



Electronically downloaded documentation is obtainable from the National Treasury's eTenders website or the eThekweni Municipality's Vendor Portal.

Reference is to be made to
Clause F.1.2 and F.3.2
of the Conditions of Tender.

eThekweni Transport Authority

Urban Traffic Control

PROCUREMENT DOCUMENT

PROFESSIONAL SERVICES

CONTRACT No: 1T-48691

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

Issued by: eThekweni Transport Authority

Date of Issue: April 2022

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NAME OF TENDERER :

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PART T1 : TENDERING PROCEDURES
T1.1 : TENDER NOTICE AND INVITATION TO TENDER

Tenders are hereby invited for the works to provide support and maintenance services for eThekwin's Intelligent Transportation systems.

The Employer is the eThekwin
Municipality as represented by:

Snr Manager : Urban Traffic Control

Tenders must be submitted on official tender documentation issued (in electronic format) by the eThekwin Municipality.

- Electronically downloaded documentation is obtainable from the National Treasury's eTenders website or the eThekwin Municipality's Website. The entire document should be printed and suitably bound by the tenderer.

A non-refundable tender charge is payable by bank guaranteed
cheque made out in favour of the Employer, or cash, and is
required on collection of the tender documents:

R Nil

(F.2.7) There will be a non-compulsory **clarification meeting**
and site inspection with representative(s) of the Employer:

Virtual
8 April 2022
10:00

(F.1.4) Queries relating to these documents, up to 3 days prior
to the close of tenders, may be addressed to the Employer's
agent whose contact details are:

Andrew Aucamp
031 311 7340 (t)
-
Andrew.Aucamp@durban.gov.za

(F.2.13) Tender offers shall be delivered to:

Municipal Building,
166 K.E. Masinga Road (formerly Old Fort
Road)
DURBAN
and placed in the tender box located in
the ground floor foyer

(F.2.15) Tender offers shall be delivered:

on or before Friday, 6 May 2022
at or before 11:00

Requirements for sealing, addressing, delivery, opening and assessment of tenders are 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 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.1.1 The employer : The Employer for this Contract is the eThekweni Municipality as represented by: [eThekweni Transport Authority](#)

F.1.2 Tender documents: The Tender Documents issued by the Employer comprise the documents as per the **INDEX** of this Tender Document.

Tenders must be submitted on official tender documentation issued (either in hard copy or in electronic format) by the eThekweni Municipality.

- Electronically downloaded documentation is obtainable from the National Treasury's eTenders website or the eThekweni Municipality's Vendor Portal. The entire document should be printed and suitably bound by the tenderer.
- Hard copy versions can be obtained from the Employer at the physical address stated in the Tender Notice and Invitation to Tender, upon payment of the non-refundable fee.

In addition, Tenderers are advised in their own interest, to obtain their own copies of the following acts, and regulations or standard documents, referred to in this document:

- The Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the Construction Regulations 2014.
- The Preferential Procurement Policy Framework Act No 5 of 2000, and the Preferential Procurement Policy Framework Act Regulations (January 2017).
- The Construction Industry Development Board Act No 38 of 2000 and the Regulations (2013)
- CIDB Standard for Uniformity in Construction Procurement (July 2015).
- The Employer's current Supply Chain Management Policy.

F.1.4 The employer's agent : The Employer's agent is :

Name : [Andrew Aucamp](#)
Tel : [031 311 7340 \(t\)](#)
Fax : -
Email : Andrew.Aucamp@durban.gov.za

F.2.1 Eligibility : A Tenderer will not be eligible to submit a tender if:

- (a) the Tenderer submitting the tender is under restrictions or has principals 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 stated in the Employer's current SCM Policy;
- (d) The Tenderer cannot demonstrate that it possesses the necessary expertise and competence, financial resources, equipment and other physical facilities, managerial capability, personnel, experience and reputation to perform the contract;
- (e) 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.
- (f) In the event of a compulsory clarification meeting:
 - The Tenderer fails to attend the compulsory clarification meeting;
 - The Tenderer fails to have "Form T2.2.1.1: Certificate of Attendance at Clarification Meeting and Site Inspection" in Part T2.2 - Returnable Schedules and Forms signed by the HEAD : eThekweni Transport Authority , or his representative.
- (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) If the tenderer is required by law to prepare annual financial statements for auditing, the tenderer must submit their audited annual financial statements:
 - i) for the past three years; or
 - ii) since their establishment if established during the past three years;
- (i) It is not an:
 - an EME or,
 - a QSE or,
 - a tenderer having a stipulated minimum B-BBEE status level 4 contributor;

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

"Documents may be obtained, free of charge, in electronic format, from the National Treasury's eTenders website or the eThekweni Municipality's Website. The entire electronically downloaded document should be printed and suitably bound by the tenderer.

F.2.7 Clarification meeting : The arrangements for a non-compulsory clarification meeting are :

Place : Virtual
Date : 8 April 2022
Time : 10:00

Tenderers must send an email to Andrew.Aucamp@durban.gov.za before 12:00 on 6 April 2022 in order to receive a link to participate in the virtual meeting.

F.2.8 Bidders are to submit all email queries no later than 21 April 2022 and a consolidated response will be uploaded on the website by 28 April 2022.

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

F.2.13 Submitting a tender offer : The following applies to this tender

- **F.2.13.3:** Parts of each tender offer communicated on paper shall be submitted as an original, plus one copy. Bidders are also required to submit a SOFT COPY of their complete tender submission saved onto a memory stick
- **F.2.13.5:** Identification details to be shown on each tender offer package, are: Contract No., Contract Title, Tenderers Name, Contact Address;
- **F.2.13.9 :** Telephonic, telegraphic, telex, facsimile, posted or e-mailed tender offers will not be accepted.

F.2.15 Closing time : The closing time and the address for delivery of tender offers is :

Closing Date : on or before Friday, 6 May 2022

Closing Time : at or before 11:00

Delivery Address : Municipal Building,
166 K.E. Masinga Road (formerly Old Fort Road)
DURBAN

F.2.16 Tender offer validity : The Tender Offer validity period is 84 Days from the closing time for submission of tenders.

F.2.23 Certificates : Refer to **Part T2.1.2** for a listing of certificates that must be provided with the tender.

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 Boardroom, 6th Floor, Municipal Building, 166 KE Masinga Road**

F.3.11 Evaluation of Tender Offers : The procedure for evaluation of responsive Tender Offers will be in accordance with the eThekweni Municipality's current SCM Policy, the Preferential Procurement Policy Framework Act No 5 of 2000, and the Preferential Procurement Policy Framework Act.

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, who has proven local knowledge, 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. Prince2 Practitioner preferred.
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. A thorough working knowledge and extensive experience with the following hardware, software and operating systems, is essential:
 - a. JSent (at least 2 years experience of maintaining a JSENT system is required)
 - b. Intelligent Transportation Standards (ITS), including NTCIP, and devices
 - c. UK Traffic Control Standards, including UTMIC, and devices
 - d. Siemens PC SCOOT traffic system (at least 2 years' experience 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 10)
 - 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, MapObjects & MapWinGIS – at least 2 years' experience using these tools 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.

Accommodation

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.

- The procedure for the evaluation of responsive tenders is **Method 1**;
- The **80/20** preference points system will be used where the financial value (incl. VAT) of one or more responsive tender offers have a value that equals or is less than R 50,000,000. The Formula used to calculate the **Price Points** will be that in F.3.11.3.4(a) and the **Preference Points** will be allocated according to the PPPFA.
- The **90/10** preference points system will be used where the financial value (incl. VAT) of all

responsive tenders received have a value in excess of R 50,000,000. The Formula used to calculate the **Price Points** will be that in Cl. F.3.11.3.5(a) and the **Preference Points** will be

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:

- (a) 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;
- (b) 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;
- (c) 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;
- (d) 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;
- (e) 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.3.18 Copies of contract : The number of paper copies of the signed contract to be provided by the Employer is ONE. Plus a SOFT COPY of the completed tender submission saved onto a memory stick

The additional conditions of tender are:

F.2.2.2 (Cost of tendering)

Replace this clause with the following:

"The cost of the tender documents charged by the employer shall be as per the Employer's current SCM Policy / Conditions of Targeted Procurement."

F.2.6 Acknowledge addenda

Add the following paragraphs to the clause:

"Acknowledgement of receipt will be by the return of the relevant completed and signed portion of the addenda, to the address / fax number / 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.2.24 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

P O Box 1394

DURBAN

4000

F2.25 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.

F.2.26 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.

PART T2 : RETURNABLE DOCUMENTS

T2.1 : LIST OF RETURNABLE SCHEDULES, FORMS, AND CERTIFICATES

T2.1.1 General

The Tender Document must be submitted as a whole. All forms must be properly completed as required, and the document shall not be taken apart or altered in any way whatsoever.

The Tenderer is required to complete each and every Schedule and Form listed below to the best of his 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 not responsive. The same applies to the Targeted Procurement Schedules.

T2.1.2 Returnable Schedules, Forms and Certificates

Company Specific

Certificate of Attendance at Clarification Meeting	11
Certificate of Authority	12
Declaration of Municipal Fees	15
Compulsory Enterprise Questionnaire	16
 MBD2 : Tax Clearance Certificate Requirements	 18
MBD4 : Declaration of Interest	19
MBD5 : Declaration For Procurement Above R10 Million	21
MBD6.1 : Preference Points Claim Form ITO the Preferential Regulations	22
MBD8 : Declaration of Bidder's Past SCM Practices	23
MBD9 : Certificate of Independent Bid Determination	25

Technical and Evaluation

Details of experience of tenderer	27
Details of experience of key staff	28

Contractual

Joint Venture Agreements (if applicable)	29
Record of Addenda to Tender Documents	30
Amendments, Qualifications and Alternatives	31
 Form of Offer	 33
Bill of Quantities / Priced Schedule of Activities	

T2.1.3 Preferential Procurement Schedules and Affidavits

In the event of the Tenderer not being registered with the eThekweni Municipality, the tenderer must register on the internet at www.durban.gov.za by following these links:

- eThekweni Municipality
 - City Government
 - Administration
 - Administrative Clusters
 - Finance
 - Supply Chain Management
 - Accredited Supplier and Contractor's Database.

NOTES

- (a) The information for registration as in the possession of the eThekweni 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.

T2.2 : RETURNABLE SCHEDULES, FORMS, AND CERTIFICATES

The returnable schedules, forms, and certificates as listed in T2.1.2 can be found on the pages [11](#) to [31](#)

CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING / SITE INSPECTION

This is to certify that:

(tenderer name)

of (address)

.....

was represented by the person(s) named below at the non-compulsory **clarification meeting** held for all tenderers at:

(location) **Virtual**

on (date) **8 April 2022**

starting at (time) **10:00**

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 representative, namely :

Name :

Signature :

Capacity :

Date :

Time :

CERTIFICATE OF AUTHORITY

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

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

Tenderers are to attach Company / Close Corporation / Partnership / Joint Venture / Sole Proprietor registration certificates.

In the case of a Joint Venture, the Joint Venture Agreement and power of attorney are to be attached.

In the case of one-man concerns, ID certificates are to be attached.

(I) CERTIFICATE FOR COMPANY

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

Chairman :

Date :

As Witnesses : 1. 2.

(II) CERTIFICATE FOR CLOSE CORPORATION

We, the undersigned, being the key members in the business trading as

..... hereby authorise Mr/Ms,

acting in the capacity of, to sign all documents in connection

with the tender for Contract No. and any contract resulting from it on our behalf.

<u>NAME</u>	<u>ADDRESS</u>	<u>SIGNATURE</u>	<u>DATE</u>

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

(III) CERTIFICATE FOR PARTNERSHIP

We, the undersigned, being the key partners in the business trading as

..... hereby authorise Mr/Ms,

acting in the capacity of, to sign all documents in connection

with the tender for Contract No. and any contract resulting from it on our behalf.

<u>NAME</u>	<u>ADDRESS</u>	<u>SIGNATURE</u>	<u>DATE</u>

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

(IV) CERTIFICATE FOR JOINT VENTURE

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorize

Mr/Ms, authorized signatory of the company,

..... acting in the capacity of lead partner, to sign all documents in

connection with the tender offer for Contract No. and any contract resulting from it on our behalf.

This authorization is evidenced by the attached power of attorney signed by legally authorized signatories of all the partners to the Joint Venture.

<u>NAME</u>	<u>ADDRESS</u>	<u>SIGNATURE</u>	<u>DATE</u>

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

(V) CERTIFICATE FOR SOLE PROPRIETOR

I,, hereby confirm that I am the sole owner of

the business trading as

Signature of Sole owner :

Date :

As Witnesses : 1.

2.

DECLARATION OF MUNICIPAL FEES

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:

Account

Account Number: to be completed by tenderer.

Consolidated Account No.

--	--	--	--	--	--	--	--	--	--	--	--	--

Electricity

--	--	--	--	--	--	--	--	--	--	--	--	--

Water

--	--	--	--	--	--	--	--	--	--	--	--	--

Rates

--	--	--	--	--	--	--	--	--	--	--	--	--

JSB Levies

--	--	--	--	--	--	--	--	--	--	--	--	--

Other

--	--	--	--	--	--	--	--	--	--	--	--	--

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. ATTACHED, to the back inside cover of this document, please find copies of the above account's and or agreements signed with the municipality.

- 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 must be attached (to the back inside cover of this document).
- Where the tenderer's Municipal Accounts are part of their lease agreement, then a copy of the agreement, or official letter to that effect is to be attached (to the back inside cover of this document).

NAME :

(Block Capitals)

SIGNATURE :

(of person authorised to sign on behalf of the Tenderer)

DATE:

COMPULSORY ENTERPRISE QUESTIONNAIRE

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

- 1) **Name of enterprise:**
- 2) **VAT registration number, if any:**
- 3) **CIDB registration number, if any:**
- 4) **Particulars of sole proprietors and partners in partnerships**

Full Name	Identity number*	Personal income tax number *

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

5) **Particulars of companies and close corporations**

Company registration number, if applicable:

Close corporation number, if applicable:

Tax Reference number, if any:

6) **Record in the service of the state**

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

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

Insert separate page if necessary

7) **Record of spouses, children and parents in the service of the state**

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

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

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

Insert separate page if necessary

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

- i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my/our tax matters are in order;
- ii) confirms that neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercise, 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 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 bidders 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.

Signed Date

Name Position

Enterprise Name

MBD 2 : TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

- 1) In order to meet this requirement bidders are required to complete the TCC 001 : "Application for a Tax Clearance Certificate" form and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 2) SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
- 3) The original Tax Clearance Certificate must be submitted together with the bid (attached to the inside back cover of this procurement document). Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
- 4) In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
- 5) Copies of the TCC 001 : "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za .
- 6) Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za .
- 7) Notwithstanding Clauses 1) to 6) above; since 18 April 2016, SARS has introduced a new Tax Compliance Status System (TCS). As part of this enhanced system, tenderers can now submit a Tax Compliance Status PIN instead of an original Tax Clearance Certificate (TCC). This TCS PIN can be used by third parties to certify the taxpayer's real-time compliance status.
For further particulars please contact your nearest SARS branch, or call the SARS Contact Centre on 0800 00 7277, or log onto SARS eFiling.

Attach a valid Tax Clearance Certificate OR Tax Compliance Status PIN, issued by the TCS System of the South African Revenue Service, to the inside back cover of this procurement document

MBD 4 : DECLARATION OF INTEREST

1. No bid will be accepted from persons "in the service of the state¹".
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority 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 Full Name of bidder or his or her representative
 - 3.2 ID Number of bidder or his or her representative
 - 3.3 Position occupied in the enterprise (dir, trustee, shareholder²)
 - 3.4 Company registration number
 - 3.5 Tax Reference number
 - 3.6 VAT registration number
 - 3.7 The names of all directors / trustees / shareholders / members / sole proprietors / partners in partnerships, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
 - 3.8 Are you presently in the service of the state? YES / NO
 - 3.8.1 If yes, furnish particulars
 - 3.9 Have you been in the service of the state for the past twelve months? YES / NO
 - 3.9.1 If yes, furnish particulars
 - 3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? YES / NO
 - 3.10.1 If yes, furnish particulars

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

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

² "Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

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

3.11.1 If yes, furnish particulars

3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? YES / NO

3.12.1 If yes, furnish particulars

3.13 Are any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? YES / NO

3.13.1 If yes, furnish particulars

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

3.14.1 If yes, furnish particulars

4. Full details of directors / trustees / members / shareholders.

Full Name	Identity number	State Employee Number	Personal income tax number *

Signed Date

Name Position

Enterprise Name

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.

Tenderers are to
circle applicable

- | | | | |
|-----|---|-----|----|
| 1.0 | Are you by law required to prepare annual financial statements for auditing? | YES | NO |
| 1.1 | If YES, you will be required to submit audited annual financial statements (on request during the tender evaluation period) for the past three years or since the date of establishment if established during the past three years. | | |
| 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 on a letterhead.
(Attach this letter to the back inside cover of this document). | | |
| 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 on a letterhead.
(Attach this letter to the back inside cover of this document). | | |
| 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 on a letterhead.
(Attach this letter to the back inside cover of this document). | | |
| 5.0 | If the tenderer is not required by law to prepare audited financial statements, then the tenderer must submit a Public Interest (PI) Score, whereby if the PI score is above 350 points then the bidder must submit audited financial statements. | | |

I, the undersigned, certify that the information furnished on this declaration form is correct. I accept that the state may act against me should this declaration prove to be false.

NAME : (Block Capitals)

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

MBD 6.1 (Reduced) : PREFERENCE POINTS CLAIM ITO THE PREFERENTIAL REGULATIONS)

1.0 GENERAL

1.1 Preference points for this tender shall be awarded as per the Tender Data (T1.2.2 – F.3.11) and the PPPFA.

1.2 Failure on the part of a tenderer to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS), or a Sworn Affidavit for an EME, or sworn affidavit for a QSE (in line with the revised BBBEE codes of Good Practice), together with the bid will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

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

Attach the B-BBEE Verification Certificate to the inside back cover of this document.

2.0 DECLARATION

2.1 B-BBEE Status Level of Contribution claimed:
(tenderer to complete)

2.2 Will any portion of the contract be sub-contracted? (circle applicable) YES / NO

2.2.1 If YES, indicate:

(i) what percentage of the contract will be subcontracted?%
(tenderer to complete)

(ii) the name of the sub-contractor?
(tenderer to complete)

(iii) the B-BBEE status level of the sub-contractor?
(tenderer to complete)

(iv) whether the sub-contractor is an EME? (circle applicable) YES / NO

2.3 I / we, the undersigned, certify that the B-BBEE status level of contribution indicated in paragraph 2.1 above qualifies the company / firm for preference points and I / we acknowledge that the remedies as per Clause 14 of the Preferential Procurement Regulations (2017) shall apply.

NAME : (Block Capitals)

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

MBD8 : DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

This Municipal Bidding Document must form part of all bids invited. 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.

The bid of any bidder may be rejected if that bidder, or any of its directors have:

- a) abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
- b) been convicted for fraud or corruption during the past five years;
- c) wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
- d) been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).

In order to give effect to the above, the following questionnaire must be completed.

Tenderers are to
circle applicable

- 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).

YES NO

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

If yes, furnish particulars

.....

- 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)?

YES NO

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

If yes, furnish particulars

.....

- 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

If yes, furnish particulars

.....

Tenderers are to
circle applicable

- 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

If yes, furnish particulars

.....

- 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

If yes, furnish particulars

.....

I, the undersigned, certify that the information furnished on this declaration form 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)

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

MBD9 : CERTIFICATE OF INDEPENDENT BID DETERMINATION

This Municipal Bidding Document (MBD) must form part of all bids¹ invited.

Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.

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.

The following 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.

In order to give effect to the above, the following Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid.

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid, in response to the invitation for the bid made by the **eThekweni Transport Authority** : **eThekweni Transport Authority** UNIT, do hereby make the following statements that I certify to be true and complete in every respect:

- 1. I have read and I understand the contents of this Certificate;
- 2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
- 3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
- 4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;

5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
- a) has been requested to submit a bid in response to this bid invitation;
 - b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding. (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.
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)

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

TENDERER'S EXPERIENCE

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 nature as outlined under the mandatory requirements. 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 this 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:

Employer, contact person and telephone number, where available	Description of event	Detail of work undertaken, nature of work & value	Date undertaken
---	-----------------------------	--	------------------------

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

NAME : (Block Capitals)

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

EXPERIENCE OF KEY STAFF

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
----------------------	----------------	--------	---	--

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

NAME : (Block Capitals)

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

JOINT VENTURES AGREEMENTS

Joint Venture agreement and Power of Attorney Agreements to be attached here.

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		

NAME : (Block Capitals)

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

AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES

(This is not an invitation for amendments, deviations or alternatives but should the Tenderer desire to make any departures from the provisions of this contract he shall set out his proposals clearly hereunder. The Employer will not consider any amendment, alternative offers or discounts unless forms (a), (b) and (c) have been completed to the satisfaction of the Employer).

I / We herewith propose the amendments, alternatives and discounts as set out in the tables below :

(a) AMENDMENTS

PAGE, CLAUSE OR ITEM NO	PROPOSED AMENDMENT

Notes:

- (1) *Amendments to the General and Special Conditions of Contract are not acceptable;*
- (2) *The Tenderer must give full details of all the financial implications of the amendments and qualifications in a covering letter attached to his tender.*

(b) ALTERNATIVES

PROPOSED ALTERNATIVE	DESCRIPTION OF ALTERNATIVE

Notes:

- (1) *Individual alternative items that do not justify an alternative tender, and an alternative offer for time for completion should be listed here.*
- (2) *In the case of a major alternative to any part of the work, a separate Bill of Quantities, programme, etc, and a detailed statement setting out the salient features of the proposed alternatives must accompany the tender.*
- (3) *Alternative tenders involving technical modifications to the design of the works and methods of construction shall be treated separately from the main tender offer.*

(c) **DISCOUNTS**

ITEM ON WHICH DISCOUNT IS OFFERED	DESCRIPTION OF DISCOUNT OFFERED

Notes:

- (1) *The Tenderer must give full details of the discounts offered in a covering letter attached to his tender, failing which, the offer will be prejudiced.*

NAME : (Block Capitals)

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

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-48691

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:

Signature (of person authorized to sign the tender) :

Name (of signatory in capitals) :

Capacity (of Signatory) :

Name of Tenderer (organisation) :

Address :

Witness:

Signature :

Name(in capitals) : :

Date :

Note : Failure of a Tenderer to complete 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 - 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 : Snr Manager : [eThekweni Transport Authority](#)

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 \(t\)](#)
- Fax : -
- e-mail : Andrew.Aucamp@durban.gov.za

The address for the Receipt of communications is: [eThekweni Transport Authority, 166 K.E. Masinga Road \(formerly Old Fort Road\), DURBAN, 4001](#)

1 The Project is : [1T-48691](#)
: [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 Period of Performance : Unless terminated in terms of the Contract, or otherwise specified in the Contract Data, the Contract completion shall be when the Service Provider has completed all Deliverables in accordance with the Scope of Work.

1 Start Date : **01/07/2022**

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**.
- 5.5 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.
- 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 : **The 36 months have 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**.
- 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**.
- 15 The interest rate will be prime interest rate of the Employers bank at the time that the amount is due.

The additional conditions of contract are:

ACC1 **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.

ACC2 **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.

ACC3 **RETENTION**

For consultant services in respect of construction contracts, 10% retention will be applied until the provision and acceptance of the final 'as-built' drawings.

C1.2.2.2 DATA TO BE PROVIDED BY THE SERVICE PROVIDER

Ref / Clause Number	Data
1	<p>The Service Provider is:</p> <p>.....</p> <p>Address :</p> <p>.....</p> <p>.....</p> <p>Telephone : Fax :</p>
5.3	<p>The authorised and designated representative of the Service Provider is:</p> <p>Name :</p> <p>The address for receipt of communications is:</p> <p>Address :</p> <p>.....</p> <p>.....</p> <p>Telephone : Fax :</p> <p>E-Mail :</p>
1	<p>The Period of Performance is :</p>
5.5 & 7.1.2	<p>The Key Persons and their jobs / functions in relation to the services are:</p> <p>Name :</p> <p>Specific Duties :</p> <p>Name :</p> <p>Specific Duties :</p>

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
 - Freeway Management Maintenance
 - Freeway Management / BRT monitoring

C2.2 : PRICING 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	Freeway Management System / BRT Monitoring	Hours	6840 HRS		
6	Road Safety Branch – Traffic Databases maintenance	Hours	2400 HRS		
7	Complex ITS Projects: integration and management	Hours	5280 HRS		
8	Formal Skills Transfer		72 HRS		
TOTAL EXCLUDING VAT					
VAT					
TOTAL INCLUDING VAT (this value to be transferred to the Form of Offer)					

NAME : (Block Capitals)

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

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. This would be an hour rate per month. A total of 96 hours per month is required.

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 new applications and reports. A total of 20 hours per month is required

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. Freeway Management System / BRT Monitoring

Freeway Management System / BRT monitoring (1 control centre operator) is required from 08:00 – 16:00 per week day and at least 12 weekends per annum. The amount tendered for this workstream must include supervision.

6. 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. The Branch requires these services for not more 190 hours per month.

7. Complex ITS 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.

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 eThekweni 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 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 Signals
 - b. Intersection and Screenline Counts
 - c. CCTV
 - d. Traffic Signal Cabling
 - e. Nat Pack
 - f. 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
 - k. Metro Police Interface
3. Lines and Signs
4. Service Request Tracker
5. Correspondence Tracker
6. Building Plans
7. Report Tracker
8. SIM cards monitoring
9. Traffic Enquiry Tracker
10. Framework Control and Storm Water complaints
11. Bicycle Management System
12. BarOne (Roads Management)
13. Bill of Quantities (BOQ)
14. GoDurban Feeders
15. Public Transport stops
16. Roads Rehabilitation
17. ETA Projects
18. Muvo Concessions
19. Mojo Cruise
20. Work Package Tracker
21. Vukuphile Contractor Development

3.1 First Line Software Support: Control Systems

3.1.1 The following are covered under first line support:

- JSent, Paladin and UTM 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 instation 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 timeous 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) Instation 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:

- o Intelligent Transportation Systems
- o Freeway Management Systems
- o EMV Compliant / NDoT certified Integrated Fare Management Systems
- o Vehicle Traffic Control
- o Vehicle Traffic Controllers
- o Area Traffic Control Systems
- o Computer hardware structure and maintenance
- o ASP.NET 2010, 2012 and 2017

- MS SQL Server 2008 and later
- MS SQL Server and SQL Reporting Services
- Crystal Reports
- ESRI Map Objects
- AutoCAD
- MS Visual Studio (2015 and 2017), VB, C++ and C#
- Java and Jython
- JBOSS application server
- REST, JSON web services
- MQTT protocol, Vertx application framework
- Microsoft Office Automation methodology
- Electronic design and maintenance
- MS Access 2016 or 365 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.

ANNEXURES

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

ANNEXURE 1 : STANDARD CONDITIONS OF TENDER – CIDB SFU (2015)

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 inequity that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.

2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would or may 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:
- someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;
 - 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

ANNEXURE 2 : CIDB STANDARD PROFESSIONAL SERVICES OF CONTRACT

**STANDARD PROFESSIONAL SERVICES
CONTRACT**

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



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Standard Professional Services Contract