



**DEPARTMENT**  
TECHNICAL SERVICES  
**DIRECTORATE**  
**ETHEKWINI TRANSPORT AUTHORITY**  
**DIVISION**  
**ROAD SYSTEMS MANAGEMENT**

**PROCUREMENT DOCUMENT : [Infrastructure \(GCC 2015\)](#)**

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

**Contract No:** 32333-1T

**Contract Title:** PROVISION OF A REMOTE MONITORING SYSTEM FOR TRAFFIC SIGNALS FOR 36 MONTHS

**Estimated CIDB:** Grade: **n/a** Class: **n/a**

**CLARIFICATION MEETING AND QUERIES**

**Clarification Meeting:** Compulsory Clarification Meeting. Questions and answers from the clarification meeting will be consolidated and posted on eTenders/Municipal website for the benefit of all tenderers by 18 June 2026.

**Meeting Location:** Installation and Works Boardroom, 30 Archie Gumede Place,  
**Date, Time:** eThekweni Transport Authority on 02 June 2026 at 11:00 am.

**Queries can be addressed to:** Luendran Govender  
**The Employer's Agent's:** [Luen.Govender@durban.gov.za](mailto:Luen.Govender@durban.gov.za)  
**Representative:** 031 311 7680

**TENDER SUBMISSION**

**Tender Submission:** The Tender Offer (hard copy) shall be delivered to:

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

**Closing Date/ Time:** 26/06/2026 at 11h00

**JDE Submission:** An **electronic submission** is also to be made via the eThekweni Municipality **JDE System (SSS Module)**

**JDE Queries Contact:** Lindo Dlamini: Tel: 031-322-7133 / 031-322-7153  
Email: [supplier.selfservice@durban.gov.za](mailto:supplier.selfservice@durban.gov.za)

Tender Offers submitted via any means other than that stated in the Tender Data will be deemed invalid

**Issued by:**

**ETHEKWINI MUNICIPALITY**

**Deputy Director: ROAD SYSTEMS MANAGEMENT**

**Date of Issue:** 13/05/2026

Version: 01/12/2025

**FOR OFFICIAL USE ONLY**

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

## INDEX to PROCUREMENT DOCUMENT

<b>TENDER PART</b>	<b>Part T1</b>	<b>TENDERING PROCEDURES</b>		<b>Page</b>
		<b>T1.1 Tender Notice and Invitation to Tender</b>		
		T1.1.1 Tender Notice and Invitation to Tender .....		<b>2</b>
		T1.1.2 Notes to Tenderers .....		<b>5</b>
		T1.1.3 Information Regarding the eThekwini JDE System .....		<b>3</b>
		<b>T1.2 Tender Data</b>		
	T1.2.1 Standard Conditions of Tender .....		<b>7</b>	
	T1.2.2 Tender Data ( <i>applicable to this tender</i> ) .....		<b>16</b>	
	T1.2.3 Additional Conditions of Tender .....		<b>26</b>	
	<b>Part T2</b>	<b>RETURNABLE DOCUMENTS</b>		<b>Page</b>
<b>T2.1 List of Returnable Documents</b> .....			<b>27</b>	
<b>T2.2 Returnable Schedules, Forms and Certificates</b> .....			<b>28</b>	

<b>CONTRACT PART</b>	<b>Part C1</b>	<b>AGREEMENT AND CONTRACT DATA</b>		<b>Page</b>
		<b>C1.1 Form of Offer and Acceptance</b>		
		C1.1.1 Offer .....		<b>55</b>
		C1.1.2 Acceptance .....		<b>56</b>
		C1.1.3 Schedule of Deviations .....		<b>57</b>
		<b>C1.2 Contract Data</b>		
		C1.2.1 Standard Conditions of Contract.....		<b>58</b>
	C1.2.2 Contract Data.....		<b>58</b>	
	C1.2.3 Additional Conditions of Contract .....		<b>62</b>	
	<b>Part C2</b>	<b>PRICING DATA</b>		<b>Page</b>
		<b>C2.1 Pricing Assumptions / Instructions</b> .....		<b>63</b>
		<b>C2.2 Bill of Quantities</b> (separate page numbering system).....		<b>68</b>
	<b>Part C3</b>	<b>SCOPE OF WORK</b>		<b>Page</b>
<b>C3.1 Project Description and Scope of Contract</b> .....			<b>74</b>	
	<b>C3.2 Annexures</b> .....		<b>79</b>	

## **PART T1: TENDERING PROCEDURES**

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

Tenders are hereby invited for the works to procure a fully managed, cloud-hosted Traffic Signal Remote Monitoring System that enables real-time monitoring and fault alerting of approximately 100 traffic signal intersections.

Subject	Description	Tender Data
<b>Employer</b>	The Employer is the eThekweni Municipality as represented by: <b>Deputy Director: ROAD SYSTEMS MANAGEMENT</b>	C.1.1.1
<b>Tender Documents</b>	Documentation is to be downloaded from the <b>National Treasury's eTenders website</b> or the <b>eThekweni Municipality Website</b> : <ul style="list-style-type: none"> <li>• <a href="https://www.etenders.gov.za/">https://www.etenders.gov.za/</a></li> <li>• <a href="https://www.durban.gov.za/pages/business/procurement">https://www.durban.gov.za/pages/business/procurement</a></li> </ul>	C.1.2
<b>CIDB Eligibility</b>	It is <u>estimated</u> that Tenderers should have a CIDB contractor grading designation of <i>n/a n/a</i>	C.2.1.2
<b>Meeting Type</b>	<a href="#">Compulsory Clarification Meeting. Questions and answers from the clarification meeting will be consolidated and posted on eTenders/Municipal website for the benefit of all tenderers by 18 June 2026.</a>	C.2.7
<b>Meeting Details</b>	Installation and Works Boardroom, 30 Archie Gumede Place, eThekweni Transport Authority on 02 June 2026 at 11:00 am.	C.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: <a href="#">Luendran Govender</a> <a href="mailto:Luen.Govender@durban.gov.za">Luen.Govender@durban.gov.za</a> 031 311 7680	C.1.4
<b>Submitting a Tender Offer</b>	The Tender Offer (hard copy) shall be delivered to:  <a href="#">The Tender Box in the foyer of the Municipal Building, 166 KE Masinga Road, Durban</a>  An <b>electronic submission</b> , via the eThekweni Municipality <b>JDE System (SSS Module)</b> , is also to be made. Refer to Part T1.1.2 and Tender Data: C.2.13. Notwithstanding the <b>electronic submission</b> , a tender offer will only be deemed valid if the "hard copy" submission has been made.	C.2.13
<b>Closing Time</b>	The Tender Offer (hard copy) shall be delivered, and the electronic submission completed, both on or before <b>26/06/2026</b> , at or before <b>11h00</b> .	C.2.15
<b>Evaluation of Tender Offers</b>	<b>The 80/20</b> Price Preference Point System, as specified in the <b>SCM Policy: Section 52: Preferential Procurement</b> will be applied in the evaluation of tenders. <b>Tender Data: C.3.11: Evaluation of Tender Offers</b> details the awarding of Preference Points, and other related evaluation requirements.	C.3.11

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

#### **CIDB B.U.I.L.D. Programme Standards**

Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts	<b>Not Applicable</b>
Standard for Developing Skills through Infrastructure Contracts	<b>Not Applicable</b>

## **T1.1.2: NOTES TO TENDERERS**

**These “Notes to Tenderers” are intended to provide guidance regarding tendering obligations and requirements.**

**Compliance requirements are stated in the relevant parts of the Tender Data: T1.2.**

### **GENERAL**

- 1) The words BID, TENDER, QUOTATION, and REQUEST FOR QUOTATION (RFQ) are interchangeable throughout this procurement document.
- 2) **JDE-SSS Module** refers to the Supplier Self Service module on the eThekwini Municipality JDE System. Refer to Part T1.1.2.

### **eThekwini Supply Chain Management Policy (SCMP)**

The requirements as stated in the Employer’s SCM Policy include, but are not limited to, the following:

#### **1) Section 14(4): ETM Supplier Database**

The eThekwini Supply Chain Management Policy requires suppliers/ service providers/ contractors to be registered on the **eThekwini Municipality’s Supplier Portal**.

In the event of the Tenderer not being registered on the eThekwini Municipality’s Supplier Portal, 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 Database.

The following is to be noted:

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

#### **2) Section 20(1)(d)(i): Audited Financial Statements**

Audited Financial Statements are required to be submitted if the value of the tender offer exceeds R10 million (incl. VAT). See **Returnable Form: MBD 5** and **Returnable Form: Contracts awarded by Organs of State** in the past 5 years.

#### **3) Section 20(1)(d)(iii): Contracts Awarded during the past 5 Years**

Tenderers are to include with their submission a listing of any contracts awarded to the Tenderer during the past 5 years, including particulars of any material non-compliance or dispute concerning the execution of the contracts. Tenderers are referred to **Returnable Form: MBD 5**

#### **4) Section 13.1(b)(vii), 20(1)(d)(ii), 28.2(d), 29.6(a), 38.1(d), and 29.14: Municipal Rates and Taxes (Fees)**

Tenderers are to refer to **Returnable Form: Declaration of Municipal Fees** to certify that they have no undisputed commitments for municipal services towards any municipality. Prior to an award, a Tenderer’s municipal rates and taxes cannot be in arrears. Should a Tenderer be in arrears with respect to municipal services and has formalised an agreement with the respective municipality to offset the arrears, the agreement must be in place at time of tender closing.

**5) Section 21.2: Tender Validity**

Tenders are to remain valid for twelve (12) months after the expiry of the **original tender validity period** as stated in the **Tender Data**, unless the Municipality is notified, in writing, of anything to the contrary.

The eThekweni Municipality reserves the right to request confirmation from Tenderers of tender validity at any time during the twelve (12) month period.

**6) Section 28(2)(d), Section 28(2)(h) and Section use 29(12): Certifications and Registrations**

CIDB Registration and Status, B-BBEE Certificates, and Tax Compliance Status PINs must be valid at the time of tender closing, and before final award.

The Tenderer's Tax Compliance Status, CIDB Registration and Status (if required), and B-BBEE Level Status (if required), will be verified using the National Treasury Central Supplier Database (CSD). Tenderers are referred to **Returnable Form: Compulsory Enterprise Questionnaire**.

It is the Tenderer's responsibility to ensure that their data on the CSD is kept updated and correctly reflects the status of the tendering entity.

**7) Section 28(2)(f), and 52.5.13: Joint Ventures (JV)**

Each party of a JV must submit separate Tax Compliance Status PINs. Unless otherwise stated, the requirements for a single entity submission in terms of documentation requirements, will apply to each member of a JV making a submission.

As proof that a JV has been formalised, or that the parties to the JV agree to formalise the JV should they be successful in being recommended for the award of this tender, Tenderers are referred to **Returnable Form: Joint Venture Agreements**.

**8) Section 49.1.2: Complaints and Objections (Appeals)**

A non-refundable tariff, as per the approved Council tariffs, is payable by the Complainant to the Municipality. Proof of the payment of the Fee must be attached to the complaint.

**CIDB****Regulation 25(8)**

- 9) It should be noted that this contract, unless otherwise stated, is not part of a **Targeted Development Programme (TDP)**. The CIDB provisions in relation to a Contractor's **Potentially Emerging (PE) status** do not apply.

Tenderers are referred to **CIDB Inform Practice Note #32: "Application of the Potentially Emerging (PE) Status"**.

**B.U.I.L.D. Programme**

- 10) A programme to accelerate transformation in the construction industry, increase the capacity of the construction industry to deliver infrastructure and support the growth of emerging contractors, was launched on 14 March 2024 by the Deputy Minister of Public Works and Infrastructure and the Construction Industry Development Board.

Details of the B.U.I.L.D. Programme were published in a Government Gazette in 2020 (GG 43726) and B.U.I.L.D. has gradually been phased in at various levels of government and the private sector. The CIDB, a public entity with the mandate to promote improved performance in construction, oversees the programme and manages the B.U.I.L.D Fund.

The B.U.I.L.D programme determines that public sector entities which implement construction projects, that meet certain minimum requirements, must include developmental goals to the deliverables defined in the tenders. If applicable, Contractors are required to include these goals in the plans and pricing when they submit their tender bids.



## 5) **Tender documentation**

By accessing the **JDE System** (using <https://rfq.durban.gov.za/>) and viewing any available Tenders, prospective Service Providers will be able to download the relevant Tender documentation.

The Tender documentation consists of the **TENDER** and **CONTRACT Parts**, as described in the INDEX, and will include any drawings and other information (if applicable). Referred to, or included in the documentation, are the **Standard Conditions of Tender (and associated Tender Data)**, and the **Conditions of Contract (and associated Contract Data)** which will govern the tendering and contract processes respectively.

## 6) **Submission of tender offers**

Reference is to be made to the **Tender Data: C.2.13** that specifies compliance requirements.

Should the **Tender Offer** be required in “**hard copy**” format, the submission is to be delivered to the Delivery Location as stated in the **Tender Data**.

In addition to the above, **Tender Offers are also to be SUBMITTED ELECTRONICALLY** (uploaded) on the eThekweni Municipality JDE System (Supplier Self Service (JDE-SSS) Module). Notwithstanding the **electronic submission**, a tender offer will only be deemed valid if the “hard copy” submission has been made. The “hard copy” submission will be deemed to be the ruling version.

Bidders are responsible for resolving all access rights and submission queries on the JDE System before the tender closing date/ time, as stated in the **Tender Data: C.2.15**.

## 7) **Viewing the Tender opening schedule**

Users on the **JDE System** will be able to view the **Tender Opening Schedule** for each closed Tender. The tender opening schedule will also be made available on the eThekweni Municipal website at URL: <https://www.durban.gov.za/pages/business/publication-of-received-bids>

## 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 C** of the CIDB Standard for Uniformity in Construction Procurement as published in Government Gazette No 42622, Board Notice 423 of 8 August 2019, as duplicated below.

The Standard Conditions of Tender make several references to the **Tender Data** for details that apply specifically to this tender. The **Tender Data** (T1.2.2) shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

### Annex C

## Standard Conditions of Tender

<p><b>C.1</b></p> <p><b>C.1.1</b></p> <p><b>C.1.1.1</b></p> <p><b>C.1.1.2</b></p>	<p><b>General</b></p> <p><b>Actions</b></p> <p>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 C.2 and C.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.</p> <p>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.</p> <p><i>Note:</i> 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 impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.</p>	<p>2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.</p> <p><b>C.1.1.3</b> 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.</p> <p><b>C.1.2 Tender Documents</b></p> <p>The documents issued by the employer for the purpose of a tender offer are listed in the <b>Tender Data</b>.</p> <p><b>C.1.3 Interpretation</b></p> <p><b>C.1.3.1</b> The <b>Tender Data</b> 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.</p> <p><b>C.1.3.2</b> These conditions of tender, the <b>Tender Data</b> and tender schedules which are required for tender evaluation purposes, shall form part of any contract arising from the invitation to tender.</p>
---	---	--

C.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 fulfil his or her duties impartially;
  - ii) an individual or tenderer is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
  - iii) incompatibility or contradictory interests exist between an employee and the tenderer who employs that employee.
- b) **comparative offer** means the price after the factors of a non-firm price and all unconditional **discounts** it can be utilised to have been taken into consideration;
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;

#### C.1.4 Communication and employer's agent

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

#### C.1.5 Cancellation and Re-Invitation of Tenders

C.1.5.1 An employer may, prior to the award of the tender, cancel a tender if-

- a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation;
- b) funds are no longer available to cover the total envisaged expenditure;

- c) no acceptable tenders are received;
- d) there is a material irregularity in the tender process.

C.1.5.2 The decision to cancel a tender invitation must be published in the same manner in which the *original* tender invitation was advertised.

C.1.5.3 An employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.

#### C.1.6 Procurement procedures

##### C.1.6.1 General

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

##### C.1.6.2 Competitive negotiation procedure

C.1.6.2.1 Where the **Tender Data** require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of C.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of C.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

C.1.6.2.2 All responsive tenderers or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the **Tender Data** shall be invited to enter into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information.

Notwithstanding the provisions of C.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or

<p>distort competition or have a discriminatory effect.</p>	<p>which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.</p>
<p>C.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to revise their tender offer based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.</p>	<p><b>C.2.2 Cost of tendering</b></p>
<p>C.1.6.2.4 The contract shall be awarded in accordance with the provisions of C.3.11 and C.3.13 after tenderers have been requested to submit their best and final offer.</p>	<p>C.2.2.1 Accept that, unless otherwise stated in the <b>Tender Data</b>, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.</p>
<p><b>C.1.6.3 Proposal procedure using the two stage-system</b></p>	<p>C.2.2.2 The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.</p>
<p><b>C.1.6.3.1 Option 1</b></p>	<p><b>C.2.3 Check documents</b></p>
<p>Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the <b>Tender Data</b>, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.</p>	<p>Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.</p>
<p><b>C.1.6.3.2 Option 2</b></p>	<p><b>C.2.4 Confidentiality and copyright of documents</b></p>
<p>C.1.6.3.2.1 Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.</p>	<p>Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.</p>
<p>C.1.6.3.2.2 The employer shall evaluate tenders received during the second stage, in terms of the method of evaluation stated in the <b>Tender Data</b>, and award the contract in terms of these conditions of tender.</p>	<p><b>C.2.5 Reference documents</b></p>
<p><b>C.2 Tenderer's obligations</b></p>	<p>Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.</p>
<p><b>C.2.1 Eligibility</b></p>	<p><b>C.2.6 Acknowledge addenda</b></p>
<p>C.2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the <b>Tender Data</b> and the tenderer, or any of his principals, is not under any restriction to do business with employer.</p>	<p>Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the <b>Tender Data</b>, in order to take the addenda into account.</p>
<p>C.2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria</p>	

<b>C.2.7</b>	<b>Clarification meeting</b>	Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the <b>Tender Data</b> .	tenderer. All signatories to the tender offer shall initial all such alterations.
<b>C.2.8</b>	<b>Seek clarification</b>	Request clarification of the tender documents, if necessary, by notifying the employer at least five (5) working days before the closing time stated in the <b>Tender Data</b> .	<b>C.2.12 Alternative tender offers</b>
<b>C.2.9</b>	<b>Insurance</b>	Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the <b>Contract Data</b> . The tenderer is advised to seek qualified advice regarding insurance.	C.2.12.1 Unless otherwise stated in the <b>Tender Data</b> , submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.
<b>C.2.10</b>	<b>Pricing the tender offer</b>	C.2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable fourteen (14) days before the closing time stated in the <b>Tender Data</b> .	C.2.12.2 Accept that an alternative tender offer must be based only on the criteria stated in the <b>Tender Data</b> or criteria otherwise acceptable to the employer.
<b>C.2.10.2</b>	Show VAT payable by the employer separately as an addition to the tendered total of the prices.	C.2.12.3 An alternative tender offer must only be considered if the main tender offer is the winning tender.	<b>C.2.13 Submitting a tender offer</b>
<b>C.2.10.3</b>	Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the <b>Contract Data</b> .	C.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works identified in the <b>Contract Data</b> and described in the scope of works, unless stated otherwise in the <b>Tender Data</b> .	C.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.
<b>C.2.10.4</b>	State the rates and prices in Rand unless instructed otherwise in the <b>Tender Data</b> . The conditions of contract identified in the <b>Contract Data</b> may provide for part payment in other currencies.	C.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the <b>Tender Data</b> , with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.	C.2.13.4 Sign the original and all copies of the tender offer where required in terms of the <b>Tender Data</b> . The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.
<b>C.2.11</b>	<b>Alterations to documents</b>	Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the	

C.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the <b>Tender Data</b> , as well as the tenderer's name and contact address.	the requirements of these conditions of tender apply equally to the extended deadline.
C.2.13.6 Where a two-envelope system is required in terms of the <b>Tender Data</b> , place and seal the returnable documents listed in the <b>Tender Data</b> in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the <b>Tender Data</b> , as well as the tenderer's name and contact address.	<b>C.2.16 Tender offer validity</b>
C.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the <b>Tender Data</b> .	C.2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the <b>Tender Data</b> after the closing time stated in the <b>Tender Data</b> .
C.2.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.	C.2.16.2 If requested by the employer, consider extending the validity period stated in the <b>Tender Data</b> for an agreed additional period with or without any conditions attached to such extension.
C.2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the <b>Tender Data</b> .	C.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).
<b>C.2.14 Information and data to be completed in all respects</b>  Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.	C.2.16.4 Where a tender submission is to be substituted, a tenderer must submit a substitute tender in accordance with the requirements of C.2.13 with the packages clearly marked as "SUBSTITUTE".
<b>C.2.15 Closing time</b>	<b>C.2.17 Clarification of tender offer after submission</b>
C.2.15.1 Ensure that the employer receives the tender offer at the address specified in the <b>Tender Data</b> not later than the closing time stated in the <b>Tender Data</b> . Accept that proof of posting shall not be accepted as proof of delivery.	Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.
C.2.15.2 Accept that, if the employer extends the closing time stated in the <b>Tender Data</b> for any reason,	<i>Note: Sub-clause C.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.</i>
	<b>C.2.18 Provide other material</b>
	C.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer,

<p>the tenderer’s commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment.</p> <p>Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer’s request, the employer may regard the tender offer as non-responsive.</p>	<p>notify all tenderers who collected tender documents.</p>
<p>C.2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.</p>	<p>C.3.1.2 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:</p>
<p><b>C.2.19 Inspections, tests and analysis</b></p> <p>Provide access during working hours to premises for inspections, tests and analysis as provided for in the <b>Tender Data</b>.</p>	<p>a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;</p> <p>b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or</p> <p>c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.</p>
<p><b>C.2.20 Submit securities, bonds and policies</b></p> <p>If requested, submit for the employer’s acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the <b>Contract Data</b>.</p>	<p><b>C.3.2 Issue Addenda</b></p> <p>If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three (3) working days before the tender closing time stated in the <b>Tender Data</b>. If, as a result a tenderer applies for an extension to the closing time stated in the <b>Tender Data</b>, the Employer may grant such extension and, shall then notify all tenderers who collected tender documents.</p>
<p><b>C.2.21 Check final draft</b></p> <p>Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.</p>	<p><b>C.3.3 Return late tender offers</b></p> <p>Return tender offers received after the closing time stated in the <b>Tender Data</b>, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.</p>
<p><b>C.2.22 Return of other tender documents</b></p> <p>If so instructed by the employer, return all retained tender documents within twenty-eight (28) days after the expiry of the validity period stated in the <b>Tender Data</b>.</p>	<p><b>C.3.4 Opening of tender submissions</b></p>
<p><b>C.2.23 Certificates</b></p> <p>Include in the tender submission or provide the employer with any certificates as stated in the <b>Tender Data</b>.</p>	<p>C.3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers’ agents who choose to attend at the time and place stated in the <b>Tender Data</b>. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.</p>
<p><b>C.3 The employer’s undertakings</b></p>	
<p><b>C.3.1 Respond to requests from the tenderer</b></p>	
<p>C.3.1.1 Unless otherwise stated in the <b>Tender Data</b>, respond to a request for clarification received up to five (5) working days before the tender closing time stated in the <b>Tender Data</b> and</p>	

<p>C.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the <b>Tender Data</b>, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, number of points claimed for its BBEE status level and time for completion for the main tender offer only.</p>	<p><b>C.3.8 Test for responsiveness</b></p>
<p>C.3.4.3 Make available the record outlined in C.3.4.2 to all interested persons upon request.</p>	<p>C.3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:</p> <ol style="list-style-type: none"> <li>a) complies with the requirements of these Conditions of Tender,</li> <li>b) has been properly and fully completed and signed, and</li> <li>c) is responsive to the other requirements of the tender documents.</li> </ol>
<p><b>C.3.5 Two-envelope system</b></p>	
<p>C.3.5.1 Where stated in the <b>Tender Data</b> that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the <b>Tender Data</b> and announce the name of each tenderer whose technical proposal is opened.</p>	<p>C.3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:</p> <ol style="list-style-type: none"> <li>a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,</li> <li>b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or</li> <li>c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.</li> </ol> <p>Reject a non-responsive tender offer and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.</p>
<p>C.3.5.2 Evaluate functionality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the functionality evaluation more than the minimum number of points for functionality stated in the <b>Tender Data</b>, and announce the score obtained for the technical proposals and the total price and any points claimed on BBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.</p>	<p><b>C.3.9 Arithmetical errors, omissions and discrepancies</b></p>
<p><b>C.3.6 Non-disclosure</b></p>	<p>C.3.9.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.</p>
<p>Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.</p>	<p>C.3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.3.11 for:</p> <ol style="list-style-type: none"> <li>a) the gross misplacement of the decimal point in any unit rate;</li> <li>b) omissions made in completing the pricing schedule or bills of quantities; or</li> <li>c) arithmetic errors in: <ol style="list-style-type: none"> <li>(i) line-item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or</li> <li>(ii) the summation of the prices.</li> </ol> </li> </ol>
<p><b>C.3.7 Grounds for rejection and disqualification</b></p>	
<p>Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.</p>	

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

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

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

**C.3.10 Clarification of a tender offer**

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

**C.3.11 Evaluation of tender offers**

The Standard Conditions of Tender standardize the procurement processes, methods and procedures from the time that tenders are invited to the time that a contract is awarded. They are generic in nature and are made project specific through choices that are made in developing the **Tender Data** associated with a specific project.

Conditions of tender are by definition the document that establishes a tenderer's obligations in submitting a tender and the employer's undertakings in soliciting and evaluating tender offers. Such conditions establish the rules from the time a tender is advertised to the time that a contract is awarded and require employers to conduct the process of offer and acceptance in terms of a set of standard procedures.

The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements:	
Requirement	Qualitative interpretation of goal
Fair	The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information.
Equitable	Terms and conditions for performing the work do not unfairly prejudice the interests of the parties.
Transparent	The only grounds for not awarding a contract to a tenderer who satisfies all requirements are restrictions from doing business with the employer, lack of capability or capacity, legal impediments and conflicts of interest.
Competitive	The system provides for appropriate levels of competition to ensure cost effective and best value outcomes.
Cost effective	The processes, procedures and methods are standardized with sufficient flexibility to attain best value outcomes in respect of quality, timing and price, and least resources to effectively manage and control procurement processes.

**The activities associated with evaluating tender offers are as follows:**

- a) Open and record tender offers received
- b) Determine whether or not tender offers are complete
- c) Determine whether or not tender offers are responsive
- d) Evaluate tender offers
- e) Determine if there are any grounds for disqualification
- f) Determine acceptability of preferred tenderer
- g) Prepare a tender evaluation report
- h) Confirm the recommendation contained in the tender evaluation report .

**C.3.11.1 General**

The employer must appoint an evaluation panel of not less than three persons conversant with the proposed scope of works to evaluate each responsive tender offer using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the **Tender Data**.

**C.3.12 Insurance provided by the employer**

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

**C.3.13 Acceptance of tender offer**

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

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement;
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract;
- c) has the legal capacity to enter into the contract;
- d) is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing;
- e) complies with the legal requirements, if any, stated in the **Tender Data**; and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

**C.3.14 Prepare contract documents**

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

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

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

**C.3.15 Complete adjudicator's contract**

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

**C.3.16 Registration of the award**

An employer must, within twenty-one (21) working days from the date on which a contractor's offer to perform a construction works contract is accepted in writing by the employer, register and publish the award on the cidb Register of Projects.

**C.3.17 Provide copies of the contracts**

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

**C.3.18 Provide written reasons for actions taken**

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

**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.

**C.1: GENERAL**
**C.1.1 The employer:**

The Employer for this Contract is the **eThekwini Municipality** as represented by:  
**Deputy Director: ROAD SYSTEMS MANAGEMENT**

**C.1.2 Tender documents:**

The Tender Documents issued by the Employer comprise:

- 1) The Procurement Document comprising of the PARTS as listed in the "INDEX" on page 1.

Electronically downloaded documentation is obtainable from the National Treasury's **eTenders Website** and/ or the **eThekwini Municipality Website** at URL:

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

Tenderers are to regularly check both web sites for the downloadable documentation.

**C.1.4 Communication and employer's agent:**

The Employer's Agent is:

Name: [Ashvir Harcharan](#)

Tel: 031 311 7782

eMail: [Ashvir.harcharan@durban.gov.za](mailto:Ashvir.harcharan@durban.gov.za)

The Employer's Agent's Representative is:

Name: [Luendran Govender](#)

Tel: 031 311 7782

eMail: [Luen.Govender@durban.gov.za](mailto:Luen.Govender@durban.gov.za)

The Tenderer's contact details, as indicated on **Returnable Document "Compulsory Enterprise Questionnaire"**, shall be deemed as the only valid contact details for the Tenderer for use in communications between the Employer's Agent and the Tenderer during tender evaluation.

**C.1.6 Procurement procedures:**

The following Sections of the **Standard Conditions of Tender** are not applicable to this tender:

- **C.1.6.2: Competitive negotiation procedure**, and
- **C.1.6.3: Proposal procedure using the two-stage system**.

**C.2: TENDERER'S OBLIGATIONS**
**C.2.1 Eligibility:**

Entities may only submit one (1) tender offer, either as a single tendering entity or as a partner of a joint venture. Should a tendering entity submit more than one (1) tender, **all** submissions by that tendering entity, including submissions where the entity is a partner of a joint venture, will be deemed not to be eligible.

### C.2.1.1 Eligibility: General

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

- (a) In the event of a Compulsory Clarification Meeting:
  - i) the Tenderer fails to attend the Compulsory Clarification Meeting, or
  - ii) the Tenderer fails to have **Returnable Document “Certificate of Attendance at Clarification Meeting / Site Inspection”** signed by the Employer’s Agent or their representative at the meeting.
- (b) At the time of tender closing, the Tenderer is not registered on the **National Treasury Central Supplier Database (CSD)** and the **eThekwini Municipality Supplier Portal**. In the case of a Joint Venture, this requirement will apply individually to each party in the Joint Venture. Tenderers are to reference **Returnable Document “Compulsory Enterprise Questionnaire”** (section 1.5) and **Returnable Document “CSD Registration Report”**.
- (c) In the case of Joint Venture (JV) submissions, two or more JV entities have common directors/ shareholders or common entities tendering for the same works.
- (d) The following documentation is not completed in full, signed, and returned with the tender submission. **Failure to comply will result in the tender offer being deemed non-responsive.**
  - T2.2.1: Compulsory Enterprise Questionnaire.
  - T2.2.5: MBD 4: Declaration of Interest.
  - T2.2.6: MBD 5: Declaration for Procurement Above R10 Million.
  - T2.2.8: MBD 8: Declaration of Bidder’s Past SCM Practices.
  - T2.2.9: MBD 9: Certificate of Independent Bid Determination.
  - T2.2.10: Declaration of Municipal Fees
- (e) The certificates listed in the **Tender Data: C.2.23: Certificates** are to be included with the tender submission. **Failure to comply will result in the tender offer being deemed non-responsive.**
  - T2.2.1: SARS Tax Compliance Status - PIN Issued (submitted with the Compulsory Enterprise Questionnaire).
  - T2.2.12: Central Supplier Database (CSD) Report.

### C.2.2.2 The cost of the tender documents:

Replace this paragraph with the following:

“Documents are to be downloaded, free of charge, from the **National Treasury’s eTenders website** or the **eThekwini Municipality’s Website**.”

### C.2.5 Reference documents:

Tenderers are to obtain their own copies of:

- 1) The **Conditions of Contract** identified in Section C1.2.1.1.  
Tenderers/ Contractors are required to obtain their own copies.
- 2) The **Specifications** identified in Section C3.3.1.  
Tenderers/ Contractors are required to obtain their own copies.
- 3) The following acts, regulations, policies, and standards referred to in this document, including but not limited to:

- The Employer's Supply Chain Management Policy (as at advertising date).
- 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 Act No 38 of 2000 and the Regulations issued in terms of the Act (July 2013 as amended).
- The Preferential Procurement Policy Framework Act (PPPFA), and the PPPFA Regulations (November 2022).
- The Amended Construction Sector Code (Government Gazette No.41287) applicable to B-BBEE compliance measurement.
- SANS 1921:2004 – Construction and Management Requirements for Works Contract, Parts 1-3.
- SANS 1547:2022. Ed 1.7. Traffic signal controllers.
- Any other eThekweni Policy documents referenced in the Tender Documents.

#### C.2.6 Acknowledge addenda:

Add the following paragraphs:

"Addenda will be published on the **eThekweni Municipality website** as stated in **Tender Data: C.1.2**. Tenderers are to ensure that this 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 will result in the tender submission being made non-responsive.**

#### C.2.7 Clarification meeting:

Clarification Meeting Type: **Compulsory Clarification Meeting**. Questions and answers from the clarification meeting will be consolidated and posted on eTenders/Municipal website for the benefit of all tenderers by 18 June 2026.

**Installation and Works Boardroom, 30 Archie Gumede Place, eThekweni Transport Authority on 02 June 2026 at 11:00.**

Bidders are requested to submit emailed queries related to the bid. All emailed queries are to be submitted to the **Employer's Agent's Representative** (refer to C.1.4) by **2026/06/11**. Emailed questions and answers will be consolidated and posted on the eTenders/Municipal website for the benefit of all tenderers by **2026/06/18**.

In the event of a Compulsory Clarification Meeting the Tenderer's representative(s) must be able to clearly convey the discussions at the meeting to the person(s) responsible for compiling the entity's tender offer.

If an attendance register is applicable, Tenderers must sign the attendance register and provide the name of the tendering entity.

Tenderers are referred to Clause C.2.1.1(a).

#### C.2.10.2 Pricing the tender offer:

The following is to be noted in terms of Tenderers being **VAT Registered**, or being a **Non-VAT Vendor** (ie. not VAT registered).

If the Tenderer is **VAT registered**, the Tenderer's Rates in the Bill of Quantities (BoQ) are to exclude

VAT. VAT is to be shown separately on the BoQ summary page, and on the Form of Offer (Part C1.1.1).

If the Tenderer is a **Non-VAT Vendor**, the Tenderer's Rates in the Bill of Quantities are to include VAT. VAT is not to be shown separately on the BoQ summary page, or on the Form of Offer (Part C1.1.1). VAT will not be added to, or deducted from, rates or prices submitted from **Non-VAT Vendors**. The tendered priced will be deemed to include all VAT, taxes, and any applicable excise duties.

Tenderers are to refer to Part C2.1: PRICING ASSUMPTIONS / INSTRUCTIONS prior to pricing the tender offer.

#### **C.2.12 Alternative tender offers:**

No alternative tender offers will be considered.

#### **C.2.13 Submitting a tender offer:**

The signed Tender Offer ("hard copy") is to be sealed in an envelope, addressed to the City Manager, marked with the **identification details** and be delivered to the **delivery address**, both as stated below.

The **Tender Offer** (hard copy) is to be delivered to the following **delivery address**:  
[the Tender Box in the foyer of the Municipal Building, 166 KE Masinga Road, Durban](#)

**Identification details** to be shown on the hard copy package are:

- Contract No. : **1T-32333**
- Contract Title : **PROVISION OF A REMOTE MONITORING SYSTEM FOR TRAFFIC SIGNALS FOR 36 MONTHS**

Tender Offers are also to be **SUBMITTED ELECTRONICALLY** (uploaded) on the eThekweni Municipality **JDE System** (Supplier Self Service (SSS Module)). For information pertaining to the JDE System, Tenderers are referred to **Section T1.1.2**.

Notwithstanding the **electronic submission**, a tender offer will only be deemed valid if the "hard copy" submission has been made. The "hard copy" submission will be the governing submission.

The Tender documentation, issued by the eThekweni Municipality (refer to **Tender Data: C.1.2**), is to be printed in its entirety. Printing should be done on white A4 paper, with printing on only one side of the paper. (It is suggested that the Tender documentation is not stapled, or punched for filing, prior to scanning, as this could affect the scanning process.)

After completion and signature (using **BLACK INK**), the entire Tender document is to be scanned to a single PDF (**P**ortable **D**ocument **F**ormat) document, at a resolution of 300 DPI (dots per inch). The PDF document is to be uploaded via the (Tender specific) upload option on the JDE System (SSS Module). Tenderers are responsible for resolving all access rights and submission queries on the JDE System before the tender closing date/ time (**Tender Data: C.2.15**).

Tender Offer delivery, and the electronic submission on the JDE System, are both to be completed on or before the closing date/ time stated in the **Tender Data: C.2.15**.

The submission of Tender Offers via any means other than that stated above will not be accepted, and those that are will be deemed invalid.

**C.2.15 Closing date and time:**

The closing time is:

- **Date** : **Friday, 26 June 2026**
- **Time** : **11h00**

The **delivery of the hard copy AND** the completion of the requirements on the **JDE System (SSS Module)** are to be completed prior to the Tender **closing date and time** as stated above. Any Tender Offer submitted thereafter will not be considered.

**C.2.16 Tender offer validity:**

The Tender Offer validity period is **120 Days** (original validity period) from the closing date for submission of tenders.

In terms of the SCM Policy (Cl.21.2) tenders must remain valid for acceptance for a period of twelve (12) months after the expiry of the original validity period, unless the Municipality is notified in writing of anything to the contrary by the tenderer.

The eThekweni Municipality reserves the right to request confirmation from Tenderers of tender validity at any time during the twelve (12) month period.

**C.2.23 Certificates:**

Refer to **T2.1: “List of Returnable Documents”** 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 a printout of the required documents/ certificates at the back of their tender submission.**

**1) SARS Tax Compliance Status – PIN Issued**

Reference is to be made to **Returnable Document “Compulsory Enterprise Questionnaire”** which requires the “SARS Tax Compliance Status – PIN Issued” to be included with this returnable document.

**2) Central Supplier Database (CSD)**

Reference is to be made to **Returnable Document “CSD Registration Report”**.

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

Separate **CSD Registration Reports** are required for each party to a Joint Venture.

**The date of obtaining the CSD printout is to be indicated on the printout and should be on or after the date of advertising of this tender.**

**3) B-BBEE Status Level of Contribution Certificate**

**Tenderers are referred to Returnable Document “MBD 6.1: Preference Points Claim” for the B-BBEE Certificate requirements. Notwithstanding the completion of Returnable Document “MBD 6.1: Preference Points Claim”, should a B-BBEE Status Level of Contribution Certificate not be returned no points for Preferential Procurement will be deemed to have been claimed.**

The Amended Construction Sector Code (Government Gazette No.41287) is applicable to the B-BBEE compliance measurement of all entities that fall within the Construction Sector (Built Environment Professionals (BEP) and Contractors). The requirements for measurement and verification of entities are contained in the "Amended Code Series CSC000: Framework for Measuring Broad Based Black Economic Empowerment in the Construction Sector", as published in Notice 931 of 2017, Government Gazette No.41287 of 01/12/2017.

An EME Contractor with a Total Annual Revenue of less than R3 million, or a BEP with a total annual revenue of less than R1.8 million, may present an affidavit OR a certificate issued by the CIPC, OR an authorised B-BBEE verification certificate by a SANAS accredited Verification Agency.

Any B-BBEE Certificate where the entity has been assessed using **Generic Codes** will not be accepted.

### C.3: THE EMPLOYER'S UNDERTAKINGS

#### C.3.1.1 Respond to requests from the tenderer:

Replace the words "five working days" with "three working days".

#### C.3.2 Issue addenda:

Add the following paragraph:

"Addenda will be published on the National Treasury's **eTenders-Website** and/ or the **eThekwini Municipality Website**." (Refer to **Tender Data: C.1.2**).

#### C.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 P&SCM Boardroom, 6<sup>th</sup> Floor, (Municipal Building), 166 KE Masinga Road, Durban.

The tender opening schedule will also be made available on the eThekwini Municipal website at URL: <https://www.durban.gov.za/pages/business/publication-of-received-bids>

#### C.3.9 Arithmetical errors, omissions and discrepancies:

Add the following Clause:

"C.3.9.5 Reject a tender offer if the Tenderer does not accept the correction of the arithmetical error in the manner described in C.3.9.4."

Any interactions between the Tenderer and the Employer in terms of this clause will be conducted through the Employer's Agent (or Representative) as identified in **Tender Data C.1.4**.

#### C.3.11 Evaluation of Tender Offers:

##### Eligibility

Tenders will be checked for compliance with the ELIGIBILITY requirements, as specified in the **Tender Data: C.2.1**. Tenders 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 remote monitoring

system tenderers must meet all of the following criteria:

1. Only those Tenderers that can provide proof of verifiable experience, in works of a similar nature, within the past 10 years, will be eligible to have their tenders evaluated in terms of Clause C.3.11.

Tenderers are to complete and sign the submission forms for each experience submission, as included in **Returnable Form: “Eligibility: Experience of Tenderer”**.

**Failure to comply will invalidate the associated experience submission.**

- **Table 1:** The **Experience Requirement** is specified on this table.
- **Table 2:** The experience is to be **Similar in Nature** to that specified on this table. Tenderers are to note the exclusions (if any) stated on this table.
- **Table 3:** The **Documentation/ Information** that may be used for verification of the experience submission is specified on this table (which includes the Notes below the table).  
The non-submission of this **Documentation/ Information** may jeopardise the verification of the experience submission and render the submission invalid.
- Tenderers may submit experience gained as **Sub-Contractors or Main Contractors**.
- **Guidance** on the completion of the **Experience Submission Form** is provided on the first page of **Returnable Document “Eligibility: Experience of Tenderer”**.

Tenderers are to indicate the documentation/ information that has been included in the tender submission, in support of each experience submission, in the shaded column on Page 48**48**.

Should there be insufficient verified evidence for any specific submission that experience submission may be deemed invalid.

<b>Table 1: Experience Requirement</b>
Contract(s), with works of a similar nature, within the past 10 years, where the <u>combined value of completed work</u> is at least 50% of the tender value submitted for this tender on the <b>Form of Offer (C1.1.1)</b> .

<b>Table 2: Works of a Similar Nature</b>
<ul style="list-style-type: none"> <li>• Projects of a similar nature that will be considered will be one, or a combination of, the following types of projects:                             <ul style="list-style-type: none"> <li>○ Software development in traffic signals</li> <li>○ Remote monitoring</li> <li>○ Remote monitoring of traffic signals</li> </ul> </li> </ul>

<b>Table 3: Documentation / Information Requirements</b>				
Note: an "X" in this table indicates that the associated documentation should be provided, if applicable.	Works as Sub-Contractor		Works as Main Contractor	
	Current Contracts	Completed Contracts	Current Contracts	Completed Contracts
Proof of Sub-Contract Agreement <b>See Note 1.</b>	X	X	-	-
Letter of Award OR Form of Offer & Acceptance <b>See Note 2.</b>	-	-	X	X
Most recent Payment Certificate (with Quantities <u>summary</u> ), OR Invoice (with Quantities summary). <b>See Note 3.</b>	X	-	X	-
Final Payment Certificate (with Quantities <u>summary</u> ), OR Invoice (with Quantities summary). <b>See Note 4.</b>	-	X	-	X
Completion Certificate. <b>See Note 5.</b>	-	-	-	X
Scope of Work <b>See Note 6.</b>	To be indicated on individual experience submission form			

**NOTES** (for Table 3)

- To include the names of the parties, the managing entity's name, the effective dates, and the signature(s) page, all pertaining to the agreement.
  - Issued by the Client / Employer.
  - Proof of the most recent payment received from the Main Contractor or Client/ Employer, OR the most recent submitted INVOICE. Whichever of these documents is submitted, a summary breakdown of quantities is to accompany that document.
  - Proof of the final payment received from the Main Contractor or Client/ Employer, OR the most recent submitted INVOICE. Whichever of these documents is submitted, a summary breakdown of quantities is to accompany that document.
  - Issued by the Client/ Employer.
  - If executed as a Sub-Contractor, the Scope-of-Work should be indicative of only the works carried out by the Sub-Contractor, and not the overall Scope-of-Work of the main contract. If executed as a Main Contractor, the overall contract Scope-of-Work is to be indicated.
2. At least one Software / electrical design engineer, project leader. This key person must have 5 to 10 years' experience in working with traffic signal systems, software development and has completed 2 to 3 projects of a similar nature and proof of the projects are provided. The person has managed 2 or more similar projects with proof and references included.
  3. At least one Traffic signal controller and communications expert. This key person must have 5 to 10 years' experience in working with traffic signal systems, software development and has completed 2 to 3 projects of a similar nature and proof of the projects are provided. The person has managed 2 or more similar projects with proof and references included.

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

**Functionality**

**FUNCTIONALITY** will not be used in the evaluation of tenders.

**Preference Point System**

The procedure for the evaluation of responsive tenders is **PRICE AND PREFERENCE**, in accordance with the Employer’s **SCM Policy: Section 52: Preferential Procurement**.

The **80/20** preference points system, for requirements with a Rand value of up to R50,000,000 (all applicable taxes included), will be applied. The Formula used to calculate the **Price Points (max. 80)** will be according to that specified below.

**Price Points**

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

**80/20 Procurement System**

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

Where: Ps = Points scored for comparative price of bid under consideration  
 Pt = Comparative price of bid under consideration  
 Pmin = Comparative price of lowest acceptable bid

**Preference Points**

Reference is to be made to **Returnable Form: MBD 6.1: Preference Points Claim**.

Broad-Based Black Economic Empowerment (SCM Policy Section 52.5)

The provisions of the SCM Policy: **Section 52.5: Broad-Based Black Economic Empowerment** shall apply. Reference is to be made to **Returnable Form: MBD 6.1: Preference Points Claim**.

Preference Points will be derived from points claimed for their B-BBEE Status Level of Contributor, as indicated on their B-BBEE Status Level Verification Certificates, on **Returnable Form: T2.2.6: MBD 6.1**, in accordance with the table below.

80/20 Preference Points System (maximum Preference Points: 20)				
B-BBEE Level Contributor	Preference Points		B-BBEE Level Contributor	Preference Points
1	20		5	8
2	18		6	6
3	14		7	4
4	12		8	2
Non-Compliant: 0				

**C.3.13 Acceptance of tender offer:**

In addition to the requirements of **Tender Data: C.3.13** of the **Standard Conditions of Tender**, tender offers will only be accepted if:

- (a) The Tenderer's municipal rates and taxes are not in arrears, or they have made arrangements to meet outstanding municipal fee obligations.
- (b) The Tenderer's tax compliance status has been verified, or they have made arrangements to meet outstanding tax obligations.
- (c) If applicable, the Tenderer is **registered**, and "**Active**", with the **Construction Industry Development Board** in an appropriate contractor grading designation.
- (d) The Tenderer or any of its directors/ shareholders are **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.
- (e) The Tenderer has not:
  - i) Abused the Employer's Supply Chain Management System; or
  - ii) Failed to perform on any previous contract and has been given a written notice to this effect.
- (f) The Employer is reasonably satisfied that the Tenderer has in terms of the Construction Regulations (2014), issued in terms of the Occupational Health and Safety Act (1993), the **necessary competencies and resources to carry out the work safely**.

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.

The municipality has a firm intention to proceed with the work, subject to funding being identified. Notwithstanding the **Standard Conditions of Tender: C.1.1.3** of, the municipality reserves the right to award or not award the tender based on the municipalities available budget.

#### **C.3.15 Complete adjudicator's contract:**

Refer to the **Conditions of Contract** and the **Contract Data**.

#### **C.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 referred to the requirements as stated in the **Tender Data: C.2.13**.

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

#### **T1.2.3.1 Complaints and Objections (Appeals)**

Reference is to be made to Clause 49 of the eThekwini Supply Chain Management Policy.

In terms of Section 49 of the Ethekwini SCM Policy any person aggrieved by decisions taken in the implementation of the SCM System may lodge, within 14 days of notification thereof, a written objection against the decision. The objection with regard to the decision is 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

Any objection will only be processed upon receipt of a non-refundable administration fee of **R1,814.00** (including VAT), as stipulated in the Municipality's current SCM Policy. An objection will only be considered upon receipt of proof of payment of this fee which must be paid into the following bank account as a real-time payment:

EThekwini Metropolitan Municipality  
First National Bank (FNB)  
Account Number: 631-6574-6331  
Reference Number: **32333-1T**

#### **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:

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

#### **T1.2.3.4 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 and signed as required.

The Tenderer is required to complete and sign 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**

T2.2.1	Compulsory Enterprise Questionnaire .....	28
T2.2.2	Certificate of Attendance at Clarification Meeting/ Site Inspection .....	29
T2.2.3	MBD 4: Declaration of Interest .....	30
T2.2.4	MBD 5: Declaration for Procurement Above R10 Million (if applicable) .....	32
T2.2.5	Contracts Awarded by Organs of State in the past 5 years .....	33
T2.2.6	MBD 6.1: Preference Points Claim Form (SCM Policy Section 52.5).....	34
T2.2.8	MBD 8: Declaration of Bidder's Past SCM Practices .....	37
T2.2.9	MBD 9: Certificate of Independent Bid Determination .....	39
T2.2.10	Declaration of Municipal Fees .....	41
T2.2.11	Contractor's Health and Safety Declaration .....	42
T2.2.12	CSD Registration Report.....	44
T2.2.14	Joint Venture Agreements (if applicable) .....	45
T2.2.15	Record of Addenda to Tender Documents.....	46
T2.2.16	Experience of Tenderer.....	47

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

T2.2.16	Experience of Tenderer.....	50
T2.2.17	Proposed Organisation and Staffing .....	51
T2.2.18	Key Personnel .....	52
T2.2.19	Experience of Key Personnel .....	53
T2.2.21	Project Methodology.....	54

**Contract Part:** The Tenderer is required to complete following forms:

C1.1.1	Form of Offer .....	55
C1.2.2.2	Data to be Provided by Contractor .....	58
C2.2	Bill of Quantities .....	63

**T2.2.1 COMPULSORY ENTERPRISE QUESTIONNAIRE**

Ref	Description	Tenderer to Complete	
1.1	Name of enterprise		
1.2	Name of enterprise’s representative		
1.3	Email address of representative		
1.4	Contact numbers of representative	Tel:	Cell:
1.5	National Treasury Central Supplier Database Registration number	MAAA	
1.6	VAT registration number, if any:		
1.7	CIDB registration number, if any:		
1.8	Department of Labour: Registration number		
1.9	Department of Labour: Letter of Good Standing Certificate number		

2.0 Particulars of sole proprietors and partners in partnerships (attach separate pages if more than 4 partners)			
	Full Name	Identity No.	Personal income tax No. *
2.1			
2.2			
2.3			

3.0 Particulars of companies and close corporations	
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 **MBD 4, MBD 6, MBD 8, and MBD9** issued by National Treasury must be completed for each tender and be included as a tender requirement.

**\* Tenderers are to include, at the back of their tender submission, a printout of their SARS “Tax Compliance Status – PIN Issued” certificate, failing which the tender submission will be deemed non-responsive.**

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 Tenderer’s 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 the **Tender Data: C.2.1.1(a) and C.2.7.**

This is to certify that:

(entity name):

of (address):

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

was represented by the person(s) named below at the Clarification Meeting for Contract **32333-1T** held for all Tenderers, the details of which are stated in the **Tender Data: C.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 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	
Name of enterprise’s representative	
3.2 ID Number of enterprise’s representative	
3.3 Position enterprise’s representative occupies in the enterprise	
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. In the case of a joint venture, information in respect of each partnering enterprise must be completed and submitted.

3.8 Are you presently in the service of the state?	<table style="margin: auto; border-collapse: collapse;"> <tr> <td colspan="2" style="padding: 2px;">Circle Applicable</td> </tr> <tr> <td style="padding: 2px; text-align: center;">YES</td> <td style="padding: 2px; text-align: center;">NO</td> </tr> </table>	Circle Applicable		YES	NO
Circle Applicable					
YES	NO				

If yes, furnish particulars: .....

.....

3.9 Have you been in the service of the state for the past twelve months? 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			

**Failure to complete this form in full, sign, and return with the tender submission will result in the tender offer being deemed 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.*

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

**Date**

**SIGNATURE:** .....

**T2.2.4 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 In terms of the Companies and Intellectual Property Commission (CIPC) requirements and applicable legislation, are you required to have your Annual Financial Statements audited?	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. The audited annual financial statements are to be included at the back of the tender submission.</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.  SEE Returnable Document "Contracts Awarded by Organs of State in the Past 5 Years"		
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.  .....  .....		

**Failure to complete this form in full, sign, and return with the tender submission will result in the tender offer being deemed 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, if required, that the requested documentation has been included in the tender submission.*

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

**SIGNATURE:** .....

**T2.2.5 CONTRACTS AWARDED BY ORGANS OF STATE IN THE PAST 5 YEARS**

In terms of SCM Policy Section 20(1)(d)(iii), Tenderers are to provide details of Works undertaken for the Government or Public Sector entities/ Organs of State in the past 5 Years, including particulars of any material non-compliance or dispute concerning the execution of such contract.

Material non-compliance or dispute (Yes or No)													
Date Completed													
Value of Work													
Consulting Engineer/ Engineers representative													
Employer													
Contract Number													

*I, the undersigned, who warrants that they are authorised to sign on behalf of the entity, 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:** \_\_\_\_\_

**T2.2.6 MBD 6.1: PREFERENCE POINTS CLAIM)** (SCMP 52.5: Broad-Based Black Economic Empowerment)

This form serves as a claim form for preference points for **Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution**. **Reference is to be made to the Tender Data: C.3.11.**

**1.0 GENERAL CONDITIONS**

1.1 The relevant **Preference Points System (80/20 or 90/10)** applicable to this bid is stated in the **Tender Data: C.3.11**.

1.2 **Failure on the part of a bidder to fill in and/ or sign this form, and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS), or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA), or sworn affidavits in the case of Exempted Mico Enterprises or Qualifying Small Enterprises, together with the bid, will be interpreted to mean that preference points for B-BBEE Status Level Of Contribution are not claimed.**

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

**2.0 ADJUDICATION USING A POINT SYSTEM**

2.1 The bidder obtaining the highest number of total points will be recommended for the award of the contract.

2.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.

2.3 Points scored will be rounded off to the nearest 2 decimal places.

2.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.

2.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.

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

**3.0 POINTS AWARDED FOR PRICE**

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

**80/20 Procurement System**

or

**90/10 Procurement System**

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

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

Where: Ps = Points scored for comparative price of bid under consideration  
Pt = Comparative price of bid under consideration  
Pmin = Comparative price of lowest acceptable bid

**4.0 POINTS ALLOCATED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION**

- 4.1 Preference points must be claimed by a bidder for attaining the **B-BBEE Status Level of Contribution** in accordance with the applicable table below:

<b>80/20 Preference Points System</b>	
<b>B-BBEE Level Contributor</b>	<b>Preference Points</b>
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-Compliant	0

- 4.2 All bidders must submit B-BBEE Status Level of Contribution Certificates, issued by either verification agencies accredited by the South African Accreditation System (SANAS), or by registered auditors approved by the Independent Regulatory Board for Auditors (IRBA), **or sworn affidavits** in a case of an Exempted Micro Enterprise (EME) or a Qualifying Small Enterprise (QSE).
- 4.3 Any enterprise with an annual Total Revenue of R 10 million or less qualifies as an Exempted Micro-Enterprise.
- 4.4 Exempted Micro-Enterprises are deemed to have B-BBEE Status of "Level Four Contributor" having a B-BBEE procurement recognition of 100% in terms of the Codes of Good Practice.
- 4.5 An Exempted Micro Enterprise (EME) with at least 51% black ownership qualifies as a Level 2 contributor with BBBEE level of 125% in terms of the Codes of Good Practice.
- 4.6 An Exempted Micro Enterprise with 100% black ownership qualifies as a Level 1 contributor with BBBEE level of 135% in terms of the Codes of Good Practice.
- 4.7 An Exempted Micro Enterprise that is regarded as a specialized enterprise with at least 75% black beneficiaries qualifies as a Level 1 contributor with BBBEE level of 135% in terms of the Codes of Good Practice.
- 4.8 An Exempted Micro Enterprise that is regarded as a specialized enterprise with at least 51% black beneficiaries qualifies as a Level 2 contributor with BBBEE level of 125% in terms of the Codes of Good Practice.
- 4.9 A Qualifying Small Enterprise (QSE) with at least 51% black ownership qualifies as a Level 2 contributor.
- 4.10 A QSE with 100% black ownership qualifies as a Level 1 contributor.
- 4.11 A QSE that is regarded as a specialized enterprise with at least 51% black beneficiaries qualifies as a Level 2 contributor with BBBEE level of 125% in terms of the Codes of Good Practice.
- 4.12 A QSE with less than 51% black ownership is required to submit a BBBEE level verification certificate issued by a BBBEE verification professional.
- 4.13 A Trust, consortium or joint venture:
- must submit a B-BBEE status level certificate in order to qualify for points;
  - may qualify for points as an unincorporated entity provided, that they submit their consolidated scorecard is prepared for separate tender; and
  - where no consolidated scorecard exists, the weighted average (in accordance with participation percentages) must be used and rounded off to the nearest status level.
- 4.14 Gazetted Sector Codes supersede Generic Codes.

**5.0 SUB-CONTRACTING**

- 5.1 B-BBEE points must not be awarded to a tenderer who intends sub-contracting more than 25% of the value of the contract to an enterprise that does not qualify for at least the points that such contractor qualifies for, unless the intended sub-contractor is an EME who has the ability and capability to execute the contract.
- 5.2 A person awarded a contract may not sub-contract more than 25% of the value of the contract to an enterprise that does not have an equal or higher B-BBEE status level, unless the intended sub-contractor is an EME who has the ability and capability to execute the contract.
- 5.3 A person awarded a contract in relation to a designated sector may not sub-contract in such a manner that the **Local Production and Content** of the overall value of the contract is reduced to below the prescribed minimum threshold.

**6.0 BID DECLARATION**

- 6.1 Bidders who wish to claim points in respect of **B-BBEE Status Level of Contribution** must complete the following:

B-BBEE Status Level of Contribution	Tenderer's Preference Points Claim (maximum of 10 or 20 points)
Points claimed must be in accordance with the relevant table reflected in paragraph 4.1 and must be substantiated by means of a B-BBEE Status Level of Contribution Certificate issued by a verification agency accredited by the South African Accreditation System (SANAS), or by registered auditors approved by the Independent Regulatory Board for Auditors (IRBA), or sworn affidavits in a case of an Exempted Micro Enterprise (EME) or a Qualifying Small Enterprise (QSE).	

**Tenderers are to include, at the back of their tender submission, their B-BBEE Status Level of Contribution Certificate, or sworn affidavits, failing which no Preference Points will be deemed to have been claimed.**

*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:** .....

**T2.2.8 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.

.....

.....

	Circle Applicable	
<p>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?</p> <p>4.4.1 If YES, provide particulars.</p> <p>.....</p> <p>.....</p>	YES	NO
<p>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?</p> <p>4.5.1 If YES, provide particulars.</p> <p>.....</p> <p>.....</p>	YES	NO

**Failure to complete this form in full, sign, and return with the tender submission will result in the tender offer being deemed 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.*

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

**T2.2.9 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 below **Certificate of Independent Bid Determination** must be completed and submitted with the bid.

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid for: Contract **1T-32333**  
**PROVISION OF A REMOTE MONITORING SYSTEM FOR TRAFFIC SIGNALS FOR 36 MONTHS**

in response to the invitation for the bid made by: **ETHEKWINI MUNICIPALITY**

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

I certify, on behalf of: .....

that:

(continued on next page)

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.

**Failure to complete this form in full, sign, and return with the tender submission will result in the tender offer being deemed non-responsive.**

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

**Date**

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

**T2.2.10 DECLARATION OF MUNICIPAL FEES**

Reference is to be made to the **Tender Data: C.2.23 and C.3.13(a)**.

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												

- If applicable, a copy of a recent (within the past 3 months) Metro Bill is to be provided.

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.
- Where a Tenderer’s place of business or business interests are carried out from premises as part of any other 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, copies of the above-mentioned account’s, agreements signed with the municipality, lease agreements, or official letters.**

**Failure to complete this form in full, sign, and return the required documents with the tender submission will result in the tender offer being deemed 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:** \_\_\_\_\_

**T2.2.11 CONTRACTOR'S HEALTH AND SAFETY DECLARATION**

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

In terms of Clause 5(1)(h) of the OHS Act 1993 Construction Regulations 2014 (referred to as "the Regulations" hereafter), a Principal Contractor may only be appointed to perform construction work if the Client is satisfied that the Principal Contractor has the necessary competencies and resources to carry out the work safely in accordance with the Occupational Health and Safety Act No 85 of 1993 and the OHS Act 1993 Construction Regulations 2014.

To that effect, a person duly authorised by the Tenderer, must complete and sign the declaration hereafter in detail.

**Declaration by Tenderer**

- 1 I, the undersigned, hereby declare and confirm that I am fully conversant with the Occupational Health and Safety Act No 85 of 1993 (as amended by the Occupational Health and Safety Amendment Act No 181 of 1993), and the OHS Act 1993 Construction Regulations 2014.
- 2 I hereby declare that my company has the competence and the necessary resources to safely carry out the construction work under this contract in compliance with the Construction Regulations and the Employer's Health and Safety Specifications.
- 3 I propose to achieve compliance with the Regulations by one of the following **(Tenderers are to Circle Applicable - Yes or No)**:

Circle Applicable	
Yes	No

- (a) From my own competent resources as detailed in 4(a) hereafter.
- (b) From my own resources still to be appointed or trained until competency is achieved, as detailed in 4(b) hereafter:
- (c) From outside sources by appointment of competent specialist Subcontractors as detailed in 4(c) hereafter:

4 Details of resources I propose:  
*(Note: Competent resources shall include safety personnel such as a construction supervisor and construction safety officer as defined in Regulation 8, and competent persons as defined in Regulations 9, 10, 11, 12, 13, 14, 16, 17, 20, 21, 22, 23(1), 24, 25, 26, 27, 28 and 29, as applicable).*

- (a) Details of the competent and qualified key persons from my company's own resources, who will form part of the contract team:

NAMES OF COMPETENT PERSONS	POSITIONS TO BE FILLED BY COMPETENT PERSONS

(b) Details of training of persons from my company's own resources (or to be hired) who still have to be trained to achieve the necessary competency:

(i) By whom will training be provided?

(ii) When will training be undertaken?

(iii) Positions to be filled by persons to be trained or hired:


(c) Details of competent resources to be appointed as subcontractors if competent persons cannot be supplied from own company:

Name of proposed subcontractor:

Qualifications or details of competency of the subcontractor:


5 I, the undersigned, hereby undertake, if this tender is accepted, to provide, before commencement of the works under the contract, a suitable and sufficiently documented Health and Safety Plan in accordance with Regulation 7(1) of the Construction Regulations, which plan shall be subject to approval by the Client.

6 I, the undersigned, confirm that copies of this company's approved Health and Safety Plan, the Client's Safety Specifications as well as the OHSa 1993 Construction Regulations 2014 will be provided on site and will at all times be available for inspection by the Principal Contractor's personnel, the Client's personnel, the Employer's Agent, visitors, and officials and inspectors of the Department of Labour.

7 I, the undersigned, hereby confirm that adequate provision has been made in the tendered rates and prices in the Bill of Quantities to cover the cost of all resources, actions, training and all health and safety measures envisaged in the OHSa 1993 Construction Regulations 2014, and that I will be liable for any penalties that may be applied by the Client in terms of the said Regulations (Regulation 33) for failure on the Principal Contractor's part to comply with the provisions of the Act and the Regulations.

8 I, the undersigned, agree that failure to complete and execute this declaration to the satisfaction of the Client will mean that this company is unable to comply with the requirements of the OHSa 1993 Construction Regulations (2014) and accept that this tender will be prejudiced and may be rejected at the discretion of the Client.

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

**T2.2.12 CSD REGISTRATION REPORT**

Reference is to be made to **Tender Data: C.2.1.1(b) and C.2.23.**

The **Tender Data: C.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 following is an example of the printout obtained from the above website.  
 Note: the printout will contain more than one page.

The screenshot shows the CSD Registration Report interface. At the top left is the logo for the Central Supplier Database for Government. To the right are two input fields: 'Report Date:' and 'Report Ran By:'. Below this is a green banner with the text 'CSD REGISTRATION REPORT'. The main content is a table titled 'SUPPLIER IDENTIFICATION' with the following fields:

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, a printout of their CSD Registration Report. The date of obtaining the CSD printout is to be indicated on the printout and should be on or after the date of advertising of this tender.**

**Failure to comply will result in the tender offer being deemed 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:** \_\_\_\_\_

**T2.2.14 JOINT VENTURES AGREEMENTS**

If this tender submission is to be made by an established Joint Venture, the Joint Venture Agreements and Power of Attorney Agreements are to be attached here.

Should the Joint Venture, at the time of submission, not yet be formalised, this form is to be completed in full and signed by all parties to the proposed Joint Venture.

The Lead Partner of the Joint Venture is to sign the **Form of Offer** in Section **C1.1.1**.

**INTENT TO FORM A JOINT VENTURE**

Should our submission for CONTRACT: **32333-1T** be successful, a Joint Venture will be established by the parties as listed below, as an unincorporated association, with the purposes of securing and executing the Contract, for the benefit of the Members.

**Proposed Joint Venture**

Joint Venture Title (name):

Represented by (name):  Tel:

**Lead Partner/ Member 1**

Entity Name:

Ownership Interest in JV %:  CSD Registration:

CIDB #:

Represented by (name): \_\_\_\_\_ Signature: \_\_\_\_\_

**Partner/ Member 2**

Entity Name:

Ownership Interest in JV %:  CSD Registration:

CIDB #:

Represented by (name): \_\_\_\_\_ Signature: \_\_\_\_\_

**Partner/ Member 3**

Entity Name:

Ownership Interest in JV %:  CSD Registration:

CIDB #:

Represented by (name): \_\_\_\_\_ Signature: \_\_\_\_\_

**Note:** All requirements for Joint Ventures, as stated elsewhere in this procurement document, must be complied with in full.

**T2.2.15 RECORD OF ADDENDA TO TENDER DOCUMENTS**

Reference is to be made to the **Tender Data: C.2.6.**

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

\_\_\_\_\_

## **T2.2.16 ELIGIBILITY: EXPERIENCE OF TENDERER**

Reference is to be made to the **Tender Data: C.2.1.3**.

Only those Tenderers that can demonstrate verifiable experience, in works of a similar nature, within the past 10 years, will be eligible to have their tenders evaluated in terms of **Tender Data: C.3.11**.

- The **Eligibility Criteria Requirement** is as stated on **Table 1: “Experience Requirement”**.
- The experience is to be **“Similar in Nature”** to that specified on **Table 2: “Works of a Similar Nature”**. Tenderers are to note the exclusions (if any) stated on this table.
- The **Documentation/ Information** that may be used for verification of the experience submission is specified on **Table 3: “Documentation/ Information Requirements”** (which includes the Notes below the table). The non-submission of this Documentation/ Information may jeopardise the verification of the experience submission and render the submission invalid.
- Tenderers may submit experience gained as **Sub-Contractors or Main Contractors**.

**It is the responsibility of the Tenderer to ensure that the experience submissions comply with the requirements as stated in the Tender Data: C.2.1.3.**

### **Guidance to Tenderers: Experience Submission Form**

#### **Client / Employer Details**

- Provide details for whom the works were carried out (works owner).
- Provide **Contact details of the Client or Main Contractor** (if experience was gained as a sub-contractor) is required to be provided.

The contact details may be used by the Employer to verify the information, pertaining to the experience submission. Should the Employer’s reasonable attempts to make contact with the Client or Main Contractor fail (for whatever reason), that specific experience submission may be considered invalid.

#### **Contract Details**

- Provide the **Contract Reference Number** and **Contract Title**.
- Indicate if this contract has been completed or is still in progress.
- Provide **Contract Dates**.
- Provide **Contract Values** - Where works are still in progress, provide the value of works that have been completed as detailed on the most recent payment to the Contractor / Sub-Contractor. If the works are complete, provide the Final Value of the sub-contract or Final Contract Price.

#### **Scope of Works**

- Indicate the **Works Type(s)** that best describe the works included in the project.  
Select the most applicable option (only 1).
- Indicate the **Works Elements(s)** that were included in the project.  
Select any elements that were included in the contract.

#### **Joint Ventures**

In the event of a Joint Venture (JV) tendering for this contract, experience gained by the separate entities making up the JV may be used as experience, provided that the experience complies with the requirements, as stipulated in **Table 1**, and that the required documentation/ information is provided.

(T2.2.16 is continued on the next page)

**Confirmation of submission of Information/ Documentation**

The Tenderer is to indicate (by marking with an “X” in the shaded column) the documentation that has been included in this tender submission, in support of each experience submission.

		If submitted, mark with an “X”
<b>SUBMISSION #1</b>	Experience Submission Form (completed and signed)	
	Proof of Sub-Contract Agreement (if experience was gained as a sub-contractor)	
	Letter of Award <b>OR</b> Form of Offer & Acceptance	
	Most recent Payment Certificate (with Quantities <u>summary</u> ), <b>OR</b> most recent INVOICE (with Quantities <u>summary</u> )	
	Final Payment Certificate (with Quantities <u>summary</u> ), <b>OR</b> most recent INVOICE (with Quantities <u>summary</u> )	
	Completion Certificate	
<b>SUBMISSION #2</b>	Experience Submission Form (completed and signed)	
	Proof of Sub-Contract Agreement (if experience was gained as a sub-contractor)	
	Letter of Award <b>OR</b> Form of Offer & Acceptance	
	Most recent Payment Certificate (with Quantities <u>summary</u> ), <b>OR</b> most recent INVOICE (with Quantities <u>summary</u> )	
	Final Payment Certificate (with Quantities <u>summary</u> ), <b>OR</b> most recent INVOICE (with Quantities <u>summary</u> )	
	Completion Certificate	
<b>SUBMISSION #3</b>	Experience Submission Form (completed and signed)	
	Proof of Sub-Contract Agreement (if experience was gained as a sub-contractor)	
	Letter of Award <b>OR</b> Form of Offer & Acceptance	
	Most recent Payment Certificate (with Quantities <u>summary</u> ), <b>OR</b> most recent INVOICE (with Quantities <u>summary</u> )	
	Final Payment Certificate (with Quantities <u>summary</u> ), <b>OR</b> most recent INVOICE (with Quantities <u>summary</u> )	
	Completion Certificate	

**Note: Should there be insufficient evidence for verification of the information submitted for any specific experience submission, that experience submission will be deemed invalid.**

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

**EXPERIENCE SUBMISSION #1**

Reference is to be made to the **Tender Data: C.2.1.3.**

(Where required, in the shaded areas, clearly mark selection with an "X" or circle applicable)

<b>Experience as a:</b>	Sub-Contractor:		Main Contractor:
-------------------------	-----------------	--	------------------

<b>Client/ Employer OR Main Contractor's Details</b>  Should the Employer's reasonable attempts to make contact, to verify the information provided, fail (for whatever reason) this experience submission WILL be considered invalid.	Entity Name:													
	Contact Name:													
	Contact Tel:						-							
	Contact Cell:						-							
	Contact email / other:													
Enter the Client/ Employer's details, OR, if the works was done as a sub-contractor, enter the Main Contractor's Details														

<b>Contract Details</b>	Contract (Reference) Number:											
	Contract Title:											
	Has this Contract been completed?	Y	N	Commencement Date:	d	d	m	m	2	0	y	y
			Completion Date (if applicable):	d	d	m	m	2	0	y	y	
Tendered Value (Contract Sum) OR Sub-Contract Value:	<b>R</b>	Final Contract Price OR Final Value of Sub-Contract:										<b>R</b>

**Contract Scope-of-Work (Type of Project and Works Elements):**

<b>Which Works Type(s) best describe the project?</b>		
Database design		Traffic signal software related work
Software development		Traffic signal related work
Remote monitoring systems		
Other		

Confirmation of documentation submitted is to be recorded on Page 48.

**Failure to complete this form, sign, and return with the tender submission will result in the experience submission being deemed unacceptable.**

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



**T2.2.17 PROPOSED ORGANISATION and STAFFING**

The Tenderer should propose the structure and composition of their team i.e. the main disciplines involved, the key staff member / expert responsible for each discipline, and the proposed technical and support staff and site staff.

The roles and responsibilities of each key staff member / expert should be set out as job descriptions. In the case of an association / joint venture / consortium, it should, indicate how the duties and responsibilities are to be shared.

The Tenderer must attach their organization and staffing proposals to this page. This is to include both the on-site and off-site staffing resources used for this project showing key roles to address the following:

- Strong Project Management Skills
- Software Development Expertise
- Database Expertise
- Hardware Development Expertise

In addition to any lists, this information should also be shown in an organogram format (flow chart) clearly indicating the staff hierarchy and reporting lines, again for on- and off-site resources.

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

\_\_\_\_\_  
 -----

\_\_\_\_\_

**T2.2.18**     **KEY PERSONNEL**

The Tenderer shall list below the personnel which he intends to utilize on the Works, including key personnel (Software/Electrical design engineer, Project leader; Traffic signal communication expert) which may have to be brought in from outside if not available locally.

CATEGORY OF EMPLOYEE	NUMBER OF PERSONS	
	KEY PERSONNEL, PART OF THE CONTRACTOR'S ORGANISATION	KEY PERSONNEL TO BE IMPORTED IF NOT AVAILABLE LOCALLY
Software/Electrical design engineer		
Project leader		
Traffic signal controller and communication expert		
Unskilled Workers		
Others		
..... ...		

Note: CVs of key personnel may be requested during the contract period.

*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:** \_\_\_\_\_  
.....

**T2.2.19 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 (total duration of professional activity), level of education and training and positions held of each discipline specific team leader.
- 2) The education, training, skills and experience of the Assigned Staff in the specific sector, field, subject, etc which is directly linked to the scope of work.
- 3) The key staff members' / experts' knowledge of issues which the Tenderer considers pertinent to the project e.g. local conditions, affected communities, legislation, techniques etc.

**A CV of Software/Electrical design engineer, Project leader, and Traffic signal controller and communication expert of not more than 2 pages should be attached to this schedule:**

Each CV should be structured under the following headings:

- a) Personal particulars
  - name
  - date and place of birth
  - place (s) of tertiary education and dates associated therewith
  - professional awards
- b) Qualifications (degrees, diplomas, grades of membership of professional societies and professional registrations)
- c) Skills
- d) Name of current employer and position in enterprise
- e) Overview of post-graduate / diploma experience (year, organization and position)
- f) 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.*

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

**Date** \_\_\_\_\_

**SIGNATURE:** .....

\_\_\_\_\_

**T2.2.21 PROJECT METHODOLOGY**

- 1) Tenderers shall supply a detailed methodology outlining the system criteria as detailed in the Scope of Works – Section C3. The approach paper must respond to the scope of work and outline the proposed approach / methodology. The approach paper should articulate what added value the tenderer will provide in achieving the stated objectives for the project.

The Tenderer must as such explain its understanding of the objectives of the assignment and the Purchaser’s stated and implied requirements, highlight the issues of importance, and explain the technical approach they would adopt to address them. The approach paper should explain the methodologies which are to be adopted and demonstrate the compatibility of those methodologies with the proposed approach.

The approach should also include a quality plan which outlines processes, procedures and associated resources, applied by whom and when, to meet the requirements and indicate how risks will be managed and what contribution can be made regarding value management.

- 2) Tenderers shall supply a detailed project programme indicating timescales for the remote monitoring system’s implementation (showing each phase of implementation).

**The Tenderer must attach their Project Methodology information to this page.**

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

**PART C1: AGREEMENT 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: **32333-1T**

Contract Title: **PROVISION OF A REMOTE MONITORING SYSTEM FOR TRAFFIC SIGNALS FOR 36 MONTHS**

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** : .....  
 : .....

**Telephone** : .....

**Witness:**

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

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

**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

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

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto 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 fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Tenderer (now 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 **General Conditions of Contract for Construction Works (2015 3<sup>rd</sup> Edition) (GCC 2015)** published by the South African Institution of Civil Engineering. Copies of these conditions of contract may be obtained from the South African Institution of Civil Engineering (Tel: 011-805-5947, Fax: 011-805-5971, E-mail: [civilinfo@saice.org.za](mailto:civilinfo@saice.org.za)).

The Contract Data (including variations and additions) shall amplify, modify, or supersede, the GCC 2015 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 GCC 2015 to which it mainly applies.

**C1.2.2 CONTRACT DATA****C1.2.2.1 DATA TO BE PROVIDED BY THE EMPLOYER**

1.1.1.13 The **Defects Liability Period**, from the date of the Certificate of Completion, is 12 months.

1.1.1.14 The Works are to be completed in portions as set out in the Scope of Work. The time for achieving Practical Completion of the portions is as follows:

No	Programme	Months
<b>1</b>	<b>Software development and implementation</b>	
1.1	Technical specifications, workshops with Controller Suppliers	2
1.2	Software development	3
1.3	Development and testing of prototype	1
1.4	Installation first 100	2
1.6	Total duration from date of appointment	<b>8</b>
<b>2</b>	Maintenance and support (To start after all intersections have been commissioned within the 8 months) * or Shorter if 8 months development and implementation is exceeded	28*
<b>3</b>	<b>Total Contract Duration</b>	<b>36</b>

The whole of the Works shall be completed within: **36 months**.

1.1.1.15 The Employer is the eThekweni Municipality as represented by:  
Deputy Director: **TRANSPORT AUTHORITY**

1.2.1.2 The address of the Employer is:  
Physical: **ETA, 166 K.E. Masinga Road, DURBAN, 4001**  
Postal: **ETA, P O Box 680, DURBAN, 4000**  
Telephone: **031 311 7782**  
Fax:  
E-Mail: **bethuel.manthoadi@durban.gov.za**

1.1.1.16 The **name of the Employer's Agent** is Ashvir Harcharan

1.2.1.2 The address of the Employer' Agent is: Ashvir Harcharan  
 Physical: [ETA, 166 K.E. Masinga Road, DURBAN, 4001](#)  
 Postal: [ETA, P O Box 680, DURBAN, 4000](#)  
 Telephone: 031 311 7782  
 Fax:  
 E-Mail: [Ashvir.harcharan@durban.gov.za](mailto:Ashvir.harcharan@durban.gov.za)

1.1.1.26 The **Pricing Strategy** is by **Fixed sum**.

3.2.3 The Employer's Agent shall obtain the **specific approval of the Employer** before executing any of his functions or duties according to the following Clauses of the General Conditions of Contract:

- 6.3: Council approval in order to authorise any expenditure in excess of the Tender Sum plus **15%** contingencies.

5.3.1 The **documentation required** before commencement with Works execution are:

- N/A

5.4.2 The access and possession of Site shall not be exclusive to the Contractor but as set out in the Site Information.

5.13.1 The **penalty for delay** in failing to complete the Works is **R 20 000** (per Day).

5.16.3 The **latent defect liability** period is 1 **Year**.

6.2.1 **Security (Performance Guarantee)**: Delete the word "selected" and replace it with "stated".

The liability of the Performance Guarantee shall be as per the following table:

Value of Contract (incl. VAT)	Performance Guarantee Required
Less than or equal to R 1m	Nil
Greater than R 1m and less than or equal to R 10m	5% of the Contract Sum
Greater than R 10m	10% of the Contract Sum

8.6.1.2 **SASRIA Coupon Policy** for Special Risks to be issued in joint names of Council and Contractor for the full value of the works (including VAT).

8.6.1.1.3 The **amount to cover professional fees** for repairing damage and loss to be included in the insurance sum: **R 5,000,000**.

8.6.1.3 The limit of indemnity for **liability insurance**: **R 10,000,000**.

8.6.1.5 Furthermore, the insurance cover effected by the Contractor shall meet the following requirements:

#### **Third Party Insurance (Public Liability)**

- Minimum amount for any one occurrence, unlimited as to the number of occurrences, for the period of the contract, inclusive of the maintenance period: **R 1,000,000**.
- Consequential loss to be covered by policy: **Yes**
- Liability section of policy to be extended to cover blasting: **Nil**
- Maximum excess per claim or series of claims arising out of any one occurrence: **R 20,000**.

#### **Principal's own surrounding Property Insurance**

- Minimum amount for any one occurrence unlimited as to the number of occurrences against any claim for damage which may occur to the Council's own surrounding property: **R500,000**.
- Maximum first excess: **R 10,000**.

#### **Insurance of Works**

- Minimum amount for additional removal of debris (no damage): **Nil**
- Minimum amount for temporary storage of materials off site, excluding Contractor's own premises: **Nil**
- Minimum amount for transit of materials to site: **Nil**

8.6.5 **Approval by Employer:** At the end of the sub-clause, add the following paragraph:

"Except where otherwise provided in the Special Conditions of Contract, the insurance cover effected by the Contractor in terms of this clause shall not carry a first loss amount greater than those set out below:

<b>Contract Price</b>	<b>First Loss</b>
Less than R 100,000	R 5,000
R 100,000 to R 500,000	R 10,000
R 500,000 to R 1,000,000	R 20,000
R 1,000,000 to R 2,000,000	R 30,000
R 2,000,000 to R 4,000,000	R 40,000
Greater than R 4,000,000	R 50,000

The insurance policy shall contain a specific provision whereby cancellation of the policy prior to the end of the period referred to in Cause 8.2.1 cannot take place without the prior written approval of the Employer. "

10.5.1 **Dispute resolution** is to be by means of ad-hoc adjudication

**C1.2.2.2 DATA TO BE PROVIDED BY CONTRACTOR**

1.1.1.9 The legal name of Contractor is:

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

1.2.1.2 The Physical address of the Contractor is:

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

The Postal address of the Contractor is:

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

The contact numbers of the Contractor are:

Telephone: .....

Fax: .....

The E-Mail address of the Contractor is:

.....

**C1.2.3 ADDITIONAL CONDITIONS OF CONTRACT****C1.2.3.5 PERFORMANCE MONITORING OF SERVICE PROVIDERS**

The Contractor shall be subjected to “Performance Monitoring” assessments in terms of the applicable Section (S.53) of the Employer’s Supply Chain Management Policy.

Key Performance Indicators (KPIs) are specified in the C3: Scope of Works, or will be discussed and agreed with the Contractor before commencement of the contract.

**C1.2.3.6 EXCEPTED RISKS (Clause 8.3)**

Pursuant to Clause 8.3 of the Conditions of Contract (GCC 2015), the Employer shall not be liable for the payment of standing time costs as a result of the occurrence of any of the “Excepted Risks” as defined under Clause 8.3.

Expected Risks : Theft due to onsite work

## **C2.1: PRICING ASSUMPTIONS / INSTRUCTIONS**

### **C2.1.1 GENERAL**

The Bill of Quantities forms part of the Contract Documents and must be read and priced in conjunction with all the other documents comprising the Contract Documents (refer to C.1.2 of the Tender Data).

### **C2.1.2 PRICING INSTRUCTIONS AND DESCRIPTION OF ITEMS IN THE SCHEDULE**

Measurement and payment shall be in accordance with the relevant provisions of **Clause 8 of each of the Standard Engineering Specifications** referred to in the Scope of Work. The Preliminary and General items shall be measured in accordance with the provisions of **C2.1.8**.

The descriptions of the items in the Bill of Quantities are for identification purposes only and comply generally with those in the Standard Engineering Specification.

**Clause 8 of each Standard Engineering Specification**, read together with the relevant clauses of the Scope of the works, set out what ancillary or associated work and activities are included in the rates for the operations specified. Should any requirements of the measurement and payment clause of the applicable Standard Engineering Specification, or the Scope of the works, conflict with the Bill of Quantities, the requirements of the Standard Engineering Specification or Scope of the work, as applicable, shall prevail.

### **C2.1.3 QUANTITIES REFLECTED IN THE SCHEDULE**

The quantities given in the Bill of Quantities are estimates only, and subject to re-measuring during the execution of the work. The Contractor shall obtain the Employer's Agent's detailed instructions for all work before ordering any materials or executing work or making arrangements for it.

The Works as finally completed in accordance with the Contract shall be measured and paid for as specified in the Bill of Quantities and in accordance with the General and Special Conditions of Contract, the Specifications and Project Specifications and the Drawings. Unless otherwise stated, items are measured net in accordance with the Drawings, and no allowance

has been made for waste.

The validity of the contract will in no way be affected by differences between the quantities in the Bill of Quantities and the quantities finally certified for payment.

### **C2.1.5 MONTHLY PAYMENTS**

Unless otherwise specified in the Specifications and Project Specifications, progress payments in Interim Certificates, referred to in **Clause 6.10.1 of the General Conditions of Contract**, in respect of "sum" items in the Bill of Quantities shall be by means of interim progress instalments assessed by the Employer's Agent and based on the measure in which the work actually carried out relates to the extent of the work to be done by the Contractor.

### **C2.1.4 PROVISIONAL SUMS / PRIME COST SUMS**

Where Provisional Sums or Prime Cost sums (PC Sum) are provided for items in the Bill of Quantities, payment for the work done under such items will be made in accordance with **Clause 6.6 of the General Conditions of Contract**. The Employer reserves the right, during the execution of the works, to adjust the stated amounts upwards or downwards according to the work actually done under the item, or the item may be omitted altogether, without affecting the validity of the Contract.

The Tenderer shall not under any circumstances whatsoever delete or amend any of the sums inserted in the "Amount" column of the Bill of Quantities and in the Summary of the Bill of Quantities unless ordered or authorized in writing by the Employer before closure of tenders. Any unauthorized changes made by the Tenderer to provisional items in the schedule, or to the provisional percentages and sums in the Summary of the Bill of Quantities, will be treated as arithmetical errors.

### **C2.1.6 PRICING OF THE BILL OF QUANTITIES**

The prices and rates to be inserted by the Tenderer in the Bill of Quantities shall be the full inclusive prices to be paid by the Employer for the work described under

the several items, and shall include full compensation for all costs and expenses that may be required in and for the completion and maintenance during the defects liability period of all the work described and as shown on the drawings as well as all overheads, profits, incidentals and the cost of all general risks, liabilities and obligations set forth or implied in the documents on which the Tender is based.

Each item shall be priced and extended to the "Total" column by the Tenderer, with the exception of the items for which only rates are required (Rate Only), or items which already have Prime Cost or Provisional Sums affixed thereto. If the Contractor omits to price any items in the Bill of Quantities, then these items will be considered to have a nil rate or price.

All items for which terminology such as "inclusive" or "not applicable" have been added by the Tenderer will be regarded as having a nil rate which shall be valid irrespective of any change in quantities during the execution of the Contract.

All rates and amounts quoted in the Bill of Quantities shall be in Rands and Cents and shall include all levies and taxes (other than VAT). VAT will be added in the Summary of the Bill of Quantities.

#### C2.1.7 "RATE ONLY" ITEMS

The Tenderer shall fill in rates for all items where the words "Rate Only" appear in the "Total" column. "Rate Only" items have been included where:

- (a) an alternative item or material is contemplated;
- (b) variations of specified components in the make-up of a pay item may be expected; and
- (c) no work under the item is foreseen at tender stage but the possibility that such work may be required is not excluded.

For "Rate Only" items no quantities are given in the "Quantity" column but the quoted rate shall apply in the event of work under this item being required. The Tenderer shall however note that in terms of the

Tender Data the Tenderer may be asked to reconsider any such rates which the Employer may regard as unbalanced.

#### C2.1.8 PRELIMINARY AND GENERAL

The Preliminary and General Section is provided to cover the Contractor's expenses incurred in complying with the requirements of the tender documents and consists of the following parts:

- Part AA: Preliminaries
- Part AB: General Specifications
- Part AH: Occupational Health and Safety

**Fixed Charge Items:** Each item should be priced separately and, subject to the Engineer certifying in terms of **Clause 6.7 of the General Conditions of Contract** that the work has been done, payment will be made as follows:

- (i) the total amount due when the certified value fixed charge items in this section is less than 5% of the net contract price;
- (ii) when the certified value of fixed charge items in this section is greater than 5% of the net contract price, payment will be limited to 5% of the net contract price. The remainder will be paid when the value of the work done under the contract, excluding the value of fixed charge items in this section, is greater than 50% of the net contract price, excluding the value of fixed charge items in this section.

**Time Related Items:** Any Time Related items not priced shall be deemed to be covered by the prices of other items in the section.

Payment of Time Related items in this section will be made throughout the contract period, the amount per month being the value of the item divided by the completion in months or, if specified in weeks, the equivalent number of months, in terms of **Clause 5.5 of the General Conditions of Contract**. The final monthly increment will only be paid upon the issue of a completion certificate.

The following table provides the detailed pricing instructions per item in the pricing schedule. The reference numbers in the table is the same as the number in the pricing schedule.

Pricing Instructions		
No	Short Name of item	Pricing Instruction
1	<b>Software Development</b>	
1.1	Technical specification	The tendered rate should include time related and all other expenses to develop a technical specification of the proposed RMS to the satisfaction of the client, with the aim of meeting the specifications as provided in this document.
1.1.1	Technical specification	Requirements Gathering & System Architecture: Development of technical specifications for approval by the client, including outline of software design. Items to be invoiced/claimed as follows 80% on completion, 20% on final approved by the ETA.
1.1.2	Technical specification	Detailed Design Specifications with documentation outlining the User Interface.
1.1.3	Technical specification	Validation, Testing Criteria & Compliance: Design of database and reporting functionality. Items to be invoiced/claimed at 80% on completion, 20% on final approved by the ETA.
1.2	Workshops	The tendered rate should include time costs, all travel and accommodation.
1.3	RMS software development	The tendered rate shall include all time costs and other expenses for the development of software, and/ or integration with software as well as configuration and setup of the software, database, reporting tools as well as the development of tools to allow push notifications to a smart phone based mobile application. Note this fee must include the transfer of the licence to the ETA. Items to be invoiced/claimed at 50% once the first 10 traffic controllers are online. 30% once 50 traffic controllers are online. The final 20% on 100 traffic controllers online and transfer of the licence to ETA.
1.4	Licences	On completion of the contract (100 controllers), the tenderer should provide a rate for scalability based on increments of 200 controllers. The tendered rate should include all procurement and integration costs. If existing software and database products are proposed by the tenderer, a list of these with specifications should be provided as part of the tender submission, with licence conditions, the number of users and controllers that can be associated with each licence.
1.5	Database	The database shall be designed and dedicated to the Employer. All data populating the database shall originate solely from the Employer's traffic signal remote monitoring infrastructure. This tendered rate should include all costs - the applicable license fees if any should be specified under item 1.4. Items to be invoiced/claimed at 50% on completion of the database and reporting; 25% once 30 days data is populated and reporting is successful for a minimum of 10 traffic controllers; the balance of 25% once all 100 traffic controllers are online and reporting.
1.6	Work by others	If required, existing controller suppliers will be required to provide input, develop applications or review the technical specifications, and their contributions will be refunded from this amount. A handling fee of 2.5% on the payment of these suppliers will be paid to the Contractor. Items to be invoiced/claimed as follows: Work done by MX controller supplier (Syntell) 50% weight of 1.6. Work done by ST 950 controller Supplier (Siemens) 50% weight of 1.6.
1.7	Testing	After approval of the technical specifications and database design, and following software configuration, the tenderer shall develop a test regime for approval by the ETA. Testing shall be conducted in a controlled environment (ETA offices, linked to different controller types) using the proposed industrial router, last-gasp power supply, and antenna. The tendered rate shall include all time-related costs and disbursements for testing and unlimited re-testing until compliance with the specification is

		achieved. Items to be invoiced/claimed as follows: RMS Test passed and approved by ETA representative on MX Traffic signal controller (50% weight of 1.7). RMS Test passed ETA representative on ST 950 Traffic signal controller (50% weight of 1.7).
1.8	Mobile application	A mobile application capable of receiving push notifications from the RMS and enabling responses from field technicians shall be developed. Technical specifications shall be defined under Item 1.1. The tendered rate shall include all development costs, licence fees and overheads. A detailed cost breakdown shall be provided with the tender submission.
<b>2</b>	<b>Hardware</b>	
2.1	Protocol translation	This item will be used to pay controller suppliers for hardware which may have to be procured to allow a communications interface to the cloud based solution. A handling fee of 2.5% will be paid on the invoiced amounts.
2.2	Smart TV	Tenderer to provide the details of the proposed Smart TV with tender submission, with final approval of the specification after tender award. The tendered rate should include all costs for transport, anti- theft brackets, installation, configuration and setup.
2.3	Smart mobile device	The tendered rate shall include a rate per smart phone or tablet that can run typical applications such as Outlook, WhatsApp, Google maps as well as the mobile application to receive push notifications from the RMS and to provide responses from the field technician. The tendered rate shall also include a sim card with a data contract that can be topped up.
2.4	Industrial router	The tendered rate shall include design verification to meet the technical specification (section C3.3.8), proof-of-concept testing prior to bulk procurement, supply of mounting brackets/rails, router configuration, programming, and integration with the traffic signal controller. Costs shall include controlled-environment testing and verification of communication between each controller and the cloud or control centre after installation.
2.5	Antenna	The tendered rate shall include supply of an antenna compliant with the technical specification (section C3.3.9), proof-of-concept testing prior to bulk procurement, and all associated costs and overheads.
2.6	Last gasp power supply	The tendered rate for the last gasp power supply should ensure it meets the technical specification and will have to be approved and tested on a proof of concept basis before bulk ordering, cost should include all costs to supply.
2.7	Monthly data communication cost	The tendered rate should allow for the monthly data cost to 100 traffic signal controllers, and the item should be priced per controller per month and will be measurable depending on the number of months or the number of controllers that are active where data is used. The cost should allow for procurement, configuration in each controller and liaison with the service provider. The cost should also include the transfer of the data contracts at the end of the contract to the Client or to a next service provider.

No	Short Name of item	Pricing Instruction
<b>3</b>	<b>Labour and RMS Maintenance</b>	
3.1	Site installations	The tendered rate shall include all time-related costs, expenses and overheads for site installation of RMS hardware, establishment of communication with the RMS platform, required controller configuration changes, and updating of traffic signal controller documentation for each site.
3.2	Monthly support	The tendered rate shall provide technical support for all procured software and product licences, as well as all installed controller hardware. This shall include travel to site when required for RMS-related faults. The maintenance period shall commence after commissioning of all 100 controllers and shall not exceed 36 month.
3.3	Training	The tendered rate shall include all in person training required for the safe operation and management of the RMS platform and application, as well as hardware setup, installation, and commissioning, in accordance with Section C3.3.10. Materials must be provided for up to 15 people.
3.4	As-built documentation	Within one month of completion of all site installations and commissioning, the Contractor shall submit complete as-built documentation, including source code, configuration files, controller configuration sheets (printable and cabinet-ready), and all relevant technical information. The tendered rate shall include time for Client review and verification, disbursements and overheads.
<b>4</b>	<b>Rates only</b>	
4.1	Senior software developer	The rate is a rate per hour to be used at the discretion of the client should there be changes or additional work requested by the client. The rate should include all time related costs.
4.2	Junior software developer	The rate is a rate per hour to be used at the discretion of the client should there be changes or additional work requested by the client. The rate should include all time related costs.
4.3	Installation technician	The rate is a rate per hour to be used at the discretion of the client should there be changes or additional work requested by the client. The rate should include all time related costs.

**C2.2: BILL OF QUANTITIES**

The Bill of Quantities follows and comprises of 5 pages. The pages are numbered 69 to 73.

Item	Description / Item Code	Unit of Measure	Estimated Quantity Required	Price excluding VAT		VAT		Price including VAT	
				R	c	R	c	R	c
<b>1</b>	<b>Software Development</b>								
1.1	Technical Specification: Allow for review by the ETA and adjustments to ensure compliance with the technical specifications of the Tender bid.								
1.1.1	Development of technical specifications for approval by the client, including outline of software design.	Sum	1						
1.1.2	Design and develop document outlining the user interface.	Sum	1						
1.1.3	Design of database and reporting functionality.	Sum	1						
1.2	Workshops with controller suppliers (Allow for 4 workshop sessions or a total time of 20 hours) for data gathering and controller to RMS interface requirements.	Rate/hour	20						
1.3	Develop or configure RMS Software of which the licences, source code, configuration files, etc. will be transferred to the ETA on successful implementation.	Sum	1						

Item	Description / Item Code	Unit of Measure	Estimated Quantity Required	Price excluding VAT		VAT		Price including VAT	
				R	c	R	c	R	c
1.4	Product licence costs for additional controllers for RMS scalability.	Per 200 controllers	1						
1.5	Development of database (SQL) and reporting functionality (such as MS Power BI or similar).	Sum	1						
1.6	Allowance for work to be done by traffic signal controller suppliers to setup traffic signal controllers and link with RMS interface.	Sum	1						
1.7	Testing of software including development of test programme.	Sum	1						
1.8	Develop or configure mobile application to be used on smart device by field technicians.	No.	1						

Item	Description / Item Code	Unit of Measure	Estimated Quantity Required	Price excluding VAT		VAT		Price including VAT	
				R	c	R	c	R	c
<b>2</b>	<b>Hardware</b>								
2.1	Input/output devices and or hardware required for protocol translation per controller if needed.	Provisional sum	100	R 100 000	00	R 15 000	00	R 115 000	00
2.2	65 inch 4K LED/QLED SMART TV monitor (internet enabled via Lan and Wi-Fi) with connection to the RMS application, including mounting bracket, Anti – theft bracket, installation, RMS connection and testing.	No.	1						
2.3	Supply of a smart mobile device (Tablet or Phone) that can run the RMS mobile application and receive push notifications from the RMS system.	No.	4						
2.4	Supply of Industrial 4G or 5G router with Sim card.	No.	100						
2.5	Supply of Vandal resistant multi modal antenna.	No.	100						
2.6	Supply of Last gasp power supply.	No.	100						
2.7	Monthly data communication cost.	Per controller/month	2800						

Item	Description / Item Code	Unit of Measure	Estimated Quantity Required	Price excluding VAT		VAT		Price including VAT	
				R	c	R	c	R	c
<b>3</b>	<b>Labour and RMS Maintenance</b>								
3.1	<ul style="list-style-type: none"> <li>Installation, testing and commissioning of RMS hardware on site.</li> <li>Traffic signal controller configuration changes to enable RMS communication.</li> <li>Updated controller documentation listing communication changes.</li> </ul>	Rate/Traffic signal controller	100						
3.2	Support of the RMS software and database for a period of 28 months after installation.	Rate/month	28						
3.3	Training								
3.3.1	In person training (with training material): RMS hardware installation, commissioning, maintenance and troubleshooting for ETA field staff.	1 day in-person training for up to 15 people.	1						
3.3.2	3.3.2 In person training (with training material): Provide a fixed price for comprehensive platform management training, including system overview, data management procedures, reporting tools, platform support and user administration.	1-2 days in person training for up to 15 people	1						

Item	Description / Item Code	Unit of Measure	Estimated Quantity Required	Price excluding VAT		VAT		Price including VAT	
				R	c	R	c	R	c
3.4	As built documentation of software development, including high level design, programme code, systems architecture, installation of routers, setup.	Sum	1						
<b>4</b>	<b>Rates only</b>								
4.1	Senior software developer (rate only)	Rate / hour	40						
4.2	Junior software developer (rate only)	Rate / hour	40						
4.3	Installation technician (rate only)	Rate / hour	40						
Total of Prices (carried forward to the Tender Form):									

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

### **C3.1 Background (Scope and Specifications)**

The ETA currently has 891 signalised traffic signal intersections and pedestrian crossings. These intersections comprise of either Siemens ST950, Syntell MX traffic controllers or Syntell Movac traffic controllers. The Syntell Movac traffic controllers are being phased out and therefore for the purposes of this project, intersections that have the Movac traffic controller will not be considered for implementation of the Remote Monitoring Systems.

### **C3.2 High level Requirement for the Remote Monitoring system**

The eThekweni Transport Authority (ETA) invites qualified service providers to supply and support a hosted Traffic Signal Remote Monitoring System (TSRMS). This system shall enable real-time monitoring and fault alerting for traffic signal infrastructure. It must be delivered as a fully managed service based on a Software as a Service (SaaS) model.

The scope of supply and services shall include, but not be limited to, the following:

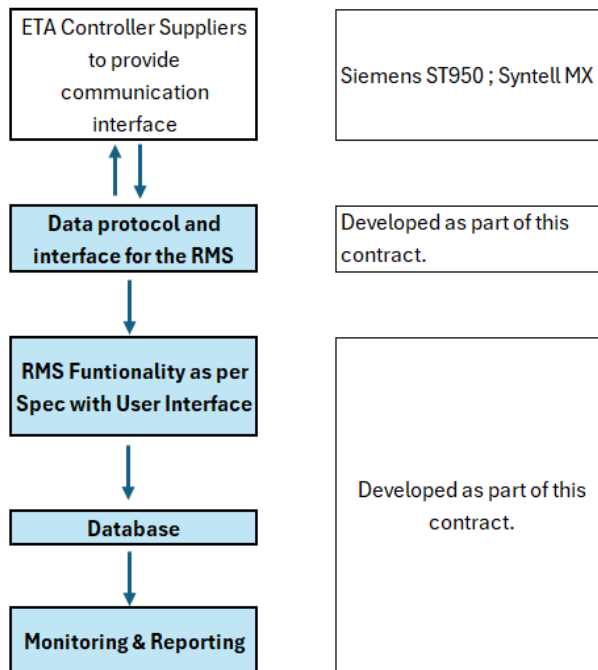
- Supply and installation of remote monitoring communication hardware, where required.
- Commissioning of all necessary systems and software.
- Support for Syntell Mx and Siemens ST950 traffic signal controllers.
- Provision of access to a secure, web-based user interface accessible to authorised ETA personnel.
- Provision of reporting, data analytics, and real-time alerts.
- Training of authorised personnel on system usage and management.
- Maintenance and updates for both hardware and software throughout the contract term.
- The Contract period will be 3 years.
- Transfer of the RMS software licences to the ETA.

### **C 3.3 Specifications**

#### **C3.3.1 High Level Architecture**

The RMS to be developed as part of this work, shall comprise the high level elements as outlined below, namely:

- (I) Interface with a data protocol that will enable communications to the different traffic signal controllers; both the Syntell and Siemens traffic controllers are UTMC communication compliant.
- (II) RMS with user interface that will allow the functionality as specified in this document.
- (III) A database of all the parameters of each controller with time stamps to log the status of the various components of each controller.
- (IV) Monitoring and Reporting capability.



### C3.3.2. Cloud-Based Management Platform

The TSRMS shall be hosted in a secure and reliable cloud environment that adheres to applicable data protection and cybersecurity standards (e.g., AWS, Azure).

- The platform must be accessible via a web-based portal, offering role-specific dashboards and pages tailored to individual responsibilities.
- All data transactions and web pages must utilise HTTPS encryption to ensure data confidentiality and integrity.
- Role-based access control shall be implemented to allow multiple levels of user permissions, ensuring access is restricted to data and functions relevant to each role.
- The system shall perform automated, periodic backups of all critical data and configuration files.
- An industry-standard relational database such as MS SQL Server shall be utilised to ensure performance, scalability, maintainability, and compatibility with commonly used reporting and analytics tools.

### C3.3.3. Real-Time Monitoring and Control

#### a. Real-Time Monitoring Requirements

Real-time monitoring (**Minimum Viable Product**) of fault conditions such as flashing signals, power failures and UPS on/off status, and an additional minimum of 2 digital inputs for other ITS equipment.

- Monitoring of additional parameters such as:
  - (I) Lamp Faults
  - (II) Controller configuration checksums,
  - (III) Door open status and related alarm conditions,
  - (IV) Detector failures (permanent or “no call”),
  - (V) Mode, plan, offset, and synchronisation time,
  - (VI) Voltage levels and internal temperature readings,
  - (VII) Detector-based information such as speed, count, and occupancy,
  - (VIII) Controller date and time.

#### b. Real-Time Control Capabilities

- Setting of traffic signal plans and offsets.
- Activation of specific control features including hurry-calls, emergency operation, green wave, and part-time flashing.
- Setting and requesting of date and time.

- Enabling and disabling of manual mode operation.
- Reverting to timetable operation following forced operation.
- Upload of local event logs.
- Download of configuration files.

#### **C3.3.4. Reporting and Analytics**

- A configurable dashboard presenting key performance indicators, including for example flashing intersections, intersections with no power, inverter status, etc.
- Functionality for both scheduled and on-demand reporting.
- Historical trend analysis on flashing intersections, intersections with no power, inverter status, etc with graphical representations.

#### **C3.3.5 Notifications and Alerts**

- Automated notifications via email and messaging platforms such as Telegram/WhatsApp.
- Configurable thresholds for fault escalation and proactive maintenance alerts.

#### **C3.3.7 Interoperability with Other Devices and Systems**

- Supported third-party equipment may include, but is not limited to IP cameras and electronic door lock mechanisms.

#### **C3.3.8. Service Components**

##### **a. Equipment**

The following hardware components, are required:

- Communication devices, including 4G/5G industrial routers
  - 4 LAN ports
  - 4 input / output ports
- Last gasp power supply - Battery backup systems for communication equipment.
- Vandal resistant multi-modal antenna.

##### **b Services**

The following service components shall be included in the tender response:

- On-street installation and commissioning.
- Traffic signal controller configuration changes to enable RMS communication.
- SIM card and APN management.
- Continuous remote monitoring and data logging.
- Fault detection, escalation, and resolution processes.

#### **C3.3.9. Connectivity Requirements**

- Support for 4G connectivity, including APN routing.
- Optional support for 5G-capable devices.
- Integration capability with existing IP-based networks.
- The routers shall support a GSM Antenna interface (50 Ohm SMA female).
- Provision of antenna's where required.
- The antenna shall meet the following requirements:

# PR1KC028: 5-in-1 Combo Mobile, GNSS, and Wi-Fi Roof Antenna

A high-level technical overview of the antenna's physical durability and multi-signal connectivity capabilities.

## MECHANICAL & ENVIRONMENTAL BUILD



### IP65 Rated Weatherproofing

Durable ABS radome designed to withstand temperatures from -40°C to +85°C.



### Compact Screw-Mount Design

A Ø 110 x 55 mm housing secured via a M27 screw mount.



### 5-Cable Integration

Features five 3000mm RG174 cables with gold-plated SMA and RP-SMA connectors.



## MULTI-SIGNAL CAPABILITIES



### High-Gain GNSS Tracking

Delivers 28 dB LNA gain for precise GPS and GLONASS satellite positioning.

**GNSS:**  
1575.42 -  
1610 MHz |  
1x SMA Male



### LTE MIMO & Wi-Fi Support

Integrated 3.0 dBi LTE MIMO and 2.0 dBi dual-band Wi-Fi coverage.

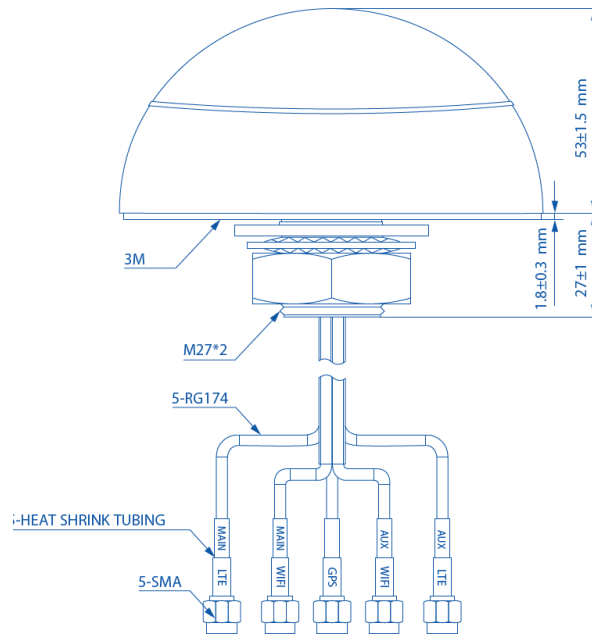
**LTE MIMO:**  
698-960 /  
1710-2690 MHz |  
2x SMA Male

**Wi-Fi:**  
2400-2483 /  
4900-5825 MHz |  
2x RP-SMA Male

© NotebookLM

Mounting: Screw on vandal resistant hole/roof mounting. The GPS antenna shall be installed outdoors, with unobstructed vertical view of the sky.

- Typical dimensions of a vandal resistant antenna as depicted below.



## C3.3.10. Training Requirements

The appointed service provider shall deliver comprehensive training that includes:

- A complete system overview and walkthrough of the user interface.
- Procedures for data input and retrieval.
- Use of reporting and analysis tools.
- Management of user accounts and permissions.
- Troubleshooting guidance and support protocols.
- Practical hands-on sessions supported by printed or digital training manuals.

### C3. 4 Programme


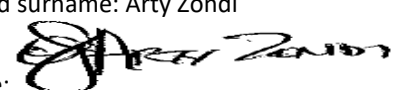
The following table outlines the high level programme. The tenderer must provide a detailed programme with detailed tasks foreseen to adhere to this implementation programme.

No	Programme	Months
<b>1</b>	<b>Software development and implementation</b>	
1.1	Technical specifications, workshops with Controller Suppliers	2
1.2	Software development	3
1.3	Development and testing of prototype	1
1.4	Installation first 100	2
1.6	Total duration from date of appointment	<b>8</b>
<b>2</b>	Maintenance and support (To start after all intersections have been commissioned within the 8 months) * or Shorter if 8 months development and implementation is exceeded	28*
<b>3</b>	<b>Total Contract Duration</b>	<b>36</b>

**ETHEKWINI MUNICIPALITY**  
**Occupational Health & Safety Unit**



**37.2 Agreement in terms of Occupational  
 Health and Safety Act No. 85 of 1993**

Document Title	37.2 Agreement in terms of OHS Act of 1993
Client	eThekweni Municipality – ETA
Project Name	Provision of a Remote Monitoring System for Traffic Signals for 36 months
Contract Number	1T - 32333
Revision	01
Date	28/08/2025
Internal Reference No.	37.2 AGM/083/08/2025
Compiled by (Safety officer)	Name and surname: Nombulelo Khanyile  Signature: Date: 29 August 2025
Reviewed by (Manager: Safety & Risk)	Name and surname: Arty Zondi  Signature: Date: 29 August 2025



OCCUPATIONAL HEALTH AND SAFETY ACT 1993, (ACT NO. 85 OF 1993)  
MANDATORY AGREEMENT – 37.2

---

### **The Service Provider Acknowledgement of Responsibility in terms of the Occupational Health and Safety Act**

A written agreement between ETHEKWINI Municipality (the “employer”)  
And

(the “Service Provider”)

as provided for in terms of Section 37 (2) of the Occupational Health and Safety Act No.85 of 1993 as amended by Act 181 of 1993.

I hereby declare that I, ....., am authorised to represent the “Service Provider” and acknowledge that the “Service Provider” is an employer with all duties and responsibilities as prescribed in the Occupational Health and Safety Act no. 85 of 1993.

I agree to ensure that all work performed, or machinery and plant used by the “Service Provider” on any ETHEKWINI Municipality premises shall be in accordance with the provisions of the said Act.

Furthermore, I agree the “Service Provider” shall comply with all ETHEKWINI Municipality site rules and safety, health, and environmental requirements as may be communicated or stipulated by ETHEKWINI Municipality prior to and during any Contract awarded to the “Service Provider” by ETHEKWINI Municipality.

Furthermore, I undertake to ensure that ETHEKWINI Municipality is timeously informed should the “Service Provider”, for whatever reason, be unable to perform in terms of this agreement.

The Service Provider must compile a health and safety file that would be approved by the Occupational Health and Safety Unit.

The Service Provider must conduct activity risk assessments, develop written safe working procedures, train all employees on risk assessment and safe working procedures and keep the training records in the safety file.

The Service Provider’s driver must obey the traffic signs and speed limit within eThekwini Municipality premises.

The Service Provider shall ensure his/her vehicle is in good working condition.

The Service Provider must ensure that all his or her employees have a valid medical certificate of fitness.

The Service Provider shall maintain a high level of housekeeping on site, every day upon completion of the work.

The Service Provider must be registered and in good standing with the Compensation for Occupational Injuries and Diseases Commissioner.

The Service Provider must ensure that appropriate safety symbolic signs are displayed when working.

The Service Provider must be familiar with the area or facility's Emergency Evacuation Plan and appoint his/her emergency team to react to any emergency.

The Service Provider shall conduct daily toolbox talks to its employees and keep the attendance records.

The Service Provider must be always visible on the public roads

The Service Provider shall designate in writing the Supervisor to manage the maintenance process and safe protocols to avoid unnecessary injuries and diseases.

Signed this .....day of .....20.....

On behalf of the "Service Provider" (print) .....

(sign).....

On behalf of the "employer" (print) .....

(sign).....