
Supplier type	_____	Financial year start date	_____
Supplier sub-type	_____	Registration date	_____
Legal name	_____	Created by	_____
Trading name	_____	Created date	_____
Identification type	_____	Edit by	_____
Government breakdown	_____	Edit date	_____
Business status	_____	Restricted Supplier	_____
Country of origin	_____	Restriction Last Verification Date	_____
South African company/CC registration number	_____		

**Tenderers are to include, at the back of their tender submission document, a printout of their (full) CSD Registration Report.**

*I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct, **and that the requested documentation has been included in the tender submission.***

**NAME (Block Capitals):** \_\_\_\_\_

**Date**

**SIGNATURE:** \_\_\_\_\_

**T2.2.13 EXPERIENCE OF TENDERER**

The experience of the tendering entity or joint venture partners in the case of an unincorporated joint venture or consortium, as opposed to the key staff members / experts, in projects of similar type and scale (> 5000 people) over the last five years will be evaluated. Tenderers must provide details of their knowledge of the local area and previous experience with key local stakeholders.

Tenderers should very briefly describe their experience in this regard and attach it to this schedule. Proof of participation / case studies and contact details of clients of the relevant projects must also be provided

The description should be put in tabular form with the following headings:

<b>Employer, contact person and telephone number, where available</b>	<b>Description of event</b>	<b>Detail of work undertaken, nature of work &amp; value</b>	<b>Date undertaken</b>
---	-----------------------------	--	------------------------

*I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct, **and that the requested documentation has been included in the tender submission.***

**NAME (Block Capitals):** \_\_\_\_\_

**Date**

**SIGNATURE:** \_\_\_\_\_  
-----

**T2.2.16 EXPERIENCE OF KEY PERSONNEL**

The experience of assigned staff member in relation to the scope of work will be evaluated from three different points of view:

- 1) General experience, level of education and training and positions held of each operational area team leader.
- 2) The skills and experience of the assigned staff in the specific operational areas. Linked to the scope of work.
- 3) The key staff members' / experts' knowledge of issues which the tenderer considers pertinent to events e.g. local conditions, legislation, techniques etc.

CVs of the team director, and team leaders of **not more than 2 pages each** should be attached to this schedule: (define which CV's are required). Each CV should be structured under the following headings:

Personal particulars	Qualifications	Skills	Name of current employer and position in enterprise	Outline of recent assignments / experience that has a bearing on the scope of work
----------------------	----------------	--------	---	--

*I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct, **and that the requested documentation has been included in the tender submission.***

**NAME (Block Capitals):** \_\_\_\_\_

**Date**

**SIGNATURE:** \_\_\_\_\_

**PART C1 : AGREEMENTS AND CONTRACT DATA**

**C1.1 : FORM OF OFFER AND ACCEPTANCE**

**C1.1.1 : OFFER**

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works:

Contract No: **1T-31378**

Contract Title: **TECHNICAL SUPPORT AND MAINTENANCE SERVICES OF THE MUNICIPALITY'S INTELLIGENT TRANSPORT SYSTEM (ITS) FOR A 36 MONTH PERIOD**

The Tenderer, identified in the Offer signature block below, has examined the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, and by submitting this Offer has accepted the Conditions of Tender.

By the representative of the Tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all of the obligations and liabilities of the Contractor under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

**\* The offered total of the prices inclusive of Value Added Tax is:**

R..... (In words .....  
.....)

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the Tender Data, whereupon the Tenderer becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

**For the Tenderer:**

**\* Name of Tenderer** (organisation) : .....

**\* Signature** (of person authorized to sign the tender) : .....

**\* Name** (of signatory in capitals) : .....

**Capacity** (of Signatory) : .....

**Address** : .....

: .....

**Witness:**

**Signature** : .....

**Name**(in capitals) : .....

**Date** : .....

**Notes:**

**\* Indicates what information is mandatory.**

**Failure to complete the mandatory information and sign this form will invalidate the tender.**

**C1.1 : FORM OF OFFER AND ACCEPTANCE**

**C1.1.2 : FORM OF ACCEPTANCE**

**This Form will be completed by the Employer**

By signing this part of the Form of Offer and Acceptance, the Employer identified below accepts the Tenderer's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the Conditions of Contract identified in the Contract Data. Acceptance of the Tenderer's Offer shall form an agreement between the Employer and the Tenderer upon the terms and conditions contained in this Agreement and in the Contract that is the subject of this Agreement.

The terms of the contract are contained in:

- Part C1 : Agreement and Contract Data, (which includes this Agreement)
- Part C2 : Pricing Data, including the Bill of Quantities
- Part C3 : Scope of Work
- Part C4 : Site Information

and the schedules, forms, drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C4 above.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules as well as any changes to the terms of the Offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be duly signed by the authorised representatives of both parties.

The Tenderer shall within two weeks after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data at, or just after, the date this Agreement comes into effect. Failure to fulfill any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Tenderer (now Contractor) within five days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding contract between the parties.

**Signature** (*person authorized to sign the acceptance*) : .....

**Name** (*of signatory in capitals*) : .....

**Capacity** (*of Signatory*) : .....

**Name of Employer** (*organisation*) : .....

**Address** : .....

: .....

**Witness:**

**Signature** : ..... **Date** : .....

**Name**(*in capitals*) : : .....

**C1.1 : FORM OF OFFER AND ACCEPTANCE**

**C1.1.3 : SCHEDULE OF DEVIATIONS**

**This form will be completed by THE EMPLOYER and ONLY THE SUCCESSFUL TENDERER**

- 1. **Subject** : .....
- Details** : .....
- .....
- 2. **Subject** : .....
- Details** : .....
- .....
- 3. **Subject** : .....
- Details** : .....
- .....

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

**FOR THE TENDERER**

**FOR THE EMPLOYER**

.....	Signature	.....
.....	Name ( <i>in capitals</i> )	.....
.....	Capacity	.....
.....	Name and Address of	.....
.....	Organisation	.....
.....		.....
.....	Witness Signature	.....
.....	Witness Name	.....
.....	Date	.....

## C1.2 : CONTRACT DATA

### C1.2.1 CONDITIONS OF CONTRACT

#### C1.2.1.1 GENERAL CONDITIONS OF CONTRACT

The Conditions of Contract are the Standard Professional Services Contract (Third edition: July 2009) published by the Construction Industry Development Board. (see [www.cidb.co.za](http://www.cidb.co.za) - copied for ease of reference in C4.2).

The Contract Data (including variations and additions) shall amplify, modify or supersede, as the case may be, the Standard Professional Services Contract, to the extent specified below, and shall take precedence and shall govern.

Each item of data given below is cross-referenced to the clause in the Standard Professional Services Contract to which it mainly applies.

### C1.2.2 CONTRACT DATA

#### C1.2.2.1 DATA TO BE PROVIDED BY THE EMPLOYER

The Employer is the eThekweni Municipality as represented by : Deputy Head : [Road System Management](#)

3.4 & The authorised and designated representative of the Employer is: Andrew Aucamp

4.3.2 The contact details of the authorised and designated representative are:

- Telephone : **031 311 7340**
- Fax : **n/a**
- e-mail : **Andrew.aucamp@durban.gov.za**

The address for the Receipt of communications is: [30 Archie Gumede Place, EThekweni Transport Authority.](#)

1 The Project is : **1T-31378**  
: **TECHNICAL SUPPORT AND MAINTENANCE SERVICES OF THE MUNICIPALITY'S INTELLIGENT TRANSPORT SYSTEM (ITS) FOR A 36 MONTH PERIOD**

1 Period of Performance : 36 Months

1 Start Date : **At the signing of the Letter of Award (LoA)**

3.4.1 Communications by e-mail is permitted.

3.5 The location for the performance of the Project is : **ETA Building, 30 Archie Gumede Place, Durban**

3.6 The Service Provider may not release public or media statements or publish material related to the Services or Project under any circumstances.

3.9.2 The time-based fees used to determine changes to the Contract Price are as stated in the Pricing Data.

3.12 The penalty per Day payable is : **R 0** subject to a maximum amount of **R 0**.

- 3.16 The time-based fees shall be adjusted for inflation.
- 3.16.2 The indices are those contained in **Table A of P0141 Consumer Price Index** for “CPI for services” Published by Statistics South Africa.
- 4.3.1(d) The Service Provider is not required to assist in the obtaining of approvals, licenses and permits from the state, regional and municipal authorities having jurisdiction over the Project.
- 5.4.1 The Service Provider is required to provide Professional indemnity in an amount of : **R 5 million**.
- 5.4.1 The Service Provider is required to provide Professional indemnity in an amount as set out in the Professional Indemnity Schedule.
1. Insurance against : **Public Liability**  
 Cover is : **R5 000 000**  
 Period of cover : **duration of the contract**
- 5.5 The Service Provider is required to obtain the Employer’s prior approval in writing before taking any of the following actions:
- 1) **Purchasing emergency equipment..**
  - 2) **making any significant software updates to the In-station.**
  - 3) Discussions with NDOT, other Municipalities, other Ethekewini Municipality Departments or other Government Departments.
- 7.2 The Service Provider is required to provide personnel in accordance with the provisions of clause 7.2 and to complete the Personnel Schedule.
- 8.1 The Service Provider is to commence the performance of the Services within **1 Day** of date that the Contract becomes effective.
- 8.2.1 The Contract is concluded when : **36 months has expired**
- 8.4.3(c) The period of suspension under clause 8.5 is not to exceed **4 weeks**.
- 9.1 Copyright of documents prepared for the Project shall be vested with the **Employer**.
- 11.1 A Service Provider may subcontract any work which he has the skill and competency to perform.
- 12.1 Interim settlement of disputes is to be by **Mediation**.
- 12.2/3 Final settlement is by **Arbitration**.
- 12.2.1 In the event that the parties fail to agree on a mediator, the mediator is nominated by : **Arbitration Foundation of South Africa**.
- 12.3.3 The adjudicator is the person appointed by:  
**Specify (name of an official within a body / association).**

Tel ..... Fax .....

- 12.4.1 In the event that the parties fail to agree on an arbitrator, the arbitrator is nominated by: **Specify.**
  
- 13.1.3 All parties in a joint venture or consortium shall carry a minimum professional indemnity insurance of **R 500 000.**
  
- 13.4 Neither the Employer nor the Service Provider is liable for any loss or damage resulting from any occurrence unless a claim is formally made within **1 month** from the date of termination or completion of the Contract.
  
- 13.5.1 The maximum amount of compensation payable by either Party to the other in respect of liability under the Contract is limited to **R 500 000.**
  
- 13.5.1 The provisions of 13.5 do not apply to the Contract.
  
- 13.6 The provisions of 13.6 do not apply to the Contract.
  
  
- 15 The interest rate will be prime interest rate of the Employers bank at the time that the amount is due.

### **C1.2.3 ADDITIONAL CONDITIONS OF CONTRACT**

The additional conditions of contract are:

#### **C1.2.3.1 PERFORMANCE MONITORING OF SERVICE PROVIDERS**

For contract awards that are greater than R10m, the Service Provider shall be subjected to "Performance Monitoring" assessments in terms of the applicable Section of the Council's current Supply Chain Management Policy.

#### **C1.2.3.2 RETENTION**

No retention is applicable.

#### **C1.2.3.3 SKILLS TRANSFER**

It is a condition of contract that the Professional Service Provider / Civil Engineering Consultant must provide 3 full days per annum of formal skills transfer to IMU and ETA staff. This will include the necessary documentation to facilitate the skills transfer.

#### **C1.2.3.4 OFFICE STAFF REQUIREMENTS**

Due to the nature of the work required and the response times for clearing system faults, the service provider is required to have a presence in the eThekweni Transport Authority. To this end, office space will be made available (at no cost) for relevant staff at 30 Archie Gumede Place, Ground Floor, Urban Traffic Control.



**PART C2 : PRICING DATA**  
**C2.1 : PRICING INSTRUCTIONS**

C 2.1.1 The Service Provider is required to provide all the services necessary to undertake the project requirements in accordance with the Scope of Work. This includes all things necessary and incidental to providing the Services, including appointment and payment of subcontractors.

C 2.1.2 The sole basis for the remuneration of the Service Provider to be appointed to proceed with the project shall be:

C 2.1.2.1 Monthly invoices with timesheets.

C.2.1.3 The Service Provider should note that although budget provision has been made for the following activities and/or quantities, they are considered “as and when required”, and are therefore not guaranteed:

- Ad hoc maintenance of applications
- Supply and repair of ITS Equipment
- International Systems support
- Road Safety Branch – Traffic Databases maintenance
- Go! Durban software maintenance

## C2.2 : PRICING SCHEDULE

Option 1: Activity based schedule

ITEM	DESCRIPTION	UNIT	Qty	Rate (excl VAT)	Amount
1	Regular maintenance of Intelligent Transport System	Hours	3456 HRS		
2	Ad hoc maintenance of applications		_____	_____	
	• Software programmer	Hours	390 HRS		
	• System Integrator	Hours	1050 HRS		
3	Supply and repair of ITS Equipment	Provisional Sum	_____	-	R 240 000.00
4	International Systems support	Provisional Sum	_____	-	R 500 000.00
5	Road Safety Branch – Traffic Databases maintenance	Hours	800 HRS		
6	Complex ITS / Go! Durban Projects: integration and management	Hours	4500 HRS		
7	Go! Durban software maintenance	Hours	900		
8	Formal Skills Transfer	Hours	72 HRS		
TOTAL EXCLUDING VAT					
VAT					
TOTAL INCLUDING VAT (this value to be transferred to the Form of Offer)					

NAME : .....

(Block Capitals)

SIGNATURE : .....  
(of person authorised to sign on behalf of the Tenderer)

DATE: .....

## **PART C3 : SCOPE OF WORK**

### **C3.1 BACKGROUND**

One of the eThekweni Transport Authority's functions is to run Transport systems that are strategic to the operation of the city. These include real-time Urban Traffic Control and Intelligent Transport system. Transport systems are inherently complex and continuous software development is required to maintain, update and enhance these systems. Transport systems integration requires an understanding of the complex algorithms that enable Intelligent Transport Systems to communicate with the outside world and other control systems, ultimately providing a one stop shop for control, data collection, management and dissemination of information.

The ITS system is the system that collectively integrates all transportation elements such as, automatic collection and dissemination of traffic information and area traffic control, with other intelligent transport services such as the Freeway Management System. Large amount of traffic control data required by management to present to the public can be extrapolated from these systems.

### **C3.2 EMPLOYER'S OBJECTIVES**

#### **C3.2.1 SERVICES REQUIRES**

##### **1. Regular Maintenance of Intelligent Transport System**

Supplement A defines maintenance work that will be required of the contractor to keep the real time equipment and software functioning.

##### **2. Ad Hoc Maintenance of Intelligent Transport System**

When Council departments change their policies, these policies must be edited or updated in current applications in order for them to function. With the changing climate of the Municipality and increasing demands on the ETA, there is always a need for need for new applications and reports.

##### **3. Supply of ITS Equipment**

The contractor shall be expected to cover incidental costs required in the maintenance and repair of 3rd party equipment in order to minimise downtime. All such costs will include a flat rate of 10% mark-up on the retail price (to cover finance charges), and shall be quantified and approved, in writing, by the ETA before being incurred. The contractor shall invoice these costs, together with the approval, with the monthly maintenance invoice.

##### **4. International System Support**

A provisional sum is allocated to this task. A number of the ETA systems were sourced from international suppliers based overseas, and some interaction with them may be required for specialist work such as commissioning or complex problem solving.

## 5. Road Safety Branch – Traffic Database

The Road Safety Branch of the eThekweni Transport Authority makes use of three databases, which are the Impact Accident Suite, Traffic Volumes and Traffic Signals. Each of these databases has its associated data captures and output programmes. There are various aspects of both databases that require maintenance and enhancements on an ongoing basis.

## 6. Complex ITS / Go! Dbn Projects: Management and Integration

The ETA is currently implementing multi-disciplinary ITS projects including Public Transport, Freight Management and other road based systems. It is critical that these projects are integrated with other council department systems as well as the ETA systems. Projects will include ITS systems for the Go!Durban Public Transport network.

## 7. Go! Durban software maintenance

When Council departments change their policies, these applications must be updated in order for them to function.

## 8. Formal Skills Transfer

Three full days per annum of formal skills transfer is required to IMU and ETA staff. This must include all necessary documentation.

### C.3.2.1 Budget

The Ethekeeni Transport Authority is seeking cost competitive proposals, including VAT and disbursements.

### C.3.2.2 Consulting team requirements

Due to the specialized nature of the expertise involved in providing the required project management service and the potential strategic risk in the event this work interfering with real-time operation of the ATC database systems, or in the event of a system crash, consultants must meet all of the minimum criteria as specified in F.3.11.

### C.3.2.3 Disbursements

Disbursements for travel within the eThekweni Municipal boundary need to be accounted for, specified and costed into each tasks for the following:

- Document production
- Travel expenses
- Data collection
- Other disbursements required to successfully complete the project

Disbursements for national travel related to the Go!Durban project are separate may be claimed provided approval is obtained before travel and supporting documentation is provided with the claim.

### C 3.2.4 Special Conditions and Minimum Criteria

The tenderer is referred to the Clause F.3.11 (Evaluation of tender offers) for the set of minimum criteria for

compliance for this tender.

Non-compliance with any of these criteria will make the tender non-responsive.

SUPPLEMENT A

REGULAR MAINTENANCE OF INTELLIGENT TRANSPORT SYSTEMS

1 INTRODUCTION

This Agreement concerns the provision of software, hardware and general support for the ETA's Intelligent Transportation Systems (ITS), which are summarised below:

The ETA's Area Traffic Control System (ATC) comprises a Windows server based Siemens PC ATC system running SCOOT adaptive control software, and a Windows server based JSent system. The systems are connected to Siemens ST950 and Syntell M4 and MX traffic signal controllers.

The systems control and monitor 600+ intersections over fiber, wireless and GSM (APN) communication channels. Front End Processors (FEPs) are used to interface the signal controller proprietary protocols to UTMC.

The ETA is targeting all signal controllers in the Metro area to be monitored by these systems, which will require the CONTRACTOR to provide expertise and hands-on involvement for continuing the transfer of controllers to the systems, including:

- i. Managing the process of installing controllers on fibre and GPRS
- ii. Moving the Syntell M4 controllers onto the UTMC front end processor
- iii. Loading the M4 & MX controller data onto the Siemens in-station and testing end-to-end operation.

The ETA has implemented various Intelligent Transport System projects, including a Queue Warning System and a Freeway Management System (FMS) comprising VMS, VDS and Incident Detection and Management which the CONTRACTOR will be expected to support.

The ETA GO!Durban Integrated Rapid Public Transport Network (IRPTN) systems include Fare Management, APTMS, CCTV, Door Control, Signal Priority as well as on-vehicle equipment.

Specifically, the ATC system is of strategic importance to the City, providing traffic signal control and synchronisation of the CBD, IRPTN routes and outlying areas as well as fault management. As such, the CONTRACTOR must have expertise in both vehicle traffic control and IT software development in the traffic environment.

This Agreement details the support services which shall be provided by the CONTRACTOR, the procedures for implementing them, the ETA's obligations, and relevant special conditions.

2 DEFINITIONS

Intelligent Transportation System	Integrated Urban Traffic Control Management System comprising control of traffic signals (ATC & SCOOT), Traffic Management Database, Closed Circuit TV (CCTV) and other intelligent transport services such as Ramp Metering, Freeway Management (incident detection, variable message signs) and communication systems
-----------------------------------	---

Traffic Signal cables and databases	ETA's traffic management database including traffic faults, volumes, signal timings, inventory and accidents
ATC system	Siemens PC SCOOT system running the SCOOT traffic adaptive algorithm
APTMS	Advanced Public Transport Management System comprising vehicle location and software to schedule and manage the buses in the network and provide information to passengers.
FMS	Delcan Freeway Management System monitoring and controlling Variable Message Signs and Vehicle Detection Equipment
UTMC FEP	A communications Front End Processor that interfaces proprietary controller protocols to the open UTMC standard.
JSent	JAVA-based system controlling and monitoring traffic signals and includes link offset diagrams, time distance diagrams, VMS, incident detection and ramp metering.
Paladin	GIS enabled Web User Interface for JSent
Communications processors	These provide the connection between the different types of signal controllers, the ATC computer and JSent
APN	Application Point Name - this is the private data network used by eThekweni for monitoring and controlling systems using MTN and Vodacom's cellular networks.
Traffic Control Centre	located at 30 Archie Gumede Place, Durban

### 3 SCOPE OF SUPPORT

The purpose of this agreement is for the CONTRACTOR to assist the ETA in operating an efficient ATC Management system. In the event of operational difficulties or system failure the ETA will call on the CONTRACTOR to diagnose the cause of the problem and to apply all available resources to get the system operational again in the shortest time.

This Agreement covers the 'first line' levels of support to be provided by the CONTRACTOR for the ITS equipment in the traffic control centre and on the street.

The general support is intended to cover specialised tasks associated with the running of the ATC equipment and software to ensure its efficient operation.

The Control systems covered by this agreement are:

- Area Traffic Control
- JSent & Paladin
- Freeway Management System

The Database systems covered by this agreement are:

1. Traffic databases
  - a. Traffic Signal Cables / Traffic Signals / Natpack

- b. Intersection and Screenline Counts
  - c. CCTV
  - d. Volume Count receipts
2. Accident Suite
    - a. Administration functions
    - b. Tracking and Duplicate Checks
    - c. Data Entry
    - d. Front desk functions
    - e. Supervisor reports
    - f. Location Management
    - g. Analysis Reports
    - h. Schools system
    - i. GIS management
    - j. Web Reporting applications
  3. Service Request Tracker
  4. Correspondence Tracker
  5. Building Plans
  6. Report Tracker
  7. SIM cards monitoring
  8. Traffic Enquiry Tracker
  9. Framework Control
  10. Storm Water complaints
  11. BarOne (Roads Management)
  12. Bill of Quantities (BOQ)
  13. Roads Rehabilitation
  14. ETA Projects
  15. Muvo Concessions
  16. Mojo Cruise (check status with MP)
  17. Work Package Tracker
  18. Volume Count Reports

### 3.1 First Line Software Support: Control Systems

3.1.1 The following are covered under first line support:

- JSent, Paladin and UTMC Front End Processors
- Siemens PC SCOOT Traffic Control System
- Delcan Freeway Management System

3.1.2 In terms of this agreement the CONTRACTOR shall be required, in the event of a system fault, to identify the cause of fault and to make every effort to get the systems operating again.

3.1.3 If the CONTRACTOR identifies a fault that the original suppliers of the equipment are required to fix he shall assist wherever necessary in transferring information about the fault to the original supplier in order to get a quotation for the repair. The provisional sums listed in the BOQ shall then be used to cover the repair cost.

3.1.4 The CONTRACTOR shall then manage the work and ensure that it is completed on

time.

### 3.2 First Line Software Support: Database Systems

3.2.1 This shall include the investigation, and diagnosis of the cause, of any reported operational problem encountered by the ETA's staff using the Database and the rectification of such fault within a reasonable timescale, including provision of telephonic advice when not on site.

3.2.2 Where any problem is caused by a latent software defect by reason of which it no longer meets its relevant acceptance requirement, the CONTRACTOR shall either:

- correct such defect or modify the software to obviate the effect of the defect and update relevant documentation.
- supply information enabling ETA to either correct the defect or modify the software to obviate or mitigate the effect or defect.

3.2.3 This Agreement only covers Database software modifications to be implemented by the CONTRACTOR. If the CONTRACTOR identifies a hardware or operating system fault as being the cause of, or contributing to the problem, he shall assist wherever necessary in transferring information about the fault to the ETA computer staff concerned.

### 3.3 First Line Hardware Support

3.3.1 The repair of faulty ATC computer hardware modules and FMS computers is not covered by this agreement. (IBM server and HP Proliant)

3.3.2 The repair of the ATC FEPs is covered.

3.3.3 The repair of the FMS ancillary equipment is covered.

3.3.4 The CONTRACTOR is not required to carry spares and will use the spares holding of the ETA to effect repairs. Alternatively the hardware cost of the repair shall be covered by the item in the BOQ marked "Supply and Repair of ITS Equipment".

3.3.5 In terms of this agreement the CONTRACTOR can be called upon by the ETA to:

- (a) Conduct a minimum of 4 hours of preventative maintenance per month.
- (b) Assist in identifying a hardware fault on the ATC system and replacing the faulty module/s from the ETA's spares and organising to get the faulty module repaired.
- (c) Call out the incumbent computer hardware maintenance CONTRACTOR, if required, and assist in getting the installation computer hardware functional.
- (d) Swap boards or machines with existing spares, in the case of a fault on the communication processors. The CONTRACTOR shall be responsible for arranging the timely repair of the faulty equipment.

- (e) Support other 3rd party equipment for Intelligent Transportation Systems including VMS, VDS and incident detection.

### 3.4 General System Support

It is a further requirement that the CONTRACTOR has a competent staff member available at times and dates to be scheduled in agreement with the ETA in order to perform the following tasks, as needed:

#### 3.4.1 ATC & FMS System Support

- (a) Inspection and identification of problem areas from system event logs.
- (b) Assistance in diagnosing the causes of operational difficulties, e.g. unacceptable system response times and ATC commands not functioning correctly.
- (c) System management functions (performance monitoring, disk purging, computer fault log checking, account management).
- (d) Assistance in the recovery of corrupt or misplaced data files on the system.
- (e) To perform stand-alone backups. Note that these can only be carried out between the hours 18:30-06:00 Mon-Fri and 13:30 Sat - 06:00 Mon.
- (f) Assistance in identifying possible latent defects in the ATC & FMS software.
- (g) Answer operational queries on the ATC & FMS systems from ETA staff.
- (h) The development of System Operating Procedures (SOPs) strategies relating to the system operations.
- (i) Updating documentation as system parameters change (port allocations etc).
- (j) Retrieval of Historical Logs.
- (k) To perform general hardware maintenance work .
- (l) To perform hardware maintenance work on the various ITS project equipment installed on the street, not covered by other maintenance agreements (including incident detection).
- (m) Liaison and coordination of equipment sent to subcontractors for repair (circuit boards, screens etc).
- (n) Attend monthly maintenance meeting and produce formal minutes
- (o) Provide training in the operation of the system and its components
- (p) Installation testing of traffic signal controllers and configuration support.
- (q) Manage spares inventory
- (r) Ad hoc software modifications as determined by ETA.
- (s) Provision of 1 operations staff on a shift basis for monitoring of the CCTV, FMS and Traffic systems.

#### 3.4.2 ITS Software Support

- (a) Assistance in the recovery of corrupt or misplaced data files on the system.
- (b) Answer operational queries on the Database from ETA staff.
- (c) Updating documentation as system parameters change.
- (d) Retrieval of historical data.
- (e) Provide training in the data retrieval and analysis procedures.
- (f) Attend quarterly liaison meeting with the objective of:
  - reviewing the software fault log and advise ETA of actions required to rectify current problems
  - identifying additional features and advise on feasibility of their future incorporation into the Database software
  - providing formal minutes
- (g) Ad hoc software modifications as determined by ETA.

### 3.5 Modifications and Improvements

During the course of this agreement the CONTRACTOR shall review the software and hardware and document proposals for modifications and improvements with a view to enhancing performance, reliability and maintainability of the system. Such proposals shall include full details of work and hardware, costs involved and motivation in terms of potential advantages.

## 4 SUPPORT PROCEDURES

In the event of a problem the ETA shall notify the CONTRACTOR via cell phone once the ETA's staff have attempted to clear the problem / restart the ATC system.

### 4.1 Definition of System Fault Categories.

ATC system and FMS faults are categorised as either:

Category A Faults (High Priority) - Control System has stopped and cannot be restarted.

Category B Faults (Low Priority) - Control System has stopped but can be restarted (and operates successfully thereafter).

### 4.2 Working Hours

For the purpose of this agreement normal working hours shall be Monday to Friday 07:00-17:00 (excluding public holidays). The requirement for certain after hours work (eg callouts and backups) shall also be covered by this agreement. Any variations from these hours shall be established by mutual agreement.

### 4.3 Response Times.

The intent of defining a response time is to ensure that the equipment is functioning correctly, as far as possible, during busy traffic periods (peak and working hours).

It is defined as the time from the CONTRACTOR being informed of a fault to the time of a competent person arriving at the ETA's premises to attend to it.

A fault log book will be kept in the Control Room and shall be updated after every fault repair by the CONTRACTOR so that the ETA can monitor the response times.

Failure to attain the required response times may be considered a breach of Contract and give the ETA cause to terminate the maintenance agreement (in terms of Clause 13.3)

4.3.1 A response shall be made by the CONTRACTOR according to the category of the fault as defined above. The response times shall be as follows:

Category A Faults	Monday-Friday 07:00-17:00	within 4 hours of call out
	All other times	not later than 06:00 the next working day (incl public holidays)
Category B Faults	All times	within 2 working days of call out

#### 4.4 Repair Times.

Although repair times are not defined in this Agreement it is understood that, having responded to a callout, the CONTRACTOR will endeavour to clear the fault quickly by continuously applying whatever resources are available.

It is an express requirement that the authorised representative of the ETA be kept informed of progress at all times.

#### 4.5 Callout Service: Computer Room Alarm Monitoring

4.5.1 The CONTRACTOR shall schedule and maintain a procedure for fault callouts pertaining to the ATC System and Computer Room temperature.

4.5.2 The CONTRACTOR shall arrange to test the system in conjunction with the ETA staff every 3 months.

### 5 CONTRACTOR STAFFING

5.1 The CONTRACTOR's staff, being used to service this Maintenance Contract, shall be fully conversant with the following:

- Intelligent Transportation Systems
- Freeway Management Systems
- EMV Compliant / NDoT certified Integrated Fare Management Systems
- Vehicle Traffic Control
- Vehicle Traffic Controllers
- Area Traffic Control Systems
- Computer hardware structure and maintenance
- ASP.NET 2022
- MS SQL Server 2008 and later versions
- MS SQL Server and SQL Reporting Services
- AutoCAD
- MS Visual Studio (2022), VB, C++ and C#
- Java and Jython
- JBOSS application server
- Javascript and TypeScript Programming language
- OracleXE Database
- REST, JSON web services
- MQTT protocol, Vertx application framework
- Microsoft Office Automation methodology
- Electronic design and maintenance
- MS Access 2019 and 365 64 bit and VBA
- HTML Web development
- SharpMap
- FIDIC / GCC Contract management
- Prince2 Project Management
- MapWinGIS

Tenderers shall ensure that details of their staff experience, for the above requirements, is included in their reply to the tender.

### **C3.3 ANNEXURES**

- 1. STANDARD CONDITIONS OF TENDER**
- 2. CIDB STANDARD PROFESSIONAL SERVICES OF CONTRACT**

**Annex F**  
(normative)

**Standard Conditions of Tender**

**F.1 General**

**F.1.1 Actions**

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

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

*Note:*

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

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

**F.1.2 Tender Documents**

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

**F.1.3 Interpretation**

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

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

**F.1.3.3** For the purposes of these conditions of tender, the following definitions apply:

- a) **conflict of interest** means any situation in which:
- i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;
  - ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or

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# STANDARD PROFESSIONAL SERVICES CONTRACT

(July 2009)  
(Third Edition of CIDB document 1014)

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Standard Professional Services Contract