

Responses for Tender Clarification questions for **Tender 32333-1T: PROVISION OF A REMOTE MONITORING SYSTEM FOR TRAFFIC SIGNALS FOR 36 MONTHS**

1. Does eThekweni Transport Authority (ETA) have existing arrangements or agreements with controller suppliers that require their participation in the planned workshops?

No, arrangements with controller suppliers need to be made by the tenderer.

The ETA does not have formal written agreements with Syntell or Siemens that legally compel their participation in these workshops. The provisional sum under Item 1.6 exists to compensate them for their time and contributions, which we believe makes their cooperation commercially reasonable.

2. If a supplier delays, limits, or declines participation, how is this risk allocated under the contract, and what relief or recourse is available to the contractor regarding the associated project milestones?

The risk lies solely with the tenderer; the risk is something the tenderer needs to manage and price for. If this becomes a realised risk, please raise it and provide evidence whereby the tenderer has made all reasonable attempts to mitigate the risk. The ETA will then assess the risk and provide assistance to minimize the risk.

3. Will ETA facilitate introductions and engagement with relevant controller suppliers to confirm protocol specifications, firmware versions, and interface requirements prior to award?

The ETA may facilitate an introduction, thereafter all further engagement shall be done by the tenderer's own accord.

4. The scope requires delivery of as-built documentation including source code, configuration files, and controller configuration sheets within one month of completion of all site installations and commissioning. Clarification is requested on the following: What is ETA's intended use of the delivered source code — specifically, does ETA require the ability to operate, modify, or re-tender the software independently after contract end?

Yes, the ETA requires ownership of the developed RMS software to ensure continuation and scalability of the project after the contract term.

When this contract ends, we need to be able to keep the system running with or without the tenderer. That means being able to appoint a new service provider, modify the system as our needs change, or bring it in-house if we choose to. We're not building a 36-month dependency. The source code delivery requirement exists as we've seen situations where

municipalities are held hostage by proprietary systems after a contract ends, and we're not prepared to be in that position.

5. Will ETA accept delivery of source code into a third-party escrow arrangement (e.g. Iron Mountain), released only upon defined trigger events such as insolvency or material breach, rather than unconditional direct handover?

No, The ETA is paying for development of the RMS software, thus the ETA shall own the RMS software/source code to ensure continuity of the project going forward.

6. C3.2 requires the transfer of software licences to ETA. Clarification is requested on the intended licensing model. Does "transfer" refer to ownership of the software IP, or a perpetual licence to use it while the service provider retains ownership?

When we say "transfer of licences" alongside delivery of source code and full as-built documentation, what we mean in practical terms is that ETA must end up holding everything needed to run, maintain, and redevelop the system without the dependence of the original contractor. ~~The ETA is not open to is a situation where the tenderer retains any control over the RMS software after the contract ends.~~ Kindly price and structure your offer accordingly.

7. Would ETA accept a perpetual use licence in place of ownership transfer?

No, Kindly price and structure your offer accordingly.

8. How should non-transferable third-party licences (cloud infrastructure, mapping APIs, notification services) be handled at contract end?

The overall intent of the contract is clear, when the 36 months are up, ETA must be able to keep traffic signals monitored without interruption, regardless of what happens with the outgoing tenderer. Everything in the contract, the source code delivery, the licence transfer, the as-built documentation points to that single objective.

We understand that some commercial licences, particularly Application Programming Interface (API) based services that simply cannot be transferred. In those cases, we expect the following from the tenderer:

First, tell us in your bid that the license is non-transferable and explain why. Don't leave this for the late stages of the contract.

Second, provide a clear transition plan as part of your project methodology submission (T2.2.21). This plan should explain what a new service provider or ETA itself would need to do to replace that component. For example, if you're using a proprietary notification API that can't be transferred, your plan should show that the system architecture allows

that component to be swapped out, that the code isn't so tightly coupled to one provider that replacing it requires rebuilding the whole system.

Third, if a non-transferable component is central to the system's operation, we would expect you to build the system using open standards and documented interfaces so that the dependency can be replaced without starting from scratch. A system that fails because one API key expires is not acceptable.

9. Could you please confirm the correct bidder experience period, given that pages 22 and 47 refer to similar experience within the past 10 years, while page 50 refers to similar experience within the past 5 years?

The five years (on page 50) refers to work carried out that is within the scope of works (Traffic signals) of this RMS tender and the 10 similar experience with the past 10 years (page 22) refers to work carried out on Remote monitoring experience in general.

10. Could you please clarify the expected scope of the source-code handover referenced in the BOQ on page 69?

When we say "transfer of licences, source code, configuration files, etc" what we mean in practical terms is that ETA must end up holding everything needed to run, maintain, and redevelop the system without coming back to the original tenderer. This is meant to ensure continuity of the RMS.

11. Does the source-code handover requirement apply only to custom-developed integration code and project-specific configuration, or is ETA expecting the full RMS platform source code?

The full RMS source code, the ETA must end up holding everything needed to run, maintain, and redevelop the system without the dependence of the tenderer after the 36 months.

12. If ETA requires source-code access, would a source-code escrow arrangement be acceptable instead of full source-code transfer?

No, The ETA is paying for development of the RMS software, thus the ETA shall own the RMS software/source code to ensure continuity of the project going forward.

13. Since source-code transfer is not typical in SaaS projects, could you please clarify whether ETA expects a SaaS subscription, a perpetual software licence, a custom-built system, or full software ownership?

We require a custom-built system that we the ETA will own.

14. For the integration with Siemens ST950 and Syntell MX controllers, who will provide the API documentation, communication protocol details, credentials, and testing environment?

Arrangements for API documentation, communication protocol details, credentials, and testing environment with controller suppliers needs to be made by the tenderer.

15. Will ETA or the relevant controller suppliers provide access to test controllers for integration and acceptance testing?

The ETA will provide the test controller units for integration and acceptance testing.

16. How many RMS software user licences are required?

Minimum 30 users

17. How many concurrent RMS users should the system support?

Minimum 15 concurrent users.

18. How many admin users should be included in the RMS licence and permission model?

5 admin users

19. The BOQ refers to 4 smart mobile devices, either phones or tablets; does this represent the total number of field users, or are these devices expected to be shared by a larger group of field users?

This is not the amount of field users. Initially these devices will be shared between the traffic signal area management team leaders, but scalability needs to be incorporated into the design to add more field users for future requirements.

20. Apart from the Siemens ST950 and Syntell MX controllers, are any third-party systems required to be integrated as part of the current tender scope, such as IP cameras or electronic door lock mechanisms?

Possibly, at a later stage, once with the MVP is working on the traffic signal controllers.

21. If third-party integrations such as IP cameras or electronic door lock mechanisms are required, could you please provide the expected quantities, vendors, protocols, and required workflows?

One SmartLock device per site (if needed) and possibly three IP camera's (if needed), we are uncertain about the sharing of protocols at this stage. The interface to the RMS will be done via the industrial router supplied as part of the RMS tender.

22. For WhatsApp and Telegram notifications, what is the expected messaging volume?

Messaging shall only occur in the event of a fault (change of state from the normal operation of the traffic signal controller. This cannot be predicted at this time; adequate data should be assigned to each site. Some sites may have Zero faults while others may

pick up repeated faults. In the event of load shedding coming back, there may be larger amounts of data required due to the higher number of traffic controller going offline.

23. For WhatsApp and Telegram notifications, how many messaging channels, groups, or accounts should be supported?

At minimum: Support for 1 messaging channels (WhatsApp Business API or for Telegram Bot API). WhatsApp is preferred.

24. Who will own and manage the WhatsApp and Telegram accounts or API credentials?

The ETA should own and manage the account

25. Are there any disaster recovery requirements for the SaaS platform?

Not at this stage, however during the 36 months the tenderer and the ETA shall develop a formal disaster recovery plan.

26. If disaster recovery is required, what are the expected RTO and RPO targets?

Recovery Time Objective (RTO) < than 5 hours

Recovery Point Objective (RPO) < 30mins

27. Is there a required cloud hosting region or data residency requirement?

Yes

28. Can the RMS be hosted on our existing public cloud infrastructure, or does ETA require a dedicated cloud environment?

No, The tender should provide a dedicated cloud environment as part of this tender.

29. If a dedicated cloud environment is required, are there any specific requirements regarding cloud provider, region, network isolation, security controls, or tenancy model?

No not at this time, the tenderer should propose one for this tender ensuring normal industry standards and security controls are met.

30. Is MFA required for user authentication?

No, just a username and password at this time.

31. Is SSO or Active Directory integration required?

No

32. Are there any additional required environments apart from production and testing, such as UAT, staging, development, training, or disaster recovery?

Kindly follow deliverables stated in this tender.

33. Pricing instructions 2.6 Page 66 refers to a *technical specification* for the “last gasp” – where is this?

There is no formal technical specification for this device, the tender should propose and provide the specifications as well as demonstrate the last gasp device's ability to maintain the communication for an adequate period of time to notify the user of a loss of mains supply.

34. What power is available in the controllers for RMS equipment (mains/12/24VDC)?

24VDC and 230VAC

35. What space is available in the controllers or mounting equipment – DIN rail, attachment points, size? Is this standard and available across *all* controllers?

Each controller will have adequate space (via din rail attachment points) for the RMS hardware, in the event of a lack of space, the tenderer shall work with the ETA to make accommodations for the RMS hardware.

36. What Traffic accommodation is required for installation when controllers are off or flashing and must this be included in the pricing?

No traffic accommodation is required in most cases unless it is a major intersection- the ETA will then try and assist with a request for pointsmen. Installations shall be done to ensure minimal downtime of a traffic signal.

37. No mention made in the tender for any special monitoring of UPS controllers (eg. UPS battery state). Is this monitoring required as well?

The monitoring of failed inverters is required as part of the tender only via a normally open/closed contact on the Victron Multiplus II inverter, if you can monitor the battery that will be added advantage to the ETA.

38. Do we need to provide communication to, and are there any special installation requirements for, controllers in underground manholes?

No

39. Many of the ETA controllers have vandal proof brackets – what are the arrangements with these as far as access for the installation of RMS equipment?

A controller Key/Tool for the vandal resistant bracket will be supplied by the ETA to open these brackets, this key shall be returned at the end of the contract.

40. What are the *minimum* requirements for the monitoring system User Interface (GUI) (eg. Controllers on a Map display, tables/lists etc). (1.1.2 Page 65)

- A GIS/map based display showing the location and status of all monitored intersections
- Tabular/list views of monitored assets and active alarms.
- Real-time and historical fault/event monitoring.
- Alarm prioritisation and filtering capabilities.
- Search and reporting functionality.
- Device status indicators (online, offline, fault, warning, normal).
- User access control
- Dashboard views providing operational summaries.

Tenderers may propose additional functionality provided the minimum operational requirements are met.

41. What cyber security requirements are needed with the GSM-part of the system – eg. Is a mobile network or router-specific APN acceptable?

Tenderers should describe the cyber security measures incorporated into their solution, which may include:

- Private APN connectivity.
- VPN tunnelling.
- End-to-end encryption.
- Access control.
- Device authentication.
- Firewall and network access restrictions.
- Logging and audit capabilities.

42. Data usage – C3.3.3 (vii) real time monitoring of SVO – what are the expectations here as this item could ramp up the data usage that the tenderer has to cost as a fixed item/controller/month? Ditto for the IP-cam requirement C3.3.7 Page 76.

We are not expecting continuous real time video streaming but may have limited on demand video access if there are IP camera's installed. If a certain amount of data is allocated per card and we foresee this being exceeded, the tenderer and ETA shall negotiate this further which shall be claimable by the tenderer.

43. What happens if a controller goes faulty and triggers the use of lots of data – outside the control of the contractor (eg faulty door switch)? – can you include a provisional sum to cover unspecified things like this?

No, The tenderer should design the software to suppress repetitive alarms and only transmit meaningful exceptions.

44. C3.3.8a (Page 76) a router with four LAN ports is specified – what are these 4 ports expected to be used for (controller +)?

Four port router provides flexibility for future devices and maintenance access.

45. Can a smaller router be offered?

No, Tender/Price accordingly.

46. Paragraph 5.13.1 (Page 59): Is there a cap on the penalties of R20K/day regardless of duration?

No

47. Presumably “Works” here means completion of tender works (ie. 36 months)?

No, in this instance it would refer to the 8 months as set out in the contract data 1.1.1.14 on page 58.

48. C3.2 (Page 67): Is there a requirement for the tenderer to have a permanent local presence in Durban in view of maintenance requirement?

This shall be at the tenderers discretion

49. Mention is made of “The Amended Construction Sector Code (Government Gazette No.41287)” (page 21) for the BBBEE certification.....but the tender is more ICT related as opposed to Construction (there is no CIDB requirement). Will an *ICT BBBEE affidavit* be suitable and acceptable for an EME with turnover <R10m? Refer also page 35 point 4.3.

Correct there is no CIDB requirement, please follow guidelines on Page 35

50. Please clarify what is meant by “50% weight of 1.6” and “50% weight of 1.7” in items 1.6 and 1.7 (page 65)?

50% of the sum tender for under BOQ item 1.6 and 1.7 can be invoiced when the ETA has passed RMS interface and testing for the Syntell controller and other 50% of the Sum can be invoiced after the ETA has passed the RMS interface and testing of the Siemens controller.

51. Questions relating to the BOQ (page 69/70)

a. Heading – can a “Rate” column be added to the BOQ to avoid the possible confusions listed below (VAT could be added at the bottom of the table for carry-over to the tender form)?

No, the BOQ cannot be changed at this stage. The ETA suggests determine your rate per hour and multiply by the number of hours for a total excluding VAT and then factor in the VAT and price including VAT. The tenderer may add a sperate excel style BOQ to assist in clarity for any line items, however, please note should any discrepancy arise, the main BOQ values hold valid.

b. Item 1.2: Unit is “Rate/hr” but confirm the line entry must be for the total time?

Determine you rate per hour for this line and multiply by 20 hours for a total excluding VAT and the factor in the VAT and price including VAT.

c. Item 1.4: Per 200 controllers – Cost must be an incremental cost for *200 controllers*, not per controller?

That is correct

d. Item 2.3: Supply of tablet/phone...Must this price include a contract and/or data for the device?

yes

e. Item 2.7: Unit is “per controller/month” but a number 2800 is specified...what is this?

100 controllers remotely monitored for 28 months at a minimum, Maintenance and support will begin after all traffic intersections have been successfully commissioned (tested and turned on). That could happen before the 8-month deadline. For example, if all intersections are done in 7 months, support starts at month 7, not month 8.

f. Item 3.2: Unit is “Rate per month” but 28 months specified, so line total must be for the full 28 months?

100 controllers remotely monitored for 28 months at a minimum, Maintenance and support will begin after all traffic intersections have been successfully commissioned (tested and turned on). That could happen before the 8-month deadline. For example, if all intersections are done in 7 months, support starts at month 7, not month 8.

g. Item 4: All are “rates per hour” but the quantity is 40 – so total must be the “40 hours x rate/hr”?

Yes

End