

ROADS AND TRANSPORT DEPARTMENT INTEGRATED RAPID PUBLIC TRANSPORT NETWORK



FRAMEWORK REFERENCE: RTD 13 – 2024/25

PACKAGE REFERENCE: RTD 13 – 2024/25 (IRPTN 01-2025)

TENDER FOR THE APPOINTMENT OF AN EMPLOYER'S REPRESENTATIVE FOR THE INTELLIGENT TRANSPORT SYSTEM (ITS) FOR A PERIOD OF 36 MONTHS

VOLUME 1

ISSUED BY:	PREPARED BY:
The Divisional Head <u>Integrated Rapid Public Transport Network</u> PO Box 440 PRETORIA 0001 Tel: 012 358-7755	Deputy Director <u>Integrated Rapid Public Transport Network</u> PO Box 440 PRETORIA 0001 Tel: 012 385-7617

Registered Name of Tenderer:	
Trading Name of Tenderer:	
Registration No. of Entity:	
CoT Vendor No:	CDS No:
Contact Person:	
Tel. No:	E-Mail Address:
Cell No:	Fax No:

Contract: RTD 13 2024/25: Tender for the appointment of an employer’s representative for the Intelligent Transport System (ITS) for a period of 36 months

Part T2: Returnable Documents

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PORTION 1: TENDER

PART T1: TENDER PROCEDURES

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T1.1 TENDER NOTICE AND INVITATION TO TENDER

CITY OF TSHWANE

ROADS AND TRANSPORT

RTD 13 2024/25: Tender for the appointment of an employer's representative for the Intelligent Transport System (ITS) for a period of 36 months

Tenders are hereby invited for the above work.

Tenders will be evaluated on the basis of awarding points for specific goals of Contributor for the Construction Charter Scorecard and quality of the tenderer. The **80/20 Preference** Point System will be applied to the all tenders.

Tender documents are downloadable on National Treasury e-tender website (www.etenders.gov.za) and the City's Website (www.tshwane.gov.za).

The lowest or any tender will not necessarily be accepted, and the Municipality reserves the right to accept any tender as a whole or in part or no tender.

Tenders must remain valid for a period of 90 days after the closing date for the submission of tenders, during which period a tender may not be amended or withdrawn and may be accepted at any time by the Municipality.

A COMPULSORY BRIEFING SESSION with a representative of the Employer will take place at Roads and Transport offices(IRPTN) 2nd Floor Sammy Marks Building West Wing boardroom Pretoria Central **on the 07 April 2025 at 10:00**

The closing time for receipt of tenders is **23 April 2025 at 10:00**. Tenders will be received on the closing date and time shown, must be enclosed in sealed envelopes bearing the applicable tender heading and reference number, as well as the closing time and due date, and must be addressed to the **Divisional Head, SUPPLY CHAIN MANAGEMENT, 320 Madiba Street, PRETORIA, 0002** and must be submitted in the tender box situated at **the Procurement Advice Centre, Tshwane House, 320 Madiba Street, Pretoria, 0002**. Tenders will be opened at the latter address at the time indicated.

ENQUIRIES: Representative: Kgomoetso Mokoena
Tel (Office): 012 358 7617
E-Mail: kgomotsoma@Tshwane.gov.za

Mr John Mettler
CITY MANAGER

T1.1 TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained in **Annexure C of Standard for Uniformity in Engineering and Construction Works Contracts (Board Notice 423 Government Gazette No 42622 of 8 August 2019)**, bound into Section T1.2

The Standard Conditions of Tender makes several references to the Tender Data. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

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

CLAUSE NUMBER		TENDER DATA
C.1.1	Actions	The Employer is City of Tshwane Metropolitan Municipality
C.1.2	Tender Documents	<u>Volume 1: Tender Document</u> THE TENDER Part T1: Tendering Procedures T1.1 Tender notice and invitation to tender T1.2 Tender data Part T2: Returnable documents T2.1 List of returnable documents T2.2 Returnable schedules THE CONTRACT Part C1: Agreements and contract data C1.1 Form of offer and acceptance C1.2 Contract data Part C2: Pricing data C2.1 Pricing instructions C2.2 Pricing schedule Part C3: Scope of work C3 Scope of work ANNEXURES
C.1.3	Interpretation	Add the following new clause:
C.1.3.4		<i>The tender documents have been drafted in English. The contract arising from the invitation to tender shall be interpreted and construed in English</i>
C.1.4	Communication and Employer's Agent	Agent: Kgomotso Mokoena Address: Sammy Marks Building 301 Madiba Street Pretoria Tel (Office): 012 358 7617 E-Mail: KgomotsoMa@TSHWANE.GOV.ZA

CLAUSE NUMBER		TENDER DATA																							
C.2.1	Eligibility (mandatory requirements)	Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders A certified copy of professional registration and qualifications must be submitted with the bid. (Refer to returnable schedule RD.A.7 and RD.A.8: Proof of Registration in terms of the relevant Professions Act, in Part T2: Returnable Schedules) A Tenderer will be eligible to submit a tender if they: 1. Meet the minimum requirements for the key persons as stated in the Scope of Works Section C3.7 Particular/Generic Specification. Bidders must have the required skills and professionally registered personnel for the disciplines including the listed below: i) Technical Advisor: A person registered in terms of the Engineering Profession Act, 2000 (Act 46 of 2000) Engineering Council of South Africa (ECSA) (Min 5 years’ experience post qualification) ii) Operations Manager: A person(s) registered as a Professional Electronics or Electrical Technician in terms of the Engineering Profession Act, 2000 (Act 46 of 2000) (ECSA) iii) Employer representative: A person(s) with Degree (NQF7) in Computer Science or Information systems or Electrical or Electronic Engineering and Contract Management certification (Min 5 years’ experience post qualification) iv) Finance Manager: A Person registered in term of Professional Finance institutes v) Project Manager: A Person registered in Project Management Institute (PMI) as a certified project management professional (PMP) or SACPCMP (Min 5 years’ experience post qualification) vi) Project administrator: NQF level 7 - Bachelor’s in administration or Equivalent qualification																							
		Only those tenderers who score a minimum of 70 points in respect of the following criteria are eligible to submit tenders. The Functionality criteria are: <table><tr><th>CRITERIA</th><th>SUB-CRITERIA</th><th>SCALE (A)</th><th>WEIGHT (B)</th><th>HIGHEST POSSIBLE SCORE = (A X B)</th></tr><tr><td colspan="2">1. Relevant Experience of Tenderer with respect to specific aspects of the project/ comparable projects:</td><td></td><td></td><td>Max 25</td></tr><tr><td rowspan="5">Refer to outlined scope of work. Attach reference. Number of ITS (AFC & APTMS &/or UTC) project involved in and completed. Supporting documentation in the form of a signed appointment letter(s) and reference letter for completed project(s). Failure to submit, will result in zero score allocated</td><td>1-2 relevant project(s)</td><td>2</td><td rowspan="5">5</td><td rowspan="5">25</td></tr><tr><td>3-4 relevant projects</td><td>3</td></tr><tr><td>5-6 relevant projects</td><td>4</td></tr><tr><td>>6 relevant projects</td><td>5</td></tr><tr><td></td><td></td></tr></table>	CRITERIA	SUB-CRITERIA	SCALE (A)	WEIGHT (B)	HIGHEST POSSIBLE SCORE = (A X B)	1. Relevant Experience of Tenderer with respect to specific aspects of the project/ comparable projects:				Max 25	Refer to outlined scope of work. Attach reference. Number of ITS (AFC & APTMS &/or UTC) project involved in and completed. Supporting documentation in the form of a signed appointment letter(s) and reference letter for completed project(s). Failure to submit, will result in zero score allocated	1-2 relevant project(s)	2	5	25	3-4 relevant projects	3	5-6 relevant projects	4	>6 relevant projects	5		
CRITERIA	SUB-CRITERIA	SCALE (A)	WEIGHT (B)	HIGHEST POSSIBLE SCORE = (A X B)																					
1. Relevant Experience of Tenderer with respect to specific aspects of the project/ comparable projects:				Max 25																					
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	3-4 relevant projects	3																							
	5-6 relevant projects	4																							
	>6 relevant projects	5																							

CLAUSE NUMBER	TENDER DATA				
	2. Experience of key staff on relevant (ITS Projects)				
	The curriculum vitae's (CVs) of the key personnel assigned to the project clearly stating their previous responsibilities in the ITS projects. The lead/key professionals for each discipline, as nominated must supply certified proof of professional registration, qualifications and reference Letter/testimony. It should be noted that only professional registration of the respective individuals is required, and no candidate registration will be accepted. These documents are compulsory and Failure to submit these, will result in a bidder being awarded zero points for relevant experience of key staff.				
	Key Staff as indicated below:			Max 45	
	1. Project Manager	1-2 project(s)	2	1	5
		3-4 projects	3		
		5-6 projects	4		
		6> projects	5		
	2. Employer Representative (Engineer)	1-2 relevant project(s)	2	2	10
		3-4 relevant projects	3		
		5-6 relevant projects	4		
		6> relevant projects	5		
	3. Technical Advisor	1-2 relevant project(s)	2	2	10
		3-4 relevant projects	3		
		5-6 relevant projects	4		
		6> relevant projects	5		
	4. Operations Manager (1)	1-2 relevant project(s)	2	1	5
		3-4 relevant projects	3		
		5-6 relevant projects	4		
		6> relevant projects	5		
	4. Operations Manager (2)	1-2 relevant project(s)	2	1	5
		3-4 relevant projects	3		
		5-6 relevant projects	4		
		6> relevant projects	5		
	5. Finance Management	1-2 relevant project(s)	2	1	5
3-4 relevant projects		3			
5-6 relevant projects		4			
6> relevant projects		5			
6. Project Administrator	1-2 project(s)	2	1	5	
	3-4 projects	3			
	5-6 projects	4			
	6> projects	5			
3. Experience of Key Staff: Post qualifications.					
Key Staff as Indicated Below:					
The curriculum vitae's (CVs) of the key personnel assigned to the project clearly stating their previous responsibilities with regards to comparable projects and reference letter/Testimony. These documents are compulsory and failure to submit will result in a zero-score allocated. Key Staff as indicated below:					
Relevant experience post qualifications:			Max 30		
1. Project Manager	From 5 years but less than 6 years	2	2	10	
	6 years but less than 7 years	3			
	7 years +	5			
2. Technical Advisor	From 5 years but less than 6 years	2	2	10	
	6 years but less than 7 years	3			
	7 years +	5			
3. Employer's Representative (In FIDIC Contract management)	Any other contract management	2	2	10	
	2 FIDIC contract	3			
	3 FIDIC contract	5			
Total:100					

CLAUSE NUMBER	TENDER DATA
	Functionality shall be scored by not less than three evaluators <u>who are fully conversant with the technical aspects of the scope of works</u> and in accordance with the following schedules: Terms of reference for Functionality Evaluation RD.D.1 Evaluation Schedule: Tenderer's Experience RD.D.2 Evaluation Schedule: Schedule of tender's experience RD.D.3 Evaluation Schedule: Qualification and Experience of Key Personnel RD.D.4 Evaluation Schedule: Professional Registration of Key Personnel RD.D.5 Evaluation Schedule: Curriculum Vitae of Key Personnel The minimum number of evaluation points for functionality is 70 points.
C.2.2 Cost of Tendering	The employer will not compensate the tenderer for any costs incurred in attending interviews or making any submissions in the office of the employer.
C.2.5 Reference Documents	Add the following: Unless specified otherwise in this document, the following standards and conditions of contract will be applicable under this Contract: The latest print version as current at 30 days before close of tenders of the document <i>"NEC3: Professional Services Contracts, April 2013"</i> including corrections thereto as current at 30 days before close of tenders. The document may be purchased in hard copy from the <i>South African Institution of Civil Engineering</i> or may be purchased online as an electronic reference document in PDF format by following the relevant links on www.saice.org.za. The corrections may be downloaded from the SAICE website www.saice.org.za.
C.2.7 Clarification meeting	The arrangements for a <u>compulsory</u> clarification meeting are as stated in the tender notice and invitation to tender. Confirmation of attendance will be recorded on site in the attendance register to be signed by all tenderers. Addenda will be issued to and tenders received from those tendering entities appearing on the attendance register. Tender documents will not be made available at the clarification meeting.
C.2.8 Seek clarification	<u>Replace</u> the clause with the following: <i>Request clarification of the tender documents, if necessary, by notifying the employer at least 5 (Five) working days before the closing time stated in the tender data.</i>
C.2.12 Alternative offers	Alternative tender offers will <u>not</u> be considered.
C.2.13 Submitting a tender offer	- The tender offer <u>shall be completed in non-erasable black ink</u> - Any entry made by the tenderer in the document which the tenderer desires to change, <u>shall not be erased or painted out</u>. A line shall be drawn through the incorrect entry and the correct entry shall be written above in <u>non-erasable black ink</u> and the <u>full signature</u> of the tenderer shall be placed next to the correction.
C.2.13.3	Copy of Tender document including supporting documents shall be submitted as an original, plus a scanned copy in PDF format on a memory stick. In addition to the hard copy submission, each tenderer is required to submit a scanned copy of the <u>fully completed and signed</u> tender submission document. This is

CLAUSE NUMBER	TENDER DATA								
	to be on a memory stick attached to the original tender submission documents, adequately identifiable as belonging to the tenderer, be in PDF format scanned at 400 DPI, and be in full colour.								
C.2.13.4	<u>Add</u> the following to the clause <i>Only authorised signatories may sign the original and all copies of the tender offer where required.</i> <i>In the case of a ONE-PERSON CONCERN submitting a tender, this shall be clearly stated.</i> <i>In the case of a COMPANY submitting a tender, include a copy of a <u>resolution by its board of directors</u> authorising a director or other official of the company to sign the documents on behalf of the company.</i> <i>In the case of a CLOSE CORPORATION submitting a tender, include a copy of a <u>resolution by its members</u> authorising a member or other official of the corporation to sign the documents on each member's behalf.</i> <i>In the case of a PARTNERSHIP submitting a tender, <u>all the partners</u> shall sign the documents, unless one partner or a group of partners has been authorised to sign on behalf of each partner, in which case <u>proof of such authorisation</u> shall be included in the Tender.</i> <i>In the case of a JOINT VENTURE/CONSORTIUM submitting a tender, include <u>a resolution of each company</u> of the joint venture together with a <u>resolution by its members</u> authorising a member of the joint venture to sign the documents on behalf of the joint venture.</i> <u>Accept that failure to submit proof of authorisation to sign the tender shall result in the tender offer being regarded as non-responsive.</u>								
C.2.13.5	The identification details are: <table> <tr> <td>Tender Reference:</td><td>RTD 13 2024/25</td></tr> <tr> <td>Tender Description:</td><td>Tender for the appointment of an employer's representative for the Intelligent Transport System (ITS) for a period of 36 months</td></tr> <tr> <td>Closing Time:</td><td>10:00</td></tr> <tr> <td>Closing Date:</td><td>23 April 2025</td></tr> </table> Each tender shall be enclosed in a sealed envelope, bearing the correct identification details and shall be placed in the tender box located at: PROCUREMENT ADVICE CENTRE (TENDER BOX AT THE ENTRANCE OF TSHWANE HOUSE) TSHWANE HOUSE 320 MADIBA STREET PRETORIA 0001	Tender Reference:	RTD 13 2024/25	Tender Description:	Tender for the appointment of an employer's representative for the Intelligent Transport System (ITS) for a period of 36 months	Closing Time:	10:00	Closing Date:	23 April 2025
Tender Reference:	RTD 13 2024/25								
Tender Description:	Tender for the appointment of an employer's representative for the Intelligent Transport System (ITS) for a period of 36 months								
Closing Time:	10:00								
Closing Date:	23 April 2025								

CLAUSE NUMBER	TENDER DATA
	This address is 24 hours available for delivery of tender offers.
C.2.13.9	Telephonic, telegraphic, telex, facsimile or e-mailed offers will not be accepted.
C.2.13.10	Add the following sub- clause C.2.13.10: <i>Accept that all conditions, which are printed or written upon any stationery used by the Tenderer for the purpose of or in connection with the submission of a tender offer for this Contract, which are in conflict with the conditions laid down in this document shall be waived, renounced and abandoned.</i>
C.2.14 Information and data to be completed in all respects	Add the following to the clause: <i>The Tenderer is required to enter information in the following sections of the document:</i> <i>Section T2.2 : Returnable Schedules</i> <i>Section C1.1 : Form of Offer and Acceptance</i> <i>Section C1.2 : Contract Data (Part 2)</i> <i>Section C2.2 : Pricing schedule</i> <i>The above sections shall be signed by the Tenderer (and witnesses where required). Individual pages should only be initialled by the successful Tenderer and by the witnesses after acceptance by the Employer of the Tender Offer.</i> <i>The Tenderer shall complete and sign the Form of Offer prior to the submission of a Tender Offer.</i> <i>The Schedule of Deviations (if applicable) shall be signed by the successful Tenderer after acceptance by the Employer of the Tender Offer.</i> <i>Accept that failure on the part of the Tenderer to submit any one of the Returnable Documents listed in Part T2 – Returnable Documents within the period stipulated, shall be just cause for the Employer to consider the tender offer as being regarded as non-responsive.</i> <i>Accept that the Employer shall in the evaluation of tender offers take due account of the Tenderer's past performance in the execution of similar engineering works of comparable magnitude, and the degree to which he possesses the necessary technical, financial and other resources to enable him to complete the Works successfully within the contract period. Satisfy the Employer and the Engineer as to his ability to perform and complete the Works timeously, safely and with satisfactory quality, and furnish details in Part T2 – Returnable Documents.</i>
C.2.15 Closing time	The closing time for submission of tender offers is stated in the tender notice and invitation to tender.
C.2.16 Tender offer validity C.2.16.5	The validity period for the tender after closure is 90 days. CoT shall have right and power to extend any tender validity period beyond any initial validity period set and subsequent extensions. SCM shall ensure that an extension of validity is requested in writing from all bidders before the validity expiry date. Extension of validity shall be finalised while the quotations/bids are still valid. Add the following new clause

CLAUSE NUMBER		TENDER DATA
		<i>If the tender validity period expires on a Saturday, Sunday or public holiday, the tender offer shall remain valid and open for acceptance until closure of business on the following working day.</i>
C.2.18	Provide other material	The tenderer shall, when requested by the employer to do so, submit the names of all design, management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.
C.2.23	Certificates	Refer to part T2 of this procurement document for a list of the documents that are to be returned with the tender.
C.2.24	Canvassing and obtaining of additional information by tenderers	Add the following new clause <i>The Tenderer shall not make any attempt either directly or indirectly to canvass any of the Employer's officials or the Employer's agent in respect of his tender, after the opening of the tenders but prior to the Employer arriving at a decision thereon.</i> <i>The Tenderer shall not make any attempt to obtain particulars of any relevant information, other than that disclosed at the opening of tenders.</i>
C.2.25	Prohibitions on awards to persons in service of the state	Add the following new clause <i>The Employer is prohibited to award a tender to a person -</i> <i>who is in the service of the state; or</i> <i>if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state; or</i> <i>a person who is an advisor or consultant contracted with the municipality or municipal entity.</i> In the service of the state means to be - <i>a member of:-</i> <i>any municipal council;</i> <i>any provincial legislature; or</i> <i>the National Assembly or the National Council of Provinces;</i> <i>a member of the board of directors of any municipal entity;</i> <i>an official of any municipality or municipal entity;</i> <i>an employee of any national or provincial department;</i> <i>provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);</i> <i>a member of the accounting authority of any national or provincial public entity;</i> <i>or</i> <i>an employee of Parliament or a provincial legislature.</i> To give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in part T2 of this procurement document must be completed.
C.2.26	Awards to close family members of persons in the service of the state	Add the following new clause <i>Accept that the notes to the Employer's annual financial statements must disclose particulars of any award of more than R2000 to a person who is a spouse, child or parent of a person in the service of the state (defined in clause F2.25), or has been in the service of the state in the previous twelve months, including -</i> <i>the name of that person;</i> <i>the capacity in which that person is in the service of the state; and</i>

CLAUSE NUMBER	TENDER DATA
	c) <i>the amount of the award.</i> In order to give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in part T2 of this procurement document must be completed.
C.2.27 <i>Vendor registration</i>	Add the following new clause <i>The tenderer will be required registering as a supplier/ service provider on the City of Tshwane's vendor register before any payment can be done.</i> <i>If the tenderer is already registered as a vendor, it is required to record the vendor number in space provided on the cover page of this Tender document.</i> <i>Vendor registration documents are available from the Procurement Advice Centre or can be downloaded from:</i> http://www.tshwane.gov.za/Business/Pages/Registration-of-Suppliers-(Vendors).aspx <i>All parties of a joint venture or consortium submitting a tender shall comply with the requirements of this clause.</i>
C.2.28 <i>Tax</i>	Add the following new clause <i>National Treasury SCM Instruction no. 7 of 2017/18 clause 4 application during SCM Processes state that:</i> <i>The designated official(s) must verify the tenderer's tax compliance status prior to the finalisation of the award of the tender or price quotation.</i> <i>Where the recommended tenderer is not tax compliant, the tenderer should be notified of their non- compliant status and the tenderer must be requested to submit to the municipality or municipal entity, within 7 working days, written proof from South African Revenue Services of their tax compliance status or proof from SARS that they have arranged to meet their outstanding tax obligations. The proof of tax compliance status submitted by the tenderer to the municipality or municipal entity must be verified via the Central Supplier Database or eFiling</i> <i>Accept that the tenderer will be rejected if such tenderer fails to provide proof of tax compliance status in terms of clause 4.2 of National Treasury SCM Instruction no. 7 of 2017/18</i>
C2.29 <i>B-BBEE Status Level of Contributor</i>	Add the following new clause <i>A valid 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 an Accounting Officer as contemplated in the Close Corporation Act (CCA) must be submitted with this tender document</i> <i>In the case of a Joint Venture/Consortium a valid B-BBEE Status Level of Contributor certificate must be submitted by each individual party to the Joint Venture/Consortium.</i> <i>Failure by the tenderer to comply with this clause will result in the tenderer scoring 0 points for preference.</i>

CLAUSE NUMBER		TENDER DATA															
C.3.1	Respond to requests from the tenderer																
C.3.1.1		The employer will respond to requests for clarification up to 4 (four) working days before the tender closing time.															
C.3.4	Opening of tender submissions	Upon request tenders will be opened immediately after the closing time for tenders. Only the tenderer's name and pricing will be announced															
C.3.11	Evaluation of tender offers	All tenderers who submitted responsive tenders will be evaluated															
C.3.11.1	General	In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in C.3.11.2 and C.3.11.3 below supported by proof/ documentation stated in the conditions of this tender.															
C.3.11.2	Method of Evaluation	Method 2 Stage 1: Admin compliance <table> <tr> <th>Compulsory Returnable Documentation (Submission of these are compulsory)</th><th>Submitted (YES or NO)</th><th>Checklist (Guide for Bidder and the Bid Evaluation Committee)</th></tr> <tr> <td>a) To enable The City to verify the bidder's tax compliance status, the bidder must provide; ☐ A copy of their Tax Clearance Certificate (TCS); or ☐ Indicate their tax compliance status PIN.</td><td></td><td>TCS must be in the same business name as the bidding company. TCS must be valid. Tax status must be compliant before the award.</td></tr> <tr> <td>b) A copy of their Central Supplier Database (CSD) registration; or indicate their Master Registration Number / CSD Number;</td><td></td><td>CSD must be valid? Tax status must be compliant before award.</td></tr> <tr> <td>c) Confirmation that the bidding company's rates and taxes are up to date: • Original or copy of Municipal Account Statement of the Bidder (bidding company) not older than 3 months and account must not be in arrears for more than ninety (90) days; or signed lease agreement or in case the bidder located in informal settlement, rural areas or areas where they are not required to pay Rates and Taxes a letter from the local councilor confirming they are operating in that area.</td><td></td><td>Was a Municipal Account Statement or landlord letter provided for the bidding company? The name and / or addresses of the bidder's statement correspond with CIPC document, address on CSD or Company profile? Are all payments up to date (i.e. not in arrears for more than 90 days)?</td></tr> <tr> <td>d) In addition to the above, confirmation that all the bidding</td><td></td><td>Was a Municipal Account Statement(s) or landlord</td></tr> </table>	Compulsory Returnable Documentation (Submission of these are compulsory)	Submitted (YES or NO)	Checklist (Guide for Bidder and the Bid Evaluation Committee)	a) To enable The City to verify the bidder's tax compliance status, the bidder must provide; ☐ A copy of their Tax Clearance Certificate (TCS); or ☐ Indicate their tax compliance status PIN.		TCS must be in the same business name as the bidding company. TCS must be valid. Tax status must be compliant before the award.	b) A copy of their Central Supplier Database (CSD) registration; or indicate their Master Registration Number / CSD Number;		CSD must be valid? Tax status must be compliant before award.	c) Confirmation that the bidding company's rates and taxes are up to date: • Original or copy of Municipal Account Statement of the Bidder (bidding company) not older than 3 months and account must not be in arrears for more than ninety (90) days; or signed lease agreement or in case the bidder located in informal settlement, rural areas or areas where they are not required to pay Rates and Taxes a letter from the local councilor confirming they are operating in that area.		Was a Municipal Account Statement or landlord letter provided for the bidding company? The name and / or addresses of the bidder's statement correspond with CIPC document, address on CSD or Company profile? Are all payments up to date (i.e. not in arrears for more than 90 days)?	d) In addition to the above, confirmation that all the bidding		Was a Municipal Account Statement(s) or landlord
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a) To enable The City to verify the bidder's tax compliance status, the bidder must provide; ☐ A copy of their Tax Clearance Certificate (TCS); or ☐ Indicate their tax compliance status PIN.		TCS must be in the same business name as the bidding company. TCS must be valid. Tax status must be compliant before the award.															
b) A copy of their Central Supplier Database (CSD) registration; or indicate their Master Registration Number / CSD Number;		CSD must be valid? Tax status must be compliant before award.															
c) Confirmation that the bidding company's rates and taxes are up to date: • Original or copy of Municipal Account Statement of the Bidder (bidding company) not older than 3 months and account must not be in arrears for more than ninety (90) days; or signed lease agreement or in case the bidder located in informal settlement, rural areas or areas where they are not required to pay Rates and Taxes a letter from the local councilor confirming they are operating in that area.		Was a Municipal Account Statement or landlord letter provided for the bidding company? The name and / or addresses of the bidder's statement correspond with CIPC document, address on CSD or Company profile? Are all payments up to date (i.e. not in arrears for more than 90 days)?															
d) In addition to the above, confirmation that all the bidding		Was a Municipal Account Statement(s) or landlord															

CLAUSE NUMBER	TENDER DATA		
	company's owners / members / directors / major shareholders rates and taxes are up to date: • Original or copy of Municipal Account Statement of all the South African based owners / members / directors / major shareholders not older than 3 months and the account/s may not be in arrears for more than ninety (90) days; or a signed lease agreement of owners/ members/ directors/ major shareholders or in case of bidders located in informal settlement, rural areas or areas where they are not required to pay Rates and Taxes a letter from the local councilor confirming they are residing in that area		letter(s) provided for the bidding company? (SA based) directors? The name and/or addresses of theof the bidder's statement correspond with CIPC document, Address on CSD or Company profile? Are all payment(s) up to date (i.e. not in arrears for more than 90 days?
	e) Duly Signed and completed MBD forms (MBD 1, 4,8 and 9) The person signing the bid documentation must be authorized to sign on behalf of the bidder. Where the signatory is not a Director / Member / Owner / Shareholder of the company, an official letter of authorization or delegation of authority should be submitted with the bid document. NB: Bidders must ensure that the directors, trustees, managers, principle shareholders, or stakeholders of this company declare any interest in any other related companies or business whether or not they are bidding for this contract. <u>See Question 3.14 of MBD 4. Failure to declare interest will result in a disqualification</u>		All documents fully completed (i.e. no blank spaces)? All documents fully signed? Signature authorized (any director / member / trustee as indicated on the CIPC document, alternatively a delegation of authority would be required? Documents completed in black ink (i.e. no "Tippex" corrections, no pencil, no other colour ink, will be considered)?
	f) Financial Statements for the most recent three (3) years or financial statements from date of existence for companies less than three years. NB: The bidder must submit signed audited annual		Applicable for tenders above R10m in conjunction with MBD 5) Are Audited financial statements provided (Audited financials must be signed by auditor)? Or proof

CLAUSE NUMBER	TENDER DATA		
	financial statements for the most recent 3 years, or if established for a shorter period, submit audited annual financial statements from date of establishment. If the bidder is not required by law to prepare signed annual financial statements for auditing purposes, then the bidder must submit Proof that the bidder is not required by law to prepare audited financial statements.		that the bidder is not required by law to prepare audited financial statements.
	g) Joint Ventures (JV) – (Only applicable when the bidder tenders as a joint venture) Where the bidder bids as a joint venture (JV), the required or relevant documents as per (a) to (f) above must be provided for all JV parties. In addition to the above the bidder must submit a Joint Venture (JV) agreement signed by the relevant parties. NB: It is a condition of this bid that the successful bidder will continue with the same Joint Venture (JV) for the duration of the contract unless prior approval is obtained from the City.		If applicable. JV agreement provided? JV agreement complete and relevant? Agreement signed by all parties? All required documents as per (i.e. a to f) must be provided for all partners of the JV.
	h) Bidder attended a compulsory briefing session where applicable		A compulsory briefing register must be signed by the bidder.
	i) Pricing schedule (All items must be quoted for in pricing schedule and if not, all items are quoted the bidder will be disqualified). Unless the tender is awarded per item or per section where the bidder only quoted the items or sections, they are interested in.		Incomplete pricing schedule results in totals being incomparable. Bidder must be disqualified. Bidder will be disqualified should they make corrections on the price schedule without attaching a signature thereto. Bidder will be disqualified should they use tippex/ correction ink, on the price schedule.
Stage 2: Eligibility Refer to clause C2.1 Stage 3: Functionality Refer to clause C2.1			

CLAUSE NUMBER	TENDER DATA																																	
	In the case of functionality, price, and preference: Score functionality, rejecting all tender offers that fail to achieve the minimum number of points for functionality as stated in the Tender Data. No tender must be regarded as an acceptable tender if it fails to achieve the minimum qualifying score for functionality as indicated in the tender invitation. Tenders that have achieved the minimum qualification score for functionality must be evaluated further in terms of the preference points system prescribed in clauses C3.11.3 below. The lowest acceptable tender will be used to determine the accurate system once tenders are received. Stage 4: Price, and Preference 80/20																																	
C.3.11.3	The 80/20 preference points system for acquisition of services, works or goods with a Rand value equal to or below R 50 million. The following formula must be used to calculate the points for price in respect of tenders with a Rand value below R50 000 000 (all applicable taxes included): $Ps = 80(1 - \frac{Pt - Pmin}{Pmin})$ Where Ps = Points scored for price of tender under consideration; Pt = Price of tender under consideration; and Pmin = Price of lowest acceptable tender. - A maximum of 20 points may be awarded to a tenderer for the specific goal specified for the tender. - The points scored for the specific goal must be added to the points scored for price and the total must be rounded off to the nearest two decimal places. - Subject to section 2(1)(f) of the Act, the contract must be awarded to the tenderer scoring the highest points. 20 points for Specific goals (service provider to submit the certified copy of the specific goals). Refer to Table 1 below: <table><tr><th>Specific Goal</th><th>80/20 preference point system</th><th>Proof of specific goals to be submitted</th></tr><tr><td>BB-BEE score of companies</td><td></td><td>Valid Certified copy of BBBEE certificate. Sworn Affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises or CIPC BBBEE certificate.</td></tr><tr><td>Level 1</td><td>4 Points</td><td></td></tr><tr><td>Level 2</td><td>3.5 Points</td><td></td></tr><tr><td>Level 3</td><td>3 Points</td><td></td></tr><tr><td>Level 4</td><td>2.5 Points</td><td></td></tr><tr><td>Level 5</td><td>2 Points</td><td></td></tr><tr><td>Level 6</td><td>1.5 Points</td><td></td></tr><tr><td>Level 7</td><td>1 Point</td><td></td></tr><tr><td>Level 8</td><td>0.5 Points</td><td></td></tr><tr><td>Non-compliant</td><td>0 Points</td><td></td></tr></table>	Specific Goal	80/20 preference point system	Proof of specific goals to be submitted	BB-BEE score of companies		Valid Certified copy of BBBEE certificate. Sworn Affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises or CIPC BBBEE certificate.	Level 1	4 Points		Level 2	3.5 Points		Level 3	3 Points		Level 4	2.5 Points		Level 5	2 Points		Level 6	1.5 Points		Level 7	1 Point		Level 8	0.5 Points		Non-compliant	0 Points	
Specific Goal	80/20 preference point system	Proof of specific goals to be submitted																																
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Level 7	1 Point																																	
Level 8	0.5 Points																																	
Non-compliant	0 Points																																	

CLAUSE NUMBER		TENDER DATA		
		EME and/ or QSE	2	Valid Sworn affidavit
		At least 51% Women owned companies	2	Certified copy of Identity Document/s
		At least 51% owned companies by Youth	2	Certified copy of Identity Document/s
		Local Economic Participation		Municipal Account statement/Lease agreement.
		City of Tshwane Participants	4	
		Gauteng Participants	2	
	Table 1			
If there is uncertainty regarding the estimated price and which preference point system will be applicable, then the tender documents should state that either 80/20 or the 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system.				
C.3.13	Acceptance of Tender Offer	Tender offers will only be accepted if: a.) the tenderer complies with the eligibility criteria stated in clause C.2.1 b.) the tenderer shall provide proof of tax compliance status in terms of clause 4.2 of National Treasury SCM Instruction no. 7 of 2017/18; c.) the tenderer is not in arrears for more than 3 months with municipal rates and taxes and municipal service charges; d.) the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; 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 tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer’s ability to perform the contract in the best interests of the employer or potentially compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract; g.) the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer;		
C.3.16	Registration of the award	The following to the clause: Notice of non-acceptance of the tender will not be sent to individual unsuccessful tenderers. Particulars of the accepted tender can be obtained from the Employer’ Agent.		
C. 3.17	Copies of Contract	One signed copy of contract shall be provided by the Employer to the successful Tenderer.		

T1.2 STANDARD CONDITIONS OF TENDER

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C.1 General

C.1.1 Actions

C.1.1.1 The Employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in 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.

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

Note: 1) *A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of 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.*

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.*

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

C.1.2 Tender Documents

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

C.1.3 Interpretation

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

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

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

a) **conflict of interest** means any situation 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 organisation 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 organisation which 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 organ of state may, prior to the award of the tender, cancel the tender if-

- (a) due to changed circumstances, there is no longer a need for the services, works or goods requested; or
- (b) funds are no longer available to cover the total envisaged expenditure;
- (c) no acceptable tenders are received; or
- (d) there is a material irregularity in the tender process.

C.1.5.2 The decision to cancel the tender 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 a 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.3.8 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 not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and 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 distort competition or have a discriminatory effect.

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.

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.

C.1.6.3 Proposal procedure using the two stage-system

C.1.6.3.1 Option 1

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 tender data, 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.

C.1.6.3.2 Option 2

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.

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 tender data, and award the contract in terms of these conditions of tender.

C.2 Tenderer's obligations

C.2.1 Eligibility

C.2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with Employer.

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 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.

C.2.2 Cost of tendering

C.2.2.1 Accept that, unless otherwise stated in the tender data, 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.

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.

C.2.3 Check documents

Check the tender documents on receipt for completeness and notify the Employer of any discrepancy or omission.

C.2.4 Confidentiality and copyright of documents

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.

C.2.5 Reference documents

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.

C.2.6 Acknowledge addenda

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 tender data, in order to take the addenda into account.

C.2.7 Clarification meeting

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 tender data.

C.2.8 Seek clarification

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 tender data.

C.2.9 Insurance

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 contract data. The tenderer is advised to seek qualified advice regarding insurance.

C.2.10 Pricing the tender offer

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 14 days before the closing time stated in the tender data.

C.2.10.2 Show VAT payable by the Employer separately as an addition to the tendered total of the prices.

C.2.10.3 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 contract data.

C.2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

C.2.11 Alterations to documents

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 tenderer. All signatories to the tender offer shall initial all such alterations.

C.2.12 Alternative tender offers

Contract: RTD 13 2024/25: Tender for the appointment of an employer's representative for the Intelligent Transport System (ITS) for a period of 36 months

Part T2: Returnable Documents

C.2.12.1 Unless otherwise stated in the tender data, 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.

C.2.12.2 Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the Employer.

C.2.12.3 An alternative tender offer may only be considered in the event that the main tender is the winning tender.

C.2.13 Submitting a tender offer

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, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

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.

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 tender data, 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 tender data. 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.

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 tender data, as well as the tenderer's name and contact address.

C.2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data 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 tender data, as well as the tenderer's name and contact address.

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 tender data.

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.2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the Employer, unless stated otherwise in the tender data.

C.2.14 Information and data to be completed in all respects

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.2.15 Closing time

Contract: RTD 13 2024/25: Tender for the appointment of an employer's representative for the Intelligent Transport System (ITS) for a period of 36 months

Part T2: Returnable Documents

C.2.15.1 Ensure that the Employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.

C.2.15.2 Accept that, if the Employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

C.2.16 Tender offer validity

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 tender data after the closing time stated in the tender data.

C.2.16.2 If requested by the Employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.

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).

C.2.16.4 Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of C.2.13 with the packages clearly marked as "SUBSTITUTE".

C.2.17 Clarification of tender offer after submission

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.

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.*

C.2.18 Provide other material

C.2.18.1 Provide, on request by the Employer, any other material that has a bearing on the tender offer, 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.

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.

C.2.18.2 Dispose of samples of materials provided for evaluation by the Employer, where required.

C.2.19 Inspections, test and analysis

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.

C.2.20 Submit securities, bonds and policies

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 contract data.

C.2.21 Check final draft

Check the final draft of the contract provided by the Employer within the time available for the Employer to issue the contract.

C.2.22 Return of other tender documents

If so instructed by the Employer, return all retained tender documents within 28 days after the expiry of the validity period stated in the tender data.

C.2.23 Certificates

Include in the tender submission or provide the Employer with any certificates as stated in the tender data.

C.3 The Employer's undertakings

C.3.1 Respond to requests from the tenderer

C.3.1.1 Unless otherwise stated in the Tender Data respond to a request for clarification received up to five (5) working days before the tender closing time stated in the Tender Data and notify all tenderers who collected tender documents.

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:

- 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;
- 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
- c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

C.3.2 Issue addenda

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 Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who collected tender documents.

C.3.3 Return late tender offers

Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

C.3.4 Opening of tender submissions

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 tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

C.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices.

C.3.4.3 Make available the record outlined in C.3.4.2 to all interested persons upon request.

C.3.5 Two-envelope system

C.3.5.1 Where stated in the tender data 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 tender data and announce the name of each tenderer whose technical proposal is opened.

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 tender data, and announce the score obtained for the technical proposals and the total price and any points claimed on BBBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality

C.3.6 Non-disclosure

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.

C.3.7 Grounds for rejection and disqualification

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.

C.3.8 Test for responsiveness

C.3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:

- a) complies with the requirements of these Conditions of Tender,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.

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:

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or

- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

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.

C.3.9 Arithmetical errors, omissions and discrepancies

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.

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:

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the pricing schedule or bills of quantities; or
- c) arithmetic errors in:
 - i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
 - ii) the summation of the prices.

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.
- c) 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.

Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of the arithmetical error in the manner described above.

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 unacceptable commercial 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, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his 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.3.16.2 After the successful tenderer has been notified of the Employer's acceptance of the tender, notify other tenderers that their tender offers have not been accepted.

C.3.17 Provide copies of the contracts

Contract: RTD 13 2024/25: Tender for the appointment of an employer's representative for the Intelligent Transport System (ITS) for a period of 36 months

Part T2: Returnable Documents

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.

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T2.1 LIST OF RETURNABLE DOCUMENTS

RD.A MANDATORY RETURNABLE DOCUMENTS

Note: *Failure to submit, fully complete and sign the applicable documents and submit all required attachments will result in the tender offer being disqualified from further consideration*

Document Name	Reference	Confirmation of Document Included (Tenders may use this column to confirm documents have been completed, signed and included in the tender)
Compulsory Enterprise Questionnaire	Form RD.A.1	
MBD 4: Declaration of Interest of Persons in Service of State	Form RD.A.2	
MBD 8: Declaration of Tenderer's past supply chain management practices	Form RD.A.3	
MBD 9: Certificate of independent tender determination	Form RD.A.4	
Certificate of authority of signatory	Form RD.A.5	
Certificate of authority of signatory for joint ventures and consortia	Form RD.A.6	
Proof of registration in terms of the Engineering Professions Act, 2000	Form RD.A.8	

RD.B RETURNABLE DOCUMENTS REQUIRED FOR PREFERENTIAL PROCUREMENT EVALUATION PURPOSES

Note: *Failure to submit, fully complete and sign the applicable documents and submit all required attachments will result in the tender offer being awarded 0 (zero) preference points*

Document Name	Reference	Confirmation of Document Included (Tenders may use this column to confirm documents have been completed, signed and included in the tender)
MBD 6.1: Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022	Form RD.B.1	
Valid B-BBEE Status Level of Contributor Certificate	Form RD.B.2	
B-BBEE Exempted Micro Enterprise – Sworn Affidavit	Form RD.B.3	
Promotion of local enterprises (Local Economic Participation)	Form RD.B.4	
Certificate of Identity Document(s)	Form RD.B.5	
Medical Certificate with doctor's details (Practice Number, Physical Address and contact number)	Form RD.B.6	

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RD.C ADDITIONAL RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

Document Name	Reference	Confirmation of Document Included (Tenders may use this column to confirm documents have been completed, signed and included in the tender)
Proof of registration on CSD with National Treasury	Form RD.C.1	
MBD 5: Declaration for procurement above R10 million (all applicable taxes included)	Form RD.C.2	
Proof of professional indemnity insurance	Form RD.C.3	

RD.D RETURNABLE DOCUMENTS REQUIRED FOR FUNCTIONALITY EVALUATION PURPOSES

Note: *Failure to submit the applicable documents will result in the Tenderer receiving a 0 (zero) score for the applicable evaluation schedule.*

Document Name	Reference	Confirmation of Document Included (Tenders may use this column to confirm documents have been completed and included in the tender)
Terms of Reference for Functionality Evaluation with specific reference to the scope of work		
Evaluation Schedule: Tenderer's experience	RD.D.1	
Schedule of tenderer's experience	RD.D.2	
Evaluation Schedule: Experience of key personnel	RD.D.3	
Key personnel	RD.D.4	
Curriculum vitae of key personnel	RD.D.5	

RD.E OTHER DOCUMENTS THAT WILL FORM PART OF THE CONTRACT

Note: *Failure to submit, fully complete and sign the applicable documents and submit all required attachments will result in the tender offer being disqualified from further consideration*

Document Name	Reference	Confirmation of Document Included (Tenders may use this column to confirm documents have been completed, signed and included in the tender)
Record of addenda to tender documents	RD.E.1	
Data provided by the contractor	Section C1.2	
Form of offer and acceptance	Section C1.1	

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Error! Bookmark not defined.	
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FORM RD.A.1 COMPULSORY ENTERPRISE QUESTIONNAIRE

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

Section 1: Name of Enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: CSD number:

Section 5: Particulars of sole proprietors and partners in partnerships:

Name*	Identity Number*	Personal Income Tax Number*
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** Complete only if sole proprietor or partnership and attach separate page if more than 3 partners*

Section 6: Particulars of companies and close corporations

Company registration number:

Close corporation number:

Tax reference number:

Section 7: MBD4 issued by National Treasury must be completed for each tender and be attached as a tender requirement.

Section 9: MBD8 issued by National Treasury must be completed for each tender and be attached as a tender requirement.

Section 10: MBD9 issued by National Treasury must be completed for each tender and be attached as a tender requirement.

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

- authorizes the employer to verify the tenderers tax clearance status from the South African Revenue Services that it is in order;
- 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;
- 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;
- 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; and
- confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed:

Date:

Name:

Position

Enterprise Name:

FORM RD.A.2 MBD 4: DECLARATION OF INTEREST IN TENDER OF PERSONS IN SERVICE OF STATE

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.

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

3.1 Full name of bidder or his/her representative:

3.2 Identity Number:

3.3 Position occupied in Company:
(director, trustee, shareholder²)

3.4 Company Registration Number:

3.5 Tax Reference Number:

3.6 VAT Registration Number:

3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

3.8 Are you presently in the service of the state?

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

(a) a member of –

- (i) any municipal council;
- (ii) any provincial legislature; or
- (iii) the national Assembly or the national Council of provinces;

(b) a member of the board of directors of any municipal entity;

(c) an official of any municipality or municipal entity;

(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);

(e) a member of the accounting authority of any national or provincial public entity; or

(f) an employee of Parliament or a provincial legislature

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

Part T2: Returnable Documents

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 _____

Contract: RTD 13 2024/25: Tender for the appointment of an employer's representative for the Intelligent Transport System (ITS) for a period of 36 months

Part T2: Returnable Documents

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

Full Name	Identity Number	State Employee Number

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

Person authorized to sign the tender:

Full name (in BLOCK letters): _____

Signature: _____

Date: _____

FORM RD.A.3 MBD 8: DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1. This Municipal tender document must form part of all tenders invited.
2. 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. The tender of any tenderer may be rejected if that Tenderer, or any of its directors have:
 - a. abused the Municipality's / Municipal entity's supply management system or committed any improper conduct in relation to such system;
 - b. been convicted for fraud or corruption during the past five years;
 - c. wilfully neglected, reneged on or failed to comply with any government, Municipal or other public sector contract during the past five years; or
 - d. been listed in the Register for Tender Defaulters in terms of Section 29 of the Prevention and Combating of Corrupt Activities Act, 2004 (Act 12 of 2004).
4. In order to give effect to the above, the following questionnaire must be completed and submitted with the tender:

Item	Question	Response	
4.1	Is the Tenderer, any of its directors listed on the National Treasurer's database as a company or persons prohibited from doing business with the public sector? (Companies for persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied) If so, furnish particulars:	Yes	No
4.2	Is the Tenderer 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, 2004 (Act 12 of 2004)? (To access this Register enter the National Treasury's website, www.treasury.gov.za , click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number 012-326-5445) If so, furnish particulars:	Yes	No
4.3	Was the Tenderer 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? If so, furnish particulars:	Yes	No

Contract: RTD 13 2024/25: Tender for the appointment of an employer's representative for the Intelligent Transport System (ITS) for a period of 36 months

Part T2: Returnable Documents

Item	Question	Response	
4.4	Does the Tenderer or any of it's directors owe any Municipal rates and taxes or Municipal charges to the Municipality / Municipal entity, or to any other Municipality / Municipal entity, that is in arrears for more than three months?	Yes	No
	If so, furnish particulars:		
4.5	Was any contract between the Tenderer and the Municipality / Municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes	No
	If so, furnish particulars:		

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

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

Person authorized to sign the tender:

Full name (in BLOCK letters): _____

Signature: _____

Date: _____

FORM RD.A.4 MBD 9: CERTIFICATION OF INDEPENDENT TENDER DETERMINATION

1. This Municipal Bidding Document (MBD) must form part of all tenders³ invited.
2. 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 tendering (or tender rigging)⁴. Collusive tendering is a *per se* prohibition meaning that it cannot be justified under any grounds.
3. 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 tender of any tenderer if that tenderer 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 tendering process or the execution of the contract.
4. This MDB will serve as a certificate of declaration that would be used by institutions to ensure that, when tenders are considered, reasonable steps are taken to prevent any form of tender-rigging.
5. In order to give effect to the above, the attached Certificate of Tender Determination must be completed and submitted with the tender.

³ Includes price tenders, advertised competitive tenders, limited tenders and proposals.

⁴ Tender rigging (or collusive tendering) 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 tender process. Tender rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting the accompanying tender:

RTD 13-2024/25 (IRPTN 01-2025): Tender for the appointment of an employer's representative for the Intelligent Transport System (ITS) for a period of 36 months

in response to the invitation for the tender made by

City of Tshwane Metropolitan Municipality

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

I certify, on behalf of _____ that:
(Name of tenderer)

1. I have read and understand the contents of this certificate;
2. I understand that the accompanying tender will be disqualified if this certificate is found not to be true and complete in every aspect;
3. I am authorized by the tenderer to sign this certificate, and to submit the accompanying tender, on behalf of the tenderer;
4. Each person whose signature appears on the accompanying tender has been authorized by the tenderer to determine the terms of, and to sign, the tender, on behalf of the tenderer;
5. For the purposes of this Certificate and the accompanying tender, I understand that the word "competitor"⁵ shall include any individual or organization, other than the tenderer, whether or not affiliated with the tenderer who:
 - a. has been requested to submit a tender in response to this tender invitation, based on their qualifications, abilities or experience; and
 - b. could potentially submit a tender in response to this tender invitation, based on their qualifications, abilities or experience; and
 - c. provides the same goods and services as the tenderer and/or is in the same line of business as the tenderer.
6. The tenderer has arrived at the accompanying tender independently form, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium⁵ will not be construed as collusive tendering.
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 services 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 tender;
 - e. The submission of a tender which does not meet the specifications and conditions of the tender; or

⁵ 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.

- f. Tendering with the intention not to win the tender.
8. In addition, there have been no consultations, communications, agreements or arrangement with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this tender invitation relates.
9. The terms of the accompanying tender have not been, and will not be, disclosed by the tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening or to 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 tenders and contracts, tenders 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.

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

Person authorized to sign the tender:

Full name (in BLOCK letters): _____

Signature: _____

Date: _____

Contract: RTD 13 2024/25: Tender for the appointment of an employer's representative for the Intelligent Transport System (ITS) for a period of 36 months

Part T2: Returnable Documents

FORM RD.A.5 CERTIFICATE OF AUTHORITY OF SIGNATORY

RESOLUTION of the a meeting of the *Board of Directors/Members/Partners of

(Legally correct full name and registration number, if applicable, of the enterprise)

Held at: _____ (place)

On: _____ (date)

RESOLVED that:

1. The enterprise submits a tender to the Tshwane Metro Municipality in respect of the following project:

Tender Number:

RTD 13-2024/25 (IRPTN 01-2025)

Tender Description:

Tender for the appointment of an employer's representative for the Intelligent Transport System (ITS) for a period of 36 months

2. *Mr/Ms:

in *his/her capacity as

and who will sign as follow:

Proof signature	Proof signature
-----------------	-----------------

be, and is hereby authorized to sign the tender, and any and all other documents and/or correspondence in connection with and relating to the tender for the enterprise mentioned above

NAME	CAPACITY	SIGNATURE

Note:

- *Delete which is not applicable.
- IMPORTANT: This resolution must be signed by all the directors/members/ partners of the tendering enterprise.
- Should the number of directors/members/partners exceed the space available above, additional names and signatures must be supplied on a separate page.

Enterprise stamp

Contract: RTD 13 2024/25: Tender for the appointment of an employer's representative for the Intelligent Transport System (ITS) for a period of 36 months

Part T2: Returnable Documents

FORM RD.A.6 CERTIFICATE OF AUTHORITY OF SIGNATORY FOR JOINT VENTURES AND CONSORTIA

*Joint venture/consortium name: _____

We, the undersigned, are submitting this tender in a *joint venture/consortium and hereby authorize *Mr/Ms

_____ authorized signatory of the enterprise

_____ acting in the capacity of lead partner

to sign the tender, and any and all other documents and/or correspondence in connection with and relating to the tender for the *joint venture/consortium mentioned above.

Registered name of enterprise	Registration number	% of contract value	Address	Duly authorized signatory	Mark with (x) for lead partner

Note:

1. *Delete which is not applicable.
2. IMPORTANT: This resolution must be signed by all the parties of the joint venture/consortium and every duly authorized signatory for each party to the joint venture/consortium must complete a Form RD.C.15.
3. Should the number of directors/members/partners exceed the space available above, additional names and signatures must be supplied on a separate page.

Date:

FORM RD.A.8 PROOF OF REGISTRATION IN TERMS OF THE ENGINEERING PROFESSIONS ACT 46, 2000

The tenderer must provide proof of persons in their **full-time employee** that are registered in terms of the Engineering Professions Act, 2000 (Act 46 of 2000). The tenderer must confirm that registered employees are in their full-time employ by means of a declaration to this effect on the company's letterhead and duly signed.

NAME	REGISTRATION			Confirm full time employed
	Professional Category	Discipline	ECSA Number	

(Attach required documentary proof to this page)

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

Person authorized to sign the tender:

Full name (in BLOCK letters): _____

Signature: _____

Date: _____

Form RD.B.1

MBD 6.1

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

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

1. GENERAL CONDITIONS

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

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

1.2 **To be completed by the organ of state**

(delete whichever is not applicable for this tender).

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

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	Points
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

2. DEFINITIONS

- 2.1 **B-BBEE** means broad-based black economic empowerment as defined in Section 1 of the Broad-Based Black Economic Empowerment Act.
- 2.2 **B-BBEE Status Level of Contributor** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of Section 9(1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003).
- 2.3 **Broad-Based Black Economic Empowerment Act** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003).
- 2.4 **EME** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act.
- 2.5 **functionality** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- 2.6 **prices** includes all applicable taxes less all unconditional discounts.
- 2.7 **proof of B-BBEE status level of contributor** means:
- 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act.
- 2.8 **QSE** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act.
- 2.9 **rand value** means the total estimated value of a contract in Rand, calculated at the time of tender invitation, and includes all applicable taxes.

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

80/20:

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
BB-BEE score of companies		
Level 1	8 Points	
Level 2	7 Points	
Level 3	6 Points	
Level 4	5 Points	
Level 5	4 Points	
Level 6	3 Points	
Level 7	2 Points	
Level 8	1 Point	
Non-compliant	0 Points	
EME and/or QSE	2	
At least 51% Women owned companies	2	
At least 51% owned companies by People with disability	2	
At least 51% owned companies by Youth	2	
Local Economic Participation		
City of Tshwane Participants	4	
Gauteng Participants	2	
National participants	1	

Contract: RTD 13 2024/25: Tender for the appointment of an employer's representative for the Intelligent Transport System (ITS) for a period of 36 months

Part T2: Returnable Documents

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

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

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

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

FORM RD.B.2 VALID B-BBEE STATUS LEVEL OF CONTRIBUTOR CERTIFICATE

Submit 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 an Accounting Officer as contemplated in the Close Corporation Act (CCA).

NOTE:

1. Attach original copy of B-BBEE Verification Certificate to this page.
2. In the case of a joint venture / consortium parties must each attach original copy of their B-BBEE Verification Certificates.

FORM RD.B.3 B-BBEE EXEMPTED MICRO ENTERPRISE – SWORN AFFIDAVIT

I, the undersigned

Full Name & Surname

Identity Number - - -

Hereby declare under oath as follow:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a member / director / owner of the following enterprise and am duly authorised to act on its behalf.

Enterprise Name

Trading Name

Registration Number

Enterprise Address

3. I hereby declare under oath that:

- The enterprise is _____ % black owned;
- The enterprise is _____ % woman owned;
- The enterprise is _____ % owned companies by People with disability;
- The enterprise is _____ % owned companies by Youth;
- Based on the audited management accounts and other information available on the _____ financial year, the income did not exceed R 10,000,000 (ten million rands);
- Please confirm on the below the B-BBEE level contributor, by ticking the applicable box.

100% Black owned **Level One** (135% B-BBEE procurement recognition)

More than 51% Black owned **Level Two** (125% B-BBEE procurement recognition)

Less than 51% Black owned **Level Four** (100% B-BBEE procurement recognition)

4. The entity is an empowering supplier in terms of the dti Codes of Good Practice
5. I know and understand the contents of the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
6. The sworn affidavit will be valid for a period of 12 (twelve) month from the date signed by the commissioner.

Deponent Signature:

Date:

Commissioner of oaths
(Signature and stamp)

FORM RD.B.4 PROMOTION OF LOCAL ENTERPRISES

The City of Tshwane has mandated the promotion of local enterprises. To comply with this the tenderer must provide proof of the type of business unit and whether the unit resides within the Tshwane and will be scored as follow:

If 80/20 preference point system applies:

	Promotion of local enterprises
No Response (score 0)	The tenderer did not respond or comply with this evaluation schedule. A score of 0 will also be awarded for any misrepresentation made in this regard,
Satisfactory (score 1)	The tenderer operates a head office or fully staffed office or his sole office outside the boundaries of Gauteng Province. (I.e. no business unit or office resides within the boundaries of Tshwane Metropolitan Municipality)
Good (score 2)	The tenderer's office resides within the boundaries of Gauteng Province. (I.e. no business unit or office resides within the boundaries of Tshwane Metropolitan Municipality)
Very good (score 4)	The tenderer's office resides within the boundaries of the Tshwane Metropolitan Municipality.

Municipal Rates & Taxes not older than three months from tender advertisement date or Valid Lease Agreement should be attached as evidence.

(If necessary the tenderer will be requested to present the office / business unit to officials of the City)

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

Person authorized to sign the tender:

Full name (in BLOCK letters): _____

Signature: _____

Date: _____

FORM RD.B.5 At least 51% Women owned companies and At least 51% owned companies by Youth

The City of Tshwane has mandate for the promotion At least 51% Women owned companies and At least 51% owned companies by youth. To comply with this the tenderer must provide Certified copy of Identity Document/s that proof that company is 51% owend by Women or youth

	promotion At least 51% Women owned companies and At least 51% owned companies by youth
No Response (score 0)	The tenderer did not respond or comply with this evaluation schedule. A score of 0 will also be awarded for any misrepresentation made in this regard,
Good (score 1)	Certified copy of Identity Document/s that proof that company is 51% owned by Women
Good (score 1)	Certified copy of Identity Document/s that proof that company is 51% owned by youth

(If necessary the tenderer will be requested to present the office / business unit to officials of the City)

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

Person authorized to sign the tender:

Full name (in BLOCK letters):

Signature:

Date:

FORM RD.B.6 At least 51% owned companies by People with disability

The City of Tshwane has mandate for the promotion of At least 51% owned companies by People with disability. To comply with this the tenderer must provide Medical Certificate with doctor's details (Practice Number, Physical Address and contact numbers that proof that company is 51% owned by People with disability

	Promotion of At least 51% owned companies by People with disability
No Response (score 0)	The tenderer did not respond or comply with this evaluation schedule. A score of 0 will also be awarded for any misrepresentation made in this regard,
Good (score 1)	Medical Certificate with doctor's details (Practice Number, Physical Address and contact numbers

(If necessary the tenderer will be requested to present the office / business unit to officials of the City)

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

Person authorized to sign the tender:

Full name (in BLOCK letters):

Signature:

Date:

Contract: RTD 13-2024/25 (IRPTN 01-2025): Tender for the appointment of an employer's representative for the Intelligent Transport System (ITS) for a period of 36 months

Part T2: Returnable Documents

FORM RD.C.1 PROOF OF REGISTRATION ON CSD WITH NATIONAL TREASURY

1. Attach original or certified copy of CSD registration certificate to this page.
2. In the case of a joint venture / consortium (excluding consulting engineering partners) the joint venture / consortium must attach original or certified copy of their CSD registration certificate to this page.

FORM RD.C.2 MBD 5: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)

1. The tenderer is required by law to prepare annual financial statements for auditing their audited annual financial statements:
- i) for the past three years; or
 - ii) Since the establishment if established during the past three years.

Indicate whether these have been included in the tender:

YES	NO
-----	----

2. Does the tenderer have any undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days?

YES	NO
-----	----

If so, state particulars _____

3. Has any contracts been awarded to the tenderer by an organ of state during the past five years?

YES	NO
-----	----

If so, state particulars _____

4. Has there been any material non-compliance or dispute concerning the execution of such contract?

YES	NO
-----	----

If so, state particulars _____

5. Is any portion of the goods or services expected to be sourced from outside the Republic?

YES	NO
-----	----

If, so state what portion and whether any portion of payment from the municipality is expected to be transferred outside of the Republic.

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

Person authorized to sign the tender:

Full name (in BLOCK letters): _____

Signature: _____

Date: _____

FORM RD.C.3 PROOF OF PROFESSIONAL INDEMNITY INSURANCE

The tenderer must provide proof of Professional Indemnity Insurance for at least R10-million per claim and the number of claims unlimited. See **Clause 8. Indemnity, insurance and liability** in **C1.2.2 Data Provided by the Employer**.

NOTE:

1. Attach original or certified copy of Professional Indemnity Insurance Certificate to this page.
2. In the case of a joint venture / consortium parties must each attach original or certified copy of their Professional Indemnity Insurance Certificates.

Contract: RTD 13-2024/25 (IRPTN 01-2025): Tender for the appointment of an employer's representative for the Intelligent Transport System (ITS) for a period of 36 months

Part T2: Returnable Documents

TERMS OF REFERENCE FOR QUALITY EVALUATION WITH SPECIFIC REFERENCE TO THE SCOPE OF SERVICES

These Terms of Reference must be read in conjunction with Part C3: Scope of Work.

FORM RD.D.1 EVALUATION SCHEDULE: TENDER'S EXPERIENCE

The experience of the tenderer or joint venture partners in the case of an unincorporated joint venture or consortium as opposed to the key staff members /experts in similar projects or similar areas and conditions in relation to the scope of work.

Tenderers must complete Form RD.D.2: Schedule of Tender's Experience and Form RD.D4: Service Areas Provided to comply with this schedule.

The scoring of the tenderer's experience will be as follows:

Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders				
A certified copy of professional registration and qualifications must be submitted with the bid. (Refer to returnable schedule RD.A.7 and RD.A.8: Proof of Registration in terms of the relevant Professions Act, in Part T2: Returnable Schedules)				
A Tenderer will be eligible to submit a tender if they:				
2. Meet the minimum requirements for the key persons as stated in the Scope of Works Section C3.7 Particular/Generic Specification.				
Bidders must have the required skills and professionally registered personnel for the disciplines including the listed below:				
vii) Technical Advisor: A person registered in terms of the Engineering Profession Act, 2000 (Act 46 of 2000) Engineering Council of South Africa (ECSA) (Min 5 years' experience post qualification)				
viii) Operations Manager: A person(s) registered as a Professional Electronics or Electrical Technician in terms of the Engineering Profession Act, 2000 (Act 46 of 2000) (ECSA)				
ix) Employer representative: A person(s) with Degree (NQF7) in Computer Science or Electrical or Information systems or Electronic Engineering and Contract Management certification (Min 5 years' experience post qualification)				
x) Finance Manager: A Person registered in term of Professional Finance institutes				
xi) Project Manager: A Person registered in Project Management Institute (PMI) as a certified project management professional (PMP) or SACPCMP (Min 5 years' experience post qualification)				
xii) Project administrator: NQF level 7 - Bachelor's in administration or Equivalent qualification				
Only those tenderers who score a minimum of 70 points in respect of the following criteria are eligible to submit tenders.				
The Functionality criteria are:				
CRITERIA	SUB-CRITERIA	SCALE (A)	WEIGHT (B)	HIGHEST POSSIBLE SCORE = (A X B)
4. Relevant Experience of Tenderer with respect to specific aspects of the project/ comparable projects:				Max 25
Refer to outlined scope of work. Attach reference. Number of ITS (AFC & APTMS &/or UTC) project involved in and completed. Supporting documentation in the form of a signed appointment letter(s) and reference letter for completed project(s). Failure to submit, will result in zero score allocated	1-2 relevant project(s) 3-4 relevant projects 5-6 relevant projects >6 relevant projects	2 3 4 5	5	25

5. Experience of key staff on relevant (ITS Projects)

The curriculum vitae's (CVs) of the key personnel assigned to the project clearly stating their previous responsibilities in the ITS projects. The lead/key professionals for each discipline, as nominated must supply certified proof of professional registration, qualifications and reference Letter/Testimony. It should be noted that only professional registration of the respective individuals is required, and no candidate registration will be accepted.

These documents are compulsory and Failure to submit these, will result in a bidder being awarded zero points for relevant experience of key staff.

Key Staff as indicated below:				Max 45
1. Project Manager	1-2 project(s) 3-4 projects 5-6 projects 6> projects	2 3 4 5	1	5
2. Employer Representative (Engineer)	1-2 relevant project(s) 3-4 relevant projects 5-6 relevant projects 6> relevant projects	2 3 4 5	2	10
3. Technical Advisor	1-2 relevant project(s) 3-4 relevant projects 5-6 relevant projects 6> relevant projects	2 3 4 5	2	10
4. Operations Manager (1)	1-2 relevant project(s) 3-4 relevant projects 5-6 relevant projects 6> relevant projects	2 3 4 5	1	5
4. Operations Manager (2)	1-2 relevant project(s) 3-4 relevant projects 5-6 relevant projects 6> relevant projects	2 3 4 5	1	5
5. Finance Management	1-2 relevant project(s) 3-4 relevant projects 5-6 relevant projects	2 3 4 5	1	5

	6> relevant projects			
6. Project Administrator	1-2 project(s) 3-4 projects 5-6 projects 6> projects	2 3 4 5	1	5
6. Experience of Key Staff: Post qualification.				
Key Staff as Indicated Below: The curriculum vitae's (CVs) of the key personnel assigned to the project clearly stating their previous responsibilities with regards to comparable projects and reference letter/Testimony. These documents are compulsory and failure to submit will result in a zero-score allocated. Key Staff as indicated below:				
Relevant experience post qualification:				Max 30
2. Project Manager	From 5 years but less than 6 years	2	2	10
	6 years but less than 7 years	3		
	7 years +	5		
2. Technical Advisor	From 5 years but less than 6 years	2	2	10
	6 years but less than 7 years	3		
	7 years +	5		
3. Employer's Representative (In FIDIC contract management	Any other contract management	2	2	10
	2 FIDIC contract	3		
	3 FIDIC contract	5		
Total:100				

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

Person authorized to sign the tender:

Full name (in BLOCK letters): _____

Signature: _____

Date: _____

FORM RD.D.2 SCHEDULE OF TENDERER’S EXPERIENCE

The following is a statement of similar work successfully executed by myself/ourselves. Signed Copies of reference or testimonial letters of the completed relevant projects to be attached.

Employer, contact person and telephone number	Description of contract	Value of work & Value of Fees	Date completed

(Attach additional pages if more space is required)

FORM RD.D.3 EVALUATION SCHEDULE: QUALIFICATIONS AND EXPERIENCE OF KEY PERSONNEL

The experience of assigned staff member in relation to the scope of work will be evaluated from two 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; and
- 2) The education, training, skills and experience of the Assigned Staff in the specific sector, field, subject, etc.

Tenderers must complete Form RD.D.4: Key Personnel to comply with this schedule. A CV (see Form RD.D.5: Curriculum Vitae) of the proposed person/persons that will execute the scope of services. Specific mention should be made of qualifications completed relevant to the scope of work

FORM RD.D.4 PROFESSIONAL REGISTRATION OF KEY PERSONNEL

The tenderer shall list in the table below the key personnel to be engaged for this project.

Refer to clause C.2.1 of Part T1: Eligibility (mandatory requirements)

Note: Form RD.D.5 must be complete for each person listed below.

	NAME	PROFESSIONAL REGISTRATION CATEGORY	Number of years post registration experience
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			

Contract RTD 10/2024-2025: Tender for the appointment of an employer's representative for the Intelligent Transport System (ITS) for a period of 36 months
Part C3: Scope of Work

14			
15			

(Attach additional pages if more space is required)

FORM RD.D.5 CURRICULUM VITAE OF KEY PERSONNEL

Note: This form should be completed for each key person listed in Form RD.D.4.

Name:	Date of birth:
Profession:	Nationality:
Qualifications:	
Professional membership:	
Number of years post registration experience:	
Name of employer (firm):	
Current position:	Years with firm:
Employment record: (list in chronological order starting with earliest work experience)	
Experience record pertinent to required service:	
Certification: I, the undersigned, certify that to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.	
_____ <i>(Signature of person named in schedule)</i>	_____ Date:

FORM RD.E.1 RECORD OF ADDENDA TO TENDER DOCUMENTS

We confirm that the following communications received from the Employer before submission of this tender, amending or amplifying the tender documents, have been taken in account in this tender offer:

	DATE	REFERENCE	TITLE
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

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

Person authorized to sign the tender:

Full name (in BLOCK letters): _____

Signature: _____

Date: _____

PORTION 2: CONTRACT

PART C1: AGREEMENTS AND CONTRACT DATA

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C1.1 FORM OF OFFER AND ACCEPTANCE

STAMP

OFFER

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

RTD 13-2024/25 (IRPTN 01-2025): Tender for the appointment of an employer’s representative for the Intelligent Transport System (ITS) for a period of 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 returnable 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 PRICES INCLUSIVE OF VALUE ADDED TAX IS

R

(in figures)

(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 AND ON BEHALF OF THE TENDERER:

NAME:
(in BLOCK letters)

CAPACITY:
(of authorized agent)

SIGNATURE:
(of authorized agent)

SIGNED at

on this

day of

WITNESSES:
(Full name in BLOCK letters and signature)

1.

2.

70

Contract RTD 10/2024-2025: Tender for the appointment of an employer's representative for the Intelligent Transport System (ITS) for a period of 36 months
Part C3: Scope of Work

ACCEPTANCE

By signing this part of this 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 Agreements and Contract Data
Part C2 Pricing Data
Part C3 Scope of Work
Part C4: Additional Information

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

Deviations from and amendments to the documents listed in the tender data and any addenda thereto listed in the tender schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

The tenderer shall within two weeks after receiving a letter of acceptance, contact the employer's agent (whose details are given in the contract data) to arrange the delivery of guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. 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.

FOR AND ON BEHALF OF THE EMPLOYER:

NAME:

(in BLOCK letters)

CAPACITY:

(of authorized agent)

SIGNATURE:

(of authorized agent)

SIGNED at

on this

day of

WITNESSES:

(Full name in BLOCK letters and signature)

1.

2.

SCHEDULE OF DEVIATIONS

Notes:

1. The extent of deviations from the tender documents issued by the employer prior to the tender closing date is limited to those permitted in terms of the conditions of tender;
2. A tenderer's covering letter shall not be included in the final contract document. Should any matter in such, letter, which constitutes a deviation as aforesaid become the subject of agreements reached during the process of, offer and acceptance, the outcome of such agreement shall be recorded here;
3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the parties becomes an obligation of the contract shall also be recorded here;
4. Any change or addition to the tender documents arising from the above agreements and recorded here shall also be incorporated into the final draft of the contract.

4.1	Subject: _____
	Details: _____
4.2	Subject: _____
	Details: _____
4.3	Subject: _____
	Details: _____
4.4	Subject: _____
	Details: _____
4.5	Subject: _____
	Details: _____

By the duly authorised representatives signing this agreement, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from the 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.

It is expressly agreed that no other matter whether, oral communication or implied during the period between the issue of the tender documents and the receipt by the Tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.

Contract RTD 10/2024-2025: Tender for the appointment of an employer's representative for the Intelligent Transport System (ITS) for a period of 36 months
Part C3: Scope of Work

FOR AND ON BEHALF OF THE TENDERER:

NAME:

(in BLOCK letters)

CAPACITY:

(of authorized agent)

SIGNATURE:

(of authorized agent)

SIGNED at

on this

day of

WITNESSES:

(Full name in BLOCK letters and signature)

1.

2.

FOR AND ON BEHALF OF THE EMPLOYER:

NAME:

(in BLOCK letters)

CAPACITY:

(of authorized agent)

SIGNATURE:

(of authorized agent)

SIGNED at

on this

day of

WITNESSES:

(Full name in BLOCK letters and signature)

1.

2.

Contract RTD 10/2024-2025: Tender for the appointment of an employer's representative for the Intelligent Transport System (ITS) for a period of 36 months
Part C3: Scope of Work

CONFIRMATION OF RECEIPT

The Tenderer, (now Consultant), identified in the Offer part of this Agreement hereby confirms receipt from the Employer, identified in the Acceptance part of this Agreement, of one fully completed original copy of this Agreement, including the Schedule of Deviations (if any) today the _____ (day) of _____ (month) _____ (year) at _____ (place).

FOR AND ON BEHALF OF THE CONSULTANT:

NAME:

(in BLOCK letters)

CAPACITY:

(of authorized agent)

SIGNATURE:

(of authorized agent)

SIGNED at _____ on this _____ day of _____

WITNESSES:

(Full name in BLOCK letters and signature)

1. _____

2. _____

Contract RTD 10/2024-2025: Tender for the appointment of an employer’s representative for the Intelligent Transport System (ITS) for a period of 36 months
Part C3: Scope of Work

C1.2 CONTRACT DATA

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Contract RTD 10/2024-2025: Tender for the appointment of an employer's representative for the Intelligent Transport System (ITS) for a period of 36 months
Part C3: Scope of Work

C1.2.1 GENERAL CONDITIONS OF CONTRACT

The general conditions of contract applicable to this contract shall be **NEC3 Professional Services Contract**, as well as the Data provided by Employer.

Tenderers, contractors and subcontractors shall obtain their own copies of the document **NEC3 Professional Services Contract, 2013** for tendering purposes and for use for the duration of the contract and shall bear all expenses in this regard:

Engineering Contracting Strategies (ECS)
Telephone: 011 803 3008
E-Mail: admin@ecs.co.za
Web: www.ecs.co.za

OR

Consulting Engineers South Africa (CESA)
Telephone: 011 463 2022
E-Mail: general@cesa.co.za
Web: www.cesa.co.za

OR

South African Institution of Civil Engineering (SAICE)
Telephone: 011 80505947 / 48 / 53
E-Mail: civilinfo@saice.org.za
Web: www.saice.org.za

C1.2.2 DATA PROVIDED BY THE EMPLOYER

CLAUSE/OPTION	DATA
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option G: Term contract dispute resolution Option W1: Dispute resolution and secondary Options X1: Price adjustment for inflation X2: Changes in the law X9: Transfer of rights X10: Employer's Agent X11: Termination by the Employer Z: Additional conditions of contract of the NEC3 Professional Services Contract, 2013
1. General	
10.1	- The <i>Employer</i> is City of Tshwane Metropolitan Municipality. - The <i>Employer</i> has authorised the Group Head to act on his behalf in respect of this Contract, save for such duties or functions: - which other holders of office ex officio execute on behalf of the <i>Employer</i>; or - for which the Group Head has no authority and the <i>Employer's</i> approval is required before execution thereof. - The Group Head is: Pheko Letlonkane IRPTN Division Roads and Transport Department P.O. Box 1409 PRETORIA 0001
11.2(1)	A detail programme of services to be rendered, to be submitted for approval by the Employer within 21 working days from the start date
11.2(6)	Close-out report with all relevant documentation to be submitted within 3 months of issuing a completion certificate
11.2(9)	The <i>services</i> are for the provision of professional services specified in the Scope and identified in the Acceptance portion of the Form of Offer and Acceptance
11.2(10)	- The following matters will be included in the Risk Register i. Availability of funds approved by Employer on the budget for the project.
11.2(11)	The Scope is in the document called Part C3: Scope of Work
12.2	The <i>law of the contract</i> is the law of the Republic of South Africa subject to the jurisdiction of the Courts of South Africa
13.1	The <i>language</i> of the contract is English
13.3	The <i>period for reply</i> is 2 (two) weeks

CLAUSE/OPTION	DATA								
2. The Parties' main responsibilities 25.2 25.5	- The <i>Employer</i> provides access to persons places and things as stated in the Task Order - The Consultant adheres and management the projects in accordance with the Municipal Financial Management Act (MFMA) and relevant regulations published for time to time.								
3 Time									
31.2	The starting date is the date which the consultant receives a signed copy of the contract document with a schedule of deviations, if any.								
11.2(3)	The completion date is 36 months after the starting date <i>Note: If no completion date is provided the Consultant will perform the Services until completed as per Scope of Work</i>								
31.1	The Consultant submits revised programmes at intervals no longer than 1 (one) month.								
5. Payment 50.1 50.3	- The <i>assessment interval</i> is monthly. - The <i>expenses</i> stated by the <i>Employer</i> are <table> <tr> <th>Item</th><th>Amount</th></tr> <tr> <td> - printing or reproduction of documents issued to the <i>Employer</i> or, where instructed by the <i>Employer</i> to Others, other than general correspondence and minor reports - covers and binding of documents issued to the <i>Employer</i> or, where instructed by the <i>Employer</i> to Others, other than general correspondence and minor reports - maps, models and presentation materials </td><td> Market related cost or in accordance with the latest Rates for Reimbursable expenses published on www.publicworks.gov.za </td></tr> <tr> <td> - parking charges and toll fees within the Tshwane municipal area - casual labour and miscellaneous hand tools and materials </td><td>Cost</td></tr> <tr> <td> - special equipment required to perform specific aspects of a Time Charge Order which is not included in the staff rates </td><td>Open market or competitively tendered process with all deductions for all discounts, rebates and taxes that can be recovered</td></tr> </table>	Item	Amount	- printing or reproduction of documents issued to the <i>Employer</i> or, where instructed by the <i>Employer</i> to Others, other than general correspondence and minor reports - covers and binding of documents issued to the <i>Employer</i> or, where instructed by the <i>Employer</i> to Others, other than general correspondence and minor reports - maps, models and presentation materials	Market related cost or in accordance with the latest Rates for Reimbursable expenses published on www.publicworks.gov.za	- parking charges and toll fees within the Tshwane municipal area - casual labour and miscellaneous hand tools and materials	Cost	special equipment required to perform specific aspects of a Time Charge Order which is not included in the staff rates	Open market or competitively tendered process with all deductions for all discounts, rebates and taxes that can be recovered
Item	Amount								
- printing or reproduction of documents issued to the <i>Employer</i> or, where instructed by the <i>Employer</i> to Others, other than general correspondence and minor reports - covers and binding of documents issued to the <i>Employer</i> or, where instructed by the <i>Employer</i> to Others, other than general correspondence and minor reports - maps, models and presentation materials	Market related cost or in accordance with the latest Rates for Reimbursable expenses published on www.publicworks.gov.za								
- parking charges and toll fees within the Tshwane municipal area - casual labour and miscellaneous hand tools and materials	Cost								
special equipment required to perform specific aspects of a Time Charge Order which is not included in the staff rates	Open market or competitively tendered process with all deductions for all discounts, rebates and taxes that can be recovered								

CLAUSE/OPTION	DATA											
51.1 51.2 51.5	– specialist studies undertaken by appropriately qualified and competent professionals – tests and, where applicable, the making good following such test undertake by specialists or accredited laboratories											
	– vehicle travel within the Tshwane Municipal area. No vehicle travel outside the borders of Tshwane will be reimbursed.	In accordance with the latest Rates for Reimbursable expenses published on www.publicworks.gov.za										
	• The period within which payment is made is 30 (thirty) days.											
	• The <i>currency of this contract</i> is South African Rand (ZAR).											
	• The <i>interest rate</i> is 2% (two percent) per annum above the prime lending rate of the Employer’s bank at the time an interest payment is due.											
8.	Indemnity, insurance and liability	• The amounts of insurance and the periods for which the Consultant maintains insurance are:<table><tr><th>Event</th><th>Cover</th><th>Period following Completion of the whole of the services or earlier termination</th></tr><tr><td>Failure of the consultant to use the skill and care normally used by professionals providing services similar to the services</td><td>The Consultant shall insure against professional negligence, errors and omissions under a Professional Indemnity policy for at least R10-million per claim and the number of claims unlimited</td><td>5 years</td></tr><tr><td>Death of or bodily injury to a person (not an employee of the Consultant) or loss of or damage to property resulting from an action or failure to take action by the Consultant</td><td>As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the Consultant’s common law liability for people falling outside the scope of the Act with a limit of indemnity of not less than R5-million in respect of each claim, without limit to the number of claims</td><td>12 months</td></tr></table>		Event	Cover	Period following Completion of the whole of the services or earlier termination	Failure of the consultant to use the skill and care normally used by professionals providing services similar to the services	The Consultant shall insure against professional negligence, errors and omissions under a Professional Indemnity policy for at least R10-million per claim and the number of claims unlimited	5 years	Death of or bodily injury to a person (not an employee of the Consultant) or loss of or damage to property resulting from an action or failure to take action by the Consultant	As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the Consultant’s common law liability for people falling outside the scope of the Act with a limit of indemnity of not less than R5-million in respect of each claim, without limit to the number of claims	12 months
Event	Cover	Period following Completion of the whole of the services or earlier termination										
Failure of the consultant to use the skill and care normally used by professionals providing services similar to the services	The Consultant shall insure against professional negligence, errors and omissions under a Professional Indemnity policy for at least R10-million per claim and the number of claims unlimited	5 years										
Death of or bodily injury to a person (not an employee of the Consultant) or loss of or damage to property resulting from an action or failure to take action by the Consultant	As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the Consultant’s common law liability for people falling outside the scope of the Act with a limit of indemnity of not less than R5-million in respect of each claim, without limit to the number of claims	12 months										

CLAUSE/OPTION		DATA		
		Death or bodily injury to employees of the Consultant arising out of and in the course of their employment in connection with this contract	That which is prescribed by the Compensation Injuries and disease Act No. 130 of 1993 as amended and whatever the Consultant deems desirable in addition	12 months
9	Termination	The appointment will terminate after lapsing of the set project duration or extended duration as confirmed by the municipality in writing.		
21	Option G Consultant's obligations			
21.4		The Consultant prepares forecasts of the total Task Order at intervals no longer than 30 (thirty) days.		
W1	Option W1			
W1.1		The <i>Adjudicator</i> is the person selected by the Parties in terms of the relevant Z Clause from the Panel of NEC Adjudicators set up by the Joint Civils Division of the Institution of Civil Engineers and the South African Institution of Civil Engineering.		
W1.2(3)		The <i>Adjudicator nominating body</i> is the Chairman of the Joint Civils Division of the Institution of Civil Engineers and the South African Institution of Civil Engineering.		
W1.4(2)		The <i>tribunal</i> is a South African court of law.		
X1	Price adjustment for inflation			
X1.1		The <i>index</i> is the index as per Statistical News Release P0141, Table B1 – CPI Headline, as published by Statistics South Africa		
		- The <i>staff rates</i> are: - fixed at the Contract Date and are not variable with changes are those that are based on a rate per hour. - variable with changes in salary paid to individuals are those derived from the total annual cost of employment or the daily market related wage.		
X2	Changes in law			
X2.1		The <i>law of the project</i> is the law of the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.		
X10	Employer's Agent			

CLAUSE/OPTION		DATA
X10.1		The <i>Employer's Agent</i> is stated in the Task Order.
		The authority of the <i>Employer's Agent</i> is fully empowered to act on behalf of the <i>Employer</i> for the services covered by the Task Order and will accept, or not accept, the <i>Consultant's</i> assessment of the amount due in terms of the contract
Z	Additional conditions of contract	The <i>additional conditions of contract</i> are:
Z1	Tax Invoices	The <i>Consultant's</i> invoice
		Delete the first sentence of core Clause 50.2 and replace by: Invoices submitted by the <i>Consultant</i> to the <i>Employer</i> include: - the details stated in the Scope to show how the amount due has been assessed, and - the details required by the <i>Employer</i> for a valid tax invoice.
		Delete the first sentence of core Clause 51.1 and replace by: Each payment is made by the <i>Employer</i> within 30 days of receiving the <i>Consultant's</i> invoice showing the details which this contract requires or, if a different period is stated in the Contract Data, within the period stated
Z2	Communications	Add to the end of the first sentence in core Clause 13.1
		Excluding communication by a communication protocol allowing the interchange of short text messages between mobile telephone devices and a store-and-forward method of writing, sending, receiving and saving messages over the internet.
Z3	Selection and appointment of the Adjudicator	A Party may at any time notify the other Party of the names of two persons he has chosen from the Panel of NEC Adjudicators set up by the Joint Civils Division of the Institution of Civil Engineers and the South African Institution of Civil Engineering (see www.jointcivils.co.za) whose availability to act as the Adjudicator the notifying Party has confirmed. The other Party selects one of the two persons chosen to be the Adjudicator within four days of receiving the notice, failing which the person chosen by the notifying Party will be the Adjudicator. The Parties appoint the selected Adjudicator under the NEC Adjudicator's Contract, June 2005 with amendments June 2006.
Z4	Notification of a compensation event	Replace eight weeks in clause 61.3 with four weeks.

C1.2.3 DATA PROVIDED BY THE CONSULTANT

CLAUSE/OPTION		DATA	
10.1		• The legal name of the Service Provider is:	
		• Physical Address:	
		• Postal Address:	
		• Telephone	
		• Facsimile:	
		• E-Mail Address:	
5.3	Designated Representative	• The authorised and designated representative of the Service Provider is:	
		• The address for receipt of communications is:	
		• Physical Address:	
		• Postal Address:	
		• Telephone	
		• Facsimile:	
		• E-Mail Address:	

CLAUSE/OPTION			DATA																																																		
7.	Service Personnel	Provider's	The Key Persons and their jobs / functions in relation to the services are:																																																		
			<table><tr><th>Name</th><th>Specific Duties</th></tr><tr><td></td><td></td></tr><tr><td></td><td></td></tr><tr><td></td><td></td></tr><tr><td></td><td></td></tr><tr><td></td><td></td></tr><tr><td></td><td></td></tr><tr><td></td><td></td></tr><tr><td></td><td></td></tr><tr><td></td><td></td></tr><tr><td></td><td></td></tr><tr><td></td><td></td></tr><tr><td></td><td></td></tr><tr><td></td><td></td></tr><tr><td></td><td></td></tr><tr><td></td><td></td></tr><tr><td></td><td></td></tr><tr><td></td><td></td></tr><tr><td></td><td></td></tr><tr><td></td><td></td></tr><tr><td></td><td></td></tr><tr><td></td><td></td></tr><tr><td></td><td></td></tr><tr><td></td><td></td></tr><tr><td></td><td></td></tr></table>	Name	Specific Duties																																																
			Name	Specific Duties																																																	
			Refer to Returnable Schedule RD.D.8 in this regard.																																																		

PART C2: PRICING DATA

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C2.1 PRICING INSTRUCTIONS

1. General

- 1.1 This section provides the tenderer with guidelines and requirements with regard to the completion of the Price Schedule. The Schedule **shall be completed in non-erasable black ink** and the tenderer is referred to the Conditions of Tender in regard to the correction of errors.
- 1.2 The Price Schedule shall be read with all the documents which form part of this Contract.
- 1.3 The fees used in the Pricing Schedule shall be based on the latest documents:
 - **ECSA Guideline for Services and Processes for Estimating Fees for Registered Persons.**
(available at <https://www.ecsa.co.za/regulation/SitePages/Guideline%20Fees.aspx>)
 - **Rates for Reimbursable Expenses**
(available at <http://www.publicworks.gov.za/consultantguidelines.html>)
 - AGSA (Auditor-General of South Africa) Circular 1/2024/25 Guideline on fees for financial service performed https://www.agsa.co.za/Portals/0/TAEV/Circular_01_2024_25_Guide_on_AGSA-Charge%20Out%20Rates%20Final.pdf?ver=Je7JPW142HEjlfB-uQo4Xg%3D%3D
- 1.4 All fees and sums of money quoted in the Price Schedule shall be in rands and whole cents. Fractions of a cent shall be discarded.
- 1.5 All prices and rates entered in the Price Schedule must be **excluding VAT**. VAT will be added last on the summary page of the Price Schedule.
- 1.6 An item against which no price, rate or discount is entered will be considered as a zero price, rate or discount and considered to be covered by the other prices, rates or discounts.
- 1.7 Should excessively high discount percentages be tendered, such discounts may be of sufficient importance to warrant rejection of a tender by the Employer.
- 1.8 Detailed pricing schedule to be included.

The basic fee for normal services in the field of expertise, is calculated at the percentage mentioned against the cost of the works.

The basic fee for normal services will be applicable as gazetted for the specific field of expertise.

The basic fee per value of project will apply. Bidders needs to indicate on the attached schedule of fees the % discount that will be offered per category based on the gazetted rates.
- 1.9 The rates submitted by the Consultant for the Site Staff component will hold valid for a period of 36 months from the date of the letter of award. Should the respective services be required beyond the 36 months, the rates will be revised by mutual agreement based on market-related rates.
- 1.10 The Price Schedule will be used for evaluation purposes only and payment will be done for actual work completed.
- 1.11 The IRPTN Division: ITS Deputy Director will have the powers to issue work orders to approved Professional Service Providers.

- 1.12 The client reserves the right, by giving written notice to the Consultant, to suspend or terminate the progress of a particular project/stage at any time. Should the client exercise this right, the client will pay the Consultant for work done and expenses incurred only up to the time that notice was given.
- 1.13 Disbursements shall mean expenses incurred by the respective consultant in rendering services to the IRPTN Division and shall include the following:
- 1.13.1 Agreed costs of typing, production, copying and binding of contract documents, feasibility reports, pre-qualification documents, preliminary design reports, final reports and manuals, excluding general correspondence, minor reports, contractual reports, progress reports, etc;
 - 1.13.2 Expenses on special productions, copying, printing, artwork, binding, and photography, etc. requested by the IRPTN Division.
 - 1.13.3 All costs incurred as part of disbursements must be with approval from the IRPTN Divisional Head
 - 1.13.4 Travelling expenses will not be recovered as part of the disbursements.
 - 1.13.5 Accommodation and subsistence expenses will not be recovered as part of the disbursements.
 - 1.13.6 Any other relevant disbursements shall be subject to approval with the IRPTN Divisional Head

2. Pay Items

- 2.1 Abbreviations used in the Price Schedule are as follows:

h	=	hour	p/h	=	person per hour
day	=	per day	p/d	=	person per day
month	=	per month	p/m	=	person per month
p	=	per person	no	=	number
%	=	percent	sum	=	sum
rate only	=	rate only	km	=	kilometre

3. Corrections of entries made by the tenderer

Any entry made by the Tenderer in the Price Schedule, forms, etc. which the tenderer desires to change, **shall not be erased or painted out**. A line shall be drawn through the incorrect entry and the correct entry shall be written above in **non-erasable black ink** and the **full signature** of the Tenderer shall be placed next to the correction.

4. Rates

All rates submitted by the Tenderer will be inclusive of total hourly rate.
The As and When required specialists' rates will form part of the total 36 months tendered rates.

C2.2 PRICING SCHEDULE

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Contract RTD 10/2024-2025: Tender for the appointment of an employer's representative for the Intelligent Transport System (ITS) for a period of 36 months
Part C3: Scope of Work

C.2.2.1 FEES FOR NORMAL SERVICES

C2.2.2.1.1 THERE ARE NO NORMAL SERVICES APPLICABLE TO THIS PROJECT

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

Person authorized to sign the tender:

Full name (in BLOCK letters): _____

Signature: _____

Date: _____

C.2.2.2 FEES FOR ADDITIONAL SERVICES

Table 1 PROFESSIONAL FEES

<u>Item</u>	<u>Task</u>	<u>Name and Project Role</u>	<u>Qualification</u>	<u>Number of Hours (Months)</u>	<u>ECSA Category</u>	<u>Hourly Rate (Discounted)</u>	<u>Monthly Cost</u>
AS.001.01	Project Management	Project Manager	Qualification in Project Management (NQF 5) and any built environment qualification(NQF 7)	80	B		
AS.001.02	Employers Representative ITS	Employer's Representative	Degree (NQF 7) in Computer Science or Information Systems or Electronics or Electrical Engineering	100	B		
AS.001.03	ITS Integration	Technical Advisor	BEng (Electronic or Electrical or Software Engineering) qualification or equivalent	80	B		
AS.001.04a	A Re Yeng and TBS Systems Lead	Operations	BTech/BEng (Electronic or Electrical) qualification or equivalent	80	C		
AS.001.04b	A Re Yeng and TBS Systems Lead	Operations	BTech/Beng (Electronic or Electrical) qualification or equivalent	80	C		
AS.001.05	Finance Management	Banking and SAP Lead	NQF 7 in Accounting or equivalent	80	C		
AS.001.06	Project Administration support	Project Administration	NQF 7 Bachelor's in Administration or equivalent	60	D		
1	Sub-Total A						
2	Monthly Disbursements (5%of A)						
3	Subtotal B (Item (1+2))						
4	Number of Months						36
5	(Multiply Subtotal B with 36 Months) Total Excl. VAT						
6	VAT (15%)						
7	Total Incl. VAT						

Contract RTD 10/2024-2025: Tender for the appointment of an employer's representative for the Intelligent Transport System (ITS) for a period of 36 months
Part C3: Scope of Work

C.2.2.3 TIME BASED FEES

Name of Staff Member	Category of Staff	Total Annual Cost of Employment	Rate (Cents/R100)	Normal Hourly Fee	Percentage Discount	Discounted Hourly Fee	Hours	Fee
	Category B		22.00				30	
	Category A		22.00				10	
	Category C		17.50				100	
	Category D		16.50				200	
	Category D		16.50				200	
TOTAL CARRIED TO SUMMARY								

C.2.2.4 DISBURSEMENT

C2.2.2.4.1 DISBURSEMENT SUBJECT TO APPROVAL BASED ON **C2.1 PRICING INSTRUCTION**

C2.3 SUMMARY OF PRICING SCHEDULE (Completion is Compulsory)

Item No	Description	Amount
SUMMARY SECTION C2.2.1.1		
SUMMARY SECTION C2.2.2	TOTAL ADDITIONAL SERVICES	
SUMMARY SECTION C2.2.3	TOTAL TIME BASED FEES	
SUMMARY SECTION C2.2.4		
Sub Total For Fees		
Contingencies (10%)		
SUB TOTAL		
Add VAT (15%)		
TOTAL CARRIED TO FORM OF OFFER		

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

Person authorized to sign the tender:

Full name (in BLOCK letters): _____

Signature: _____

Date: _____

PART C3: SCOPE OF WORK

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C3.1. EMPLOYER'S OBJECTIVES

The Employer's objective is to appoint a single Engineering firm/Consortium (hereinafter referred to as "the Consultant") to provide engineering support services to all Intelligent Transport Systems (ITS) Contract, viz. Advanced Public Transport Management System (APTMS), Automated Fare Collection (AFC) System, and Urban Traffic Control (UTC) and Communications.

C3.2. BACKGROUND

The IRPTN has several core principles, which are designed to make the use of public transport more attractive, and the use of private cars less desirable. These include:

- Journey time reduction
- Accurate and reliable traveller information
- Accurate and reliable fleet information
- Congestion management
- A secure and inclusive travelling environment
- Efficient and trustworthy fare collection
- Car park management information

The use of Intelligent Transportation Systems (ITS) is key to the delivery of these fundamental aspirations. The City (IRPTN) has therefore implemented the following three systems in order to support the day-to-day operations of A Re Yeng:

- a) Advanced Public Transport Management System (APTMS)
- b) Automated Fare Collection (AFC) System, and
- c) Urban Traffic Control (UTC) and Communications

The City (IRPTN) procured these systems through three separate contracts that are currently either implemented or under implementation. These contracts are summarized below:

- a) The APTMS enables the monitoring and management of the day-to-day bus operations (scheduling and scheduling-adherence), bus station management, on-board security and real-time passenger information. Currently a maintenance contract for the APTMS, including further capital rollout was awarded in October 2023, for a period of 3 years. Monitoring and Evaluation of the appointed APTMS contract will form part of the scope of works of the Consultant as contained in this TOR.
- b) The AFCA provides a service for an EMV card-based fare collection operation. A service provider has been appointed since 2013 for a 12-year term to supply equipment and operations for fare collection. This contract scope is to Design, Build, Maintain and Operate the AFC System for both Tshwane Bus Services (TBS) and A RE YENG Bus (ARY) services. Currently the AFC Contractor has rollout Full EMV Solution, which is made up of both software and hardware equipment. Maintenance and Operations of the current AFC system is currently underway. The contractor is also in a design stage for Account based ticketing (ABT), which will be initially implemented in parallel with EMV solution as per the new NDoT regulation. Implementation is expected to be concluded within AFC contract period. Monitoring and Evaluation of the appointed AFC contract forms part of the scope of works of the Consultant as contained in this TOR.
- c) The UTC contract delivers traffic management capability, in the form of new traffic signals and fibre communication to all ITS equipment in the field. Currently a maintenance contract for UTC, including further capital rollout expired in October 2023, Monitoring and Evaluation of UTC system in the absence of a contractor will form part of the scope of works of the Consultant as contained in this TOR

IPTN operations is managed by the IRPTN workstreams (Specialised Business units) which includes Intelligent Transport Systems and Operations and other streams. The main Control room for the operations is currently at the TMPD HQ campus at the corner of WF Nkomo Street and E'skia Mphahlele Drive, and also at any other facility the city would make use of. The main office for the IRPTN Division is at the Sammy marks building on Madiba Street, Pretoria CBD.

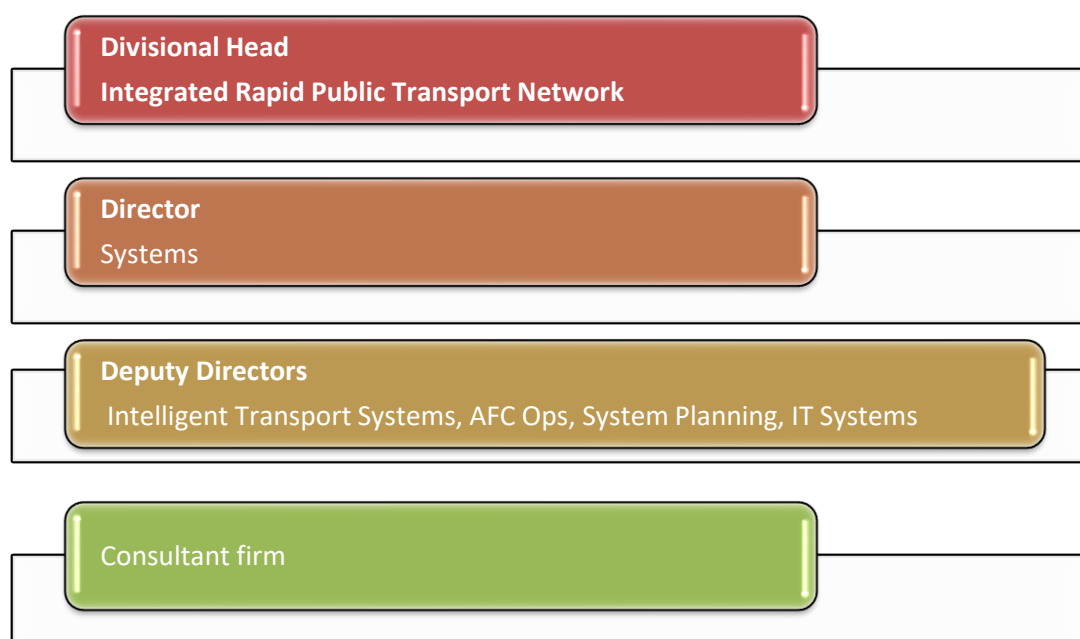
The current implementation of the IRPTN includes two trunk lines and one mixed line and is divided into several phases. Line 1A runs from the CBD to Wonderboom, Line 2A runs from the CBD to Hatfield and Line 2B mixed traffic operations from Lynnwood to Menlyn. The planning of Line 2C, Line 2D and Line 3 currently underway and operation is anticipated to start within the 2025/2026 financial year. Line 1A and Line 2A are served by feeder services that picks-up passengers from areas that are not served by the trunk lines and bring them to the trunk lines for onward trips via trunk services. Trunk lines are serviced by ARY stations located in the median. These manned stations have a restricted 'paid area' which is accessible through ticket gates. The plan is for a total of 38 stations on the whole of Line 1, 2 ,3 and Mamelodi services serviced by 133 buses. The system is currently being serviced by 13 stations and 40 out of 114 buses are currently in operations.

The city may appoint a Project Management Unit (PMU) to oversee and coordinate the planning, design and implementation of the works, within the PMU there are several workstreams. The ITS workstream manages the overall Integration of ITS work and coordinates activities across different work streams (viz. Infrastructure, Business & Finance, Operations and Marketing being key).

Through this brief, the City intends to appoint a single Engineering firm/Consortium to provide support to all ITS Contracts.

C3.3. MANAGEMENT / OVERSIGHT STRUCTURES FOR THE PROJECT

Projects will be managed by the officials from the IRPTN Division (Systems Section) that is managing and implementing the project. The below organogram represents the management structure that has been put in place for the management of the APTMS, AFC and UTC including the Control Centre within the IRPTN Division. The consultant has to interact with the City officials in the Roads and Transport Department Divisional/Group head from inception until either project close out or end of consultant.



C3.4. DESCRIPTION OF THE SERVICES

The Service Provider will be required to perform the following services in accordance with the ECSA Guideline for Services and Processes for Estimating Fees for Registered Persons:

The following section describes the tasks that are expected from the appointed Engineering firm/Consortium. The tasks have been divided into six categories:

- Project Management
- Employer's Representative (Contract management)
- Technical Advisory role
- Technical support,
- Financial Management and
- Project administration support

The general conditions of contract applicable to this contract shall be NEC3 Professional Services Contract (Third edition of 2005 with amendments April 2013)

Tenderers shall obtain their own copies of the document NEC3 Professional Services Contract (Third edition of 2005 with amendments April 2013) for tendering purposes and for use for the duration of the contract and shall bear all expenses in this regard

C3.4.1 Project Management

The task will require atleast one resource on a full-time bases in accordance with the allocated hours.

- a) The Consultant shall manage the task in accordance with accepted good Project Management practice and in accordance with the approved quality management plan.
- b) The Consultant will develop a programme, projected cash flow (to include capital spend on equipment) and risk register as part of their task planning work, and will maintain that programme, cash flow and risk register throughout the appointment.
- c) The Consultant will provide monthly Progress Reports to the IRPTN ITS workstream team that indicates progress against the plan (tasks completed, tasks delayed, and tasks starting in next period) and highlight any necessary deviations, newly identified issues, risks and any required mitigation measures.
- d) The Consultant will provide deliverables that meet Cities quality requirements. The Consultant will therefore ensure that they fully understand the quality requirements for any deliverable before they commence on its production. This will be achieved through consulting with the relevant City of Tshwane (CoT) stakeholder(s) or their appointed representative to obtain sufficient information concerning the deliverable. For key deliverables a quality specification should be developed and agreed with the ITS workstream.
- e) From time to time the Consultant may be required to liaise with officials of the City of Tshwane, Stakeholders, other project consultants, contractors and other organisations and individuals as requested by the IRPTN ITS Workstream team.
- f) The Consultant will develop an initial risk register for ITS. This risk register will be a working document and will be continually reviewed and revised as new risks are identified and archaic risks removed from the register. The risk register will be used to manage priorities for the contract through the different contract phases – design, build, supply, install, operate and maintain. The Consultant will work with ITS Contractors to identify and manage risks in a proactive manner.
- g) The Consultant will monitor all ITS Contractors' performance against their programme and, should it be necessary, make recommendations for change to the IRPTN ITS Workstream team.

- h) The Consultant will provide a monthly progress report on an agreed format and deadline to the IRPTN ITS Workstream team and attend monthly progress meetings with the ITS team to report on progress.
- i) The Consultant will hold regular meetings with ITS Contractors to communicate the programme's requirements; review quality and progress against the programme and requirements; communicate any changes to standards, programme or design requirements; communication construction and design issues of general significance including the maintenance procedures
- j) The PM will hold regular meetings with ITS Contractors to: communicate the programme's requirements; review quality and progress against the programme and requirements; communicate any changes to standards, programme or design requirements; communication construction and design issues of general significance including the maintenance procedures

C3.4.2 Employer's Representative (ER) -Engineer

This task will require at least one resource hourly based, although the skills and required involvement will vary from time-to-time. The role requires the followings

- a) The ER will work with the IRPTN ITS Workstream team, and the appointed ITS Contractor for the timely delivery and maintenance of the ITS equipment and services. In this role the Engineering firm will manage the delivery of the services of the ITS Contractors, ensuring that the contractors meet the contractual requirements of the IRPTN ITS Workstream.
- b) The ER will undertake the responsibly of liaising with contractor(s) using the FIDIC guidelines or any other contract the city might choose. The Contractors are governed by FIDIC 'Yellow and Gold Book' as amended by the City, however if there is any conflict, the City policies will take precedence. ER also includes management of all ITS Contractor's programme, chairing Contract related Meetings, reviewing the Contractor's progress reports, managing changes to the scope, and pre-approving any invoices before submitting to ITS workstream for approval and payment. The ER from the Engineering firm/Consortium must have a good working knowledge of the FIDIC "Gold, Yellow and Red book".
- c) As required the ER will meet with IRPTN's stakeholders to identify any issues raised because of the design and implementation programme, then identify and implement mitigation measures as required.
- d) The ER will agree to a high-level project plan with the Contractor for the design and installation of any ITS equipment in liaison with CoT and other Stakeholders when necessary. The works will be planned to coordinate with other works within the IRPTN's Programme and to minimise disruption to the normal day-to-day activities of the city.
- e) The ER will undertake design reviews and sign-off of documents once they are satisfied that the proposed designs meet the IRPTN ITS Workstream contract requirements. They will also resolve any design issues and queries raised by the Contractor that relate to other aspects of the ITS work.
- f) The ER will request and review method statements from ITS Contractors for their implementation, maintenance and operational tasks.
- g) The ER will oversee the AFC Contractor's delivery of the fare collection services for both A Re Yeng and TBS. Both A Re Yeng and TBS has contracted the AFC Contractor to deliver electronic fare collection services which is monitored under the IRPTN Division. Electronic fare collection equipment has been installed in all TBS and A Re Yeng buses, the AFC Contractor will continue to maintain and operate these AFC equipment. The Consultant will work closely with A Re Yeng and TBS to manage any new AFC delivery of these requirements and the maintenance thereof.
- h) The ER will attend all Factory Acceptance Tests, undertake site supervision and attend Site Acceptance Tests and commissioning during the implementation phase of ITS contracts. The Consultant will ensure that Contractors deliver the works in a timely and safe method, by requesting and reviewing all method statements in advance of the works taking place. The Consultant will also ensure that all documentation required by CoT for the commissioning of the equipment is completed in a timely manner.

- i) The ER will draft/revise Standard Operating Procedures (SOPs) for the IRPTN division and review and approve the Contractor's procedures. SOPs will be required for the IRPTN division staff so that they understand their duties and responsibilities in relation to ITS. Assistance might also be required with SOPs from other service providers responsible for contracts such as the Bus Operating Contract, station Operation Contract etc. The Consultant will work with the IRPTN division and ITS Contractors to identify, draft and review the required SOPs. The Consultant will also review the processes and procedures developed by ITS Contractors to ensure that they meet the requirements of the contracts and the IRPTN division.
- j) The ER will undertake the verification of the implementation of the sub-systems to ensure that they meet the requirements of CoT. Where any issues are identified, these are to be logged and options for solutions be discussed with the Contractor.
- k) The ER will manage the monthly evaluation and monitoring of Key Performance Indicators (KPIs) and application of penalties (where applicable) with the verification of monthly payment certificates.
- l) The ER will provide support in a form of KPI monitoring in the Control Centre/Back Office to ensure smooth operation of the system.
- m) The ER must be/ensure staff available during all Site Acceptance Tests (SAT) that are conducted and sign off.
- n) Further to the above all Quality, Health and Safety standards will be retained to CoT standards. As and when required the CoT will require specialist technical support and reserves the right to recommend specific specialist which will be required. The ER must remain available for this task, and the cost will be in line with the current finance or ER resource rate
- o) As and when required, a Traffic Engineer will be required with ECSA registration to sign off designs that will be required including amendments of existing Traffic signal layout designs and timing settings. Applicable cost will be in line with the technical advisor rates

C3.4.3 Technical Advisor

- a) The Consultant will be responsible for the Execution of the ad-hoc specialist technical tasks, as agreed with the CoT, and as communicated in writing
- b) The Consultant will assist the ITS workstream team members with inputs as-and-when required.
- c) Operations and Maintenance Service - Manage and solve day-to-day operations and maintenance issues.
- d) The Consultant will monitor ITS Contractor day-to-day adherence to operations and maintenance management.
- e) The Consultant will Manage and co-ordinate the start and initial stages of the various operations and maintenance phase.
- f) The Consultant to manage interfaces between route, and station planning and construction, and ITS equipment and solutions.
- g) The Consultant will monitor, Assist and Advise (as-and-when needed) on:
 - ITS Contractors Project Plan.
 - ITS Contractors KPI and SLA measurements ITS Contractors Reports.
 - ITS Contractors Payment Certificate.
 - ITS Contractors Program's.
 - ITS Contractors Performance.
 - ITS Contractors Risk Register.
 - ITS Contractors adherence to Legal and Contractual Requirements like OHS&E, Quality Control, Standards, etc.
- h) The Consultant is expected to assist with the drafting of Standard Operating Procedures (SOP) and review and approval of the ITS Contractor's procedures.
- i) The Consultant with the support of the ER to assist with design reviews, testing of equipment and system and sign-off of documents.

- j) The Consultant should assist with Factory Acceptance testing (FAT), site supervision, Site Acceptance Testing (SAT), System Integration testing (SIT) and commissioning. And assist with the verification of the implementation of the systems.
- k) The consultant to assist with the development and implementation of the verification process of reconciling daily payments and transactions.
- l) Monitor the work of other IRPTN workstreams for impacts on the ITS work. And assist with the drafting of technical notes and transmittals (As-and when needed). From time-to-time assistance from technical experts in the review of the design documentation may be required, although such input will be on an ad hoc basis.
- m) The appointed Consultants will support the operations team with the development of Business Intelligence reports.
- n) The ER will work with the ITS Contractors and the IRPTN Division to manage and co-ordinate the Operations and Maintenance phase of the existing ITS projects including the AFC, APTMS and UTC contracts. The Consultant will provide feedback and ideas for improvements and identify any areas that might need new resources or more management support.

C3.4.4 Technical support

The key focus of this task is on a series of contractual and other ad-hoc meetings. These roles require that each demonstrate technical skills, experience and understanding so that project administrative, technical and financial tasks, can be undertaken and accomplished accurately and completely. Support is required for the financial administrator to perform the capitalization of Assets Under Construction (AUC) process on completed project.

- a) The Consultants will manage the monthly evaluation and monitoring of Key Performance Indicators (KPIs) and application of penalties (where applicable) with the verification of monthly payment certificates.
- b) The Consultant will conduct quality assurance including implemented infrastructure on site and new to be implemented infrastructure.
- c) The Consultant will manage and solve day to day Operations and maintenance issues, manage interfaces between routes, station planning and construction and ITS equipment and solutions. SOP drafting, FAT and SAT assisting, site supervision and commissioning

C3.4.5 Finance Management

The key focus of this task is on a series of contractual and other ad-hoc meetings. This role requires the consultant demonstrate technical skills, experience and understanding so that financial tasks can be undertaken and accomplished accurately and completely. Support is required for the financial specialist performs the capitalization of Assets Under Construction (AUC) process on completed project.

- a) The Banking and finance will manage the monthly Assets under construction including assets monitoring and verifications using the existing tools and capitalization of all assets that have been fully paid and in operations, through the assist of technical support.
- b) The consultant to assist with the development and implementation of the verification process of reconciling daily payments and transactions. The Consultant must/ensure staff availability to ensure the smooth integration of the 3rd party banking systems with those of the AFC contractor, and the CoT's bank and SAP system.
- c) The consultants will monitor, and advise (As-and when needed) on project plan, KPI, SLA measurements, contractor's report and payment certificate, programmes, performance, risk register adherence to legal and contractual requirements

C3.4.6 Project Administration

The key focus of this task is on a series of contractual and other ad-hoc meetings. These roles require that each demonstrate experience and understanding so that project administrative, can be undertaken and accomplished accurately and completely.

- a) The Consultant will be responsible for Scheduling Meetings, producing accurate minutes of any meetings and the distribution of draft minutes within three days of the meeting date. Draft minutes will be circulated for comments before final copies are distributed.
- b) The Consultant will provide project administrative support to the IRPTN ITS Workstream in the form of compiling of project files according to the City's Filling structure format, project action list management and other documentation as required.

C3.5. CAPACITY BUILDING

The consultant will be required to transfer skill to capacitate and/or train City officials and student trainee through sharing of knowledge, expertise and experience. Through mentorship CoT officials should be able to perform the review, inspection and acceptance of any project milestones according to Project and contract Management principles.

The bidder that is successfully appointed on projects will be required to provide a minimum of 8 hours a month mentoring to students and employees of the city. The time and expenses for mentoring will not be remunerated separately and should be included in the normal fees priced. This will be seen as giving back to the community and transferring of skills.

C3.6. DELIVERABLES

The Table below refers to Milestone, which can be used as a guideline to estimate the amount of work anticipated. The bidder is free to increase or reduce these estimates for their pricing as they deem fit and in accordance with their experience of similar tasks.

The deliverables of the ITS ER are very much dependent on the contractual limitations of appointed service providers and their budgets, 3rd party entities, and the deployment of infrastructure. Where the ER might not be able to complete activities, it is expected that the ER will endeavour to manage these dependencies to the best of their abilities.

#	Project Name	Deliverables/ Activities	Current Status (Deliverables/ Activities) (as of 1 August 2024)	Outstanding Deliverables/ Tasks to be assigned to ER	Deliverables expected from ER Resource
1.1	ITS (AFC, APTMS & UTC) including Operations	Alignment of ITS with NDoT Strategic Requirements	NDoT requires CoT to demonstrate an increase in Ridership, as well as improve the sustainability of ITS Operations; - Ridership Stats and revenue being Low; - Lack of sustainability of ITS Operations & Maintenance;	Getting ITS ready for the Wonderboom drop-offs; Getting ITS ready for the roll-out of all interim services; Improve the accurate and timely reporting of ridership stats; Optimisation of ITS Systems and equipment, to address the sustainability of ITS Operations; Review the Fare rules, and provide advice to the City to firm up the fare rules in time for the next financial year, as per the recommendations from my Technical Note;	100%
1.2		Addressing and/or improving ITS Operational issues	Performance management in terms of implementation of KPI's; KPI Reviews currently suspended due to capacity; The anticipated rollout in terms of new services;	Review, the management or monitoring of the AFC KPI's; Providing input into the operationalization of the Lines of Integrated Public Transport Network; Assisting with the appointment of merchants for the new lines; Fixing the AFC Commuter Database; Outstanding and/or recurring action items from ITS meetings;	100%
1.3		AFC Design Aspects	AFC full solution FAT testing completed; Asset management tool still not signed off	Finalise the asset list based on capex schedule vs Material on site and installed equipment and spares Operationalization of AFC Full Solution;	100%
1.4		Optimization	CoT under pressure to reduce the Operations and Maintenance cost of ITS related Contracts; Draft Optimisation Strategy and Draft Cost Containment Strategies have been drafted;	Oversee and manage the active implementation of the recommendations;	100%
1.5		Capitalisation of assets	Assets to be capitalised after commissioning	Capitalisation of assets	100%

#	Project Name	Deliverables/ Activities	Current Status (Deliverables/ Activities) (as of 1 August 2024)	Outstanding Deliverables/ Tasks to be assigned to ER	Deliverables expected from ER Resource
2.1	Advance Public Transport Management (APTMS)	Maintenance of all installed APTMS equipment at Depots, ICC, stations, routes and on buses;	Contractor appointed, currently performing preventative and corrective maintenance;	The Monitoring of related Operations and Maintenance KPI's to ensure adherence to agreed SLA; Finalization and day-2-day management of outstanding VO's according to MFMA.	100%
2.2		Installation of equipment at Wonderboom intermodal facility, and completion of FROST (Bus to Station Alignment System)	Program for completion of Civil works is currently available; Contractor is currently managed by the APTMS Contractor; as a sub-nominated contractor	Technical Advisory and PM responsibility to assist the ITS Contractors with Integration, Design, Build, Operate and Maintenance issues;	100%
2.3		Completion of Belle Ombre depot for APTMS equipment and any other Depot or layover equipment	APTMS Deployment Designs have been approved; Part of the APTMS equipment installed in the previous contract but not completed;	Completion of Contractors works must be done by June 2025. Review the outstanding work, to be ready when the infrastructure contractor appointed to enable the APTMS contractor complete remaining work.	
2.4		Tender specification for the New APTMS light (Optimised) contract	Current APTMS maintenance tender underway with minor new capital works for Mamelodi operations will expire in 2026/27 FY	Technical Advisory and PM (ER) to assist with the drafting of the New APTMS light tender	100%
2.5		Installation of APTMS equipment for Mamelodi Bus in line with BOCA 1	Contractor issued with instruction to procure the APTMS equipment for 19 Mamelodi Buses	Delivery of the APTMS equipment including installation, testing and commissioning	100%
2.6		Replacement of the ICC Video wall and servers	The ICC video and servers is currently not functional, it has reached its end of life	Delivery of the APTMS equipment at the ICC including installation, testing and commissioning	100%

#	Project Name	Deliverables/ Activities	Current Status (Deliverables/ Activities) (as of 1 August 2024)	Outstanding Deliverables/ Tasks to be assigned to ER	Deliverables expected from ER Resource
3.1	Automated Fare Collection (AFC)	Tender specification for the next AFC contract with possible different contract term	The current contract will expire in 2027/2028 FY, handover to ICT is currently underway and operation is on-going as per the contract however there's constant system failures	Technical Advisory and PM (ER)to assist with the drafting of the new AFC tender with the possibility of going on cloud to host the AFC servers	100%
3.2		Installation of equipment at Wonderboom intermodal facility	Revised Design, costing proposal and Programme outstanding	Technical Advisory and PM responsibility to assist the ITS Contractors with Integration, Design, Build, Operate and Maintenance issues; Incomplete Infrastructure	100%
3.3		Installation of equipment at Atteridgeville selling points	Waiting for Go-live program per line;	Conceptual design and operational plan to be ready when the line go-live;	100%
3.4		Procurement of Ticket Vending Machines (TVM)	Software currently being tested as part of AFC Full Solution. 2 TVM's have been ordered;	Assist with SOP development, testing and commissioning related works; Site Acceptance Testing and handover of the Ticket vending Machines	100%
3.5		Belle Ombre Masts and Access Points integration to APTMS	ICT Department has established the link between ICC and Belle Ombre; Contractor installed Masts and Access Points to be integrated with APTMS	Technical Advisory and PM (ER) responsibility to assist the ITS Contractors with Integration, Design, Build, Operate and Maintenance issues; Assist with SOP development, testing and commissioning related works;	100%
3.6		Contract Management of the AFC system project	The CoT resumed the responsibility of Employer Representative;	Assist with contract management of the AFC System project including KPI, Finance and Recon, Technical Advisory; The team to assist with administrative tasks that is normally neglected when it comes to Project Management;	100%
3.7		SANRAL ABT Integration	The CoT is busy with Alignment on System Modifications required to determine the GAP and Benefits;	Technical Advisory and PM (ER)responsibility to assist the ITS Contractors with Integration, Design, Build, Operate and Maintenance issues;	100%

			Stage 1 Design of ABT completed	Finalisation of MOA between the CoT and SANRAL to enable completion of other stages of ABT design build and implementation	100%
#	Project Name	Deliverables/ Activities	Current Status (Deliverables/ Activities) (as of 1 Aug 2024)	Outstanding Deliverables/ Tasks to be assigned to ER	Deliverables expected from ER Resource
4.1	Urban Traffic Control (UTC)	Maintenance of installed traffic signals, VMS and PG	Contractor currently expired, system handed over to Transportation planning	Technical Advisory and PM responsibility to assist the CoT traffic management team with Integration, Operate and Maintenance issues;	100%
4.2		Installation of traffic signals at Denneboom Intermodal facility	Designs to be revised to accommodate new infrastructure rollout plan;	CoT Infrastructure will do new Installations and CoT traffic management team will do Maintenance; through the Technical Advisory team Technical Advisory and PM responsibility to assist the ITS Contractors with Integration, Design, Build, Operate and Maintenance issues;	100%
5.1	Legal services	DAB Proceedings for any disputes that may arise	There's a current dispute that needs to be resolved and other future conflicts that still need to be submitted; There's a current not open DAB issues;	Contract management and dispute resolution; As part of the ER, Contract and Project Management responsibilities, the team will endeavour on a path of Dispute Avoidance (DAAB) rather than DAB;	100%
5.2		FOREX	Contractor Submitted Letter to Dispute calculated FOREX for the installation of Equipment;	Provide legal advisory on the matter and respond to the contractor;	100%

Table 2 Milestones and expected deliverables

C3.7. PARTICULAR / GENERIC SPECIFICATIONS

C3.7.1 ADDITIONAL SERVICES

SECTION AS.001 CONTRACT MANAGEMENT

Measurement and Payment

Item		Unit
AS.001	Project Management	
AS.001.01a	Project Manager with minimum 5 years in Project management and in position of any Built environment qualification (NQF 7) and Project Management Certificate (NQF 5) • Min 7 (Seven) years' experience in managing ITS/Public Transport projects within South Africa or internationally • Professional registration with the Project Management Institute (PMI) as a certified project management professional (PMP) or SACPCMP	80 Hours (Hr)

The unit of measurement shall be the hours used for the provision of Project/Contract Management

Payment of the rate tendered for consultant work shall be in accordance with the Scope of work (all inclusive, including allowances for overhead charges incurred as part of normal business operations, including the cost of management, as well as payments to administrative, technical staff in general.)

The fee for services rendered in accordance with the Scope of Work shall be calculated in accordance with the Department of Public Service and Administration Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 46 of 2000: guidelines of professional fees. Government Gazette: BOARD NOTICE 122 OF 2015: Time-based fee and guideline rate calculated by SACAP

AS.001.02	EMPLOYER REPRESENTATIVE for APTMS & AFCA with min 7 years' experience and in position of a Degree (NQF 7) in Computer Science or Information systems or Electrical or Electronic Engineering and Contract Management certification • A minimum of 7 years' experience in ITS environment/ Public Transport within South Africa or internationally • Five (5) years' experience in the BRT Software and Hardware System architecture designs and implementation. • Experience working with FIDIC conditions of contract	100 Hours (Hr)
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The unit of measurement shall be the hours used for the provision of Employer Representative

Payment of the rate tendered for consultant work shall be in accordance with the Scope of work (all inclusive, including allowances for overhead charges incurred as part of normal business operations, including the cost of management, as well as payments to administrative, technical staff in general.)

The fee for services rendered in accordance with the Scope of Work shall be calculated in accordance with the Department of Public Service and Administration Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 46 of 2000: guidelines of professional fees. Government Gazette: BOARD NOTICE 122 OF 2015: Time-based fee and guideline rate calculated by SACAP

AS.001.03	TECHNICAL ADVISOR for AFC & APTMS with Min 5 years' experience in Transport operations and holds A BEng (Electronic/Electrical/Software Engineering) qualification or equivalent	80 Hours (Hr)
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Copyright © 2019 A Minimum of 7(Seven) years ITS/Public Transport operations in South Africa or internationally

In compliance with the CIDB Standard for Uniformity

- Professional registration with the Engineering Council of South Africa (ECSA) or equivalent relevant regulating body

The unit of measurement shall be the hours used for the provision of Technical Integration

Payment of the rate tendered for consultant work shall be in accordance with the Scope of work (all inclusive, including allowances for overhead charges incurred as part of normal business operations, including the cost of management, as well as payments to administrative, technical staff in general.)

The fee for services rendered in accordance with the Scope of Work shall be calculated in accordance with the Department of Public Service and Administration Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 46 of 2000: guidelines of professional fees. Government Gazette: BOARD NOTICE 122 OF 2015: Time-based fee and guideline rate calculated by SACAP

- AS.001.04 **OPERATIONS MANAGER (2)** for ITS Integration with min of 5 years' experience in Electrical/Electronic Engineering with BTech/BEng Electrical/Electronic qualification or equivalent **80 Hours (Hr) (each)**
- Qualified as Professional Electronics Engineer
 - A Minimum of 7(Seven) years ITS/Public Transport operations

The unit of measurement shall be the hours used for the provision of Operations Managers

Payment of the rate tendered for consultant work shall be in accordance with the Scope of work (all inclusive, including allowances for overhead charges incurred as part of normal business operations, including the cost of management, as well as payments to administrative, technical staff in general.)

The fee for services rendered in accordance with the Scope of Work shall be calculated in accordance with the Department of Public Service and Administration Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 46 of 2000: guidelines of professional fees. Government Gazette: BOARD NOTICE 122 OF 2015: Time-based fee and guideline rate calculated by SACAP

- AS.001.05 **FINANCE MANAGEMENT (BANKING AND SAP LEAD)** with 5 years working experience and hold qualification of NQF Level 7 in Accounting or equivalent

80 Hours (Hr)

The unit of measurement shall be the hours used for the provision of Banking and SAP Lead services

Payment of the rate tendered for consultant work shall be in accordance with the Scope of work (all inclusive, including allowances for overhead charges incurred as part of normal business operations, including the cost of management, as well as payments to administrative, technical staff in general.)

The fee for services rendered in accordance with the Scope of Work shall be calculated in accordance with the Auditor-General of South Africa Circular 1/2024/25 Guideline on fees for financial service performed and 48 of 2000 Government Gazette: BOARD NOTICE 669 OF 26 MARCH 2021

- AS.001.06 **PROJECT ADMINISTRATOR** support with a minimum of 5 years of working experience and NQF level 7 - Bachelor's in Administration or Equivalent qualification

60 Hours (Hr)

The unit of measurement shall be the hours used for the provision of Project Administration support services

Payment of the rate tendered for consultant work shall be in accordance with the Scope of work (all inclusive, including allowances for overhead charges incurred as part of normal business operations, including the cost of management, as well as payments to administrative, technical staff in general.) The fee for services rendered in accordance with the Scope of Work shall be

calculated in accordance with the Department of Public Service and Administration Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 46 of 2000: guidelines of professional fees. Government Gazette: BOARD NOTICE 122 OF 2015: Time-based fee and guideline rate calculated by SACAP

C3.7.2 DISBURSEMENTS

SECTION D.001 DOCUMENT TYPING AND DRAWING DUPLICATING

Providing drawings and documents on Flash Disk/ Hard drive

The Consultant is required to submit a soft copy of any deliverable including working document (Word version, Excel spreadsheet and non-PDF presentation)

Progress Report will be required monthly with the Invoice on the 25th of each month in a softcopy and once agreed it will be hand delivered in a form of hard copy signed including signed timesheet

Close out report will be in a form of hard drive/Flash disk

Minutes will be provided on Soft and editable version copies and Hard copies

The rate tendered shall be full compensation for providing the Flash Disk/ hard drive, inclusive of jewel case and labelling, burnt in the format requested by the Employer.

The rates tendered shall be full compensation for printing the required drawings on the required paper type and delivery to the Employer's offices if required.

SECTION D.002 TRANSPORT

Measurement and Payment

- Travelling cost will form part of the Hourly rate

C3.8. REQUIREMENTS

C3.8.1 PLANNING, STUDIES, INVESTIGATIONS AND ASSESSMENTS

These typical services relate to carrying out studies and investigations as well as the preparation and submissions of reports embodying preliminary proposals or initial feasibility studies and will normally be remunerated on a time and cost basis.

C3.9. COOPERATION WITH OTHER CONSULTANTS

If required consultants must be prepared to work with and in conjunction with other consultants and to cooperate fully in this regard.

C3.10. FACILITIES AND EQUIPMENT TO BE PROVIDED BY THE EMPLOYER

The Employer will not supply any facilities, office space, equipment, software, vehicles, telecommunication systems etc.

C3.11. APPROVALS

C3.11.1 WAYLEAVE APPROVAL

Wayleave Process and Procedures can be viewed at <https://wayleave.tshwane.gov.za>.

C3.12. PLANNING AND PROGRAMMING

C3.12.1 PROGRAMMES SUBMITTED FOR PROJECTS SHOULD REFLECT THE FOLLOWING:

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In compliance with
the CIDB Standard
for Uniformity

- Starting dates, completion dates, milestone dates, and estimated duration and planned completion dates. This will also include a detailed Gantt chart reflecting resources, early start dates, late start dates, early finish dates, late finish dates, slack, floats and the critical path.
- Crashing exercises and cost saving measures.
- Order and timing of services which the service provider plans to do
- Provisions for
 - Time risk allowances
 - Health and safety requirements
 - Time-Cost Analysis
 - Cost management reports

C3.13. SOFTWARE APPLICATION FOR PROGRAMMING

All software shall be compliant with Microsoft Windows 10 and/or the latest operating systems and shall be fully compatible with Microsoft Office 365 and/or the latest versions.

C3.14. FORMAT OF COMMUNICATIONS

Consultants will be required to submit documents in the following format:

Document Type	Hard Copy	Electronic
Tender documents	✓	✓
Tender drawings (Printed/PDF/DXD/DWG/AutoCAD)	✓	✓
Reports (all reports including working progress documents, calculations, complete documents and photos)	✓	✓
As Built test results	✓	✓
As Built drawings	✓	✓

C3.15. MANAGEMENT MEETINGS

Consultants will be required to attend monthly project progress meetings or as and when required at the client's offices. All necessary stakeholders shall also be required to attend such meetings.

For the purposes of planning and budgeting, the Engineering firm/Consortium should allocate 12 consultants' meetings per year with the employer.

C3.16. USE OF DOCUMENTS BY THE EMPLOYER

The copyright in any document produced, and the patent rights or ownership in any plant, machinery, thing, system or process designed or devised by a Service Provider in the course of the service is vested in the City of Tshwane Metropolitan Municipality.

C3.17. ADDITIONAL INFORMATION

- **Standards and Legislation**

All deliverables will conform to relevant COT specifications and legislation.

Reports, meeting notifications and other documents or communications will be formatted using COT standard formats that will be supplied to the appointed Consultant.

Where the Consultant proposes to employ other specifications and legislation, approval will be required in advance from the IRPTN Project Management Team.

- **Project Team**

The Engineering firm's team should be suitably qualified and experienced for the roles they will undertake. A proposed team structure with named team members needs to be provided, as well as their CVs and experience in the area of work or responsibility. The firm should also provide a statement about the availability of the proposed team members for the duration of the proposed programme.

- **Conflict of Interest**

Any conflict of interest or potential conflict of interest must be fully disclosed in making the submission.

- **Errors and Omissions**

Any errors or omissions encountered in this TOR document should be brought to the attention of the City's Supply Chain Management Department prior to making a submission.

- **Consultant Responsibility and Liability**

The Consultant will not be required to accept any responsibility for the designs done by the contractor. The responsibility and liability will be for the contractor unless if the engineer in the Consulting firm has done the design.

- **Close out Report**

The Contractor is expected to submit a close out report at the end of the contract with all editable versions of working documents, minutes and reports

At the last consultant meeting the consultant will make a presentation to the New ER Team (Consulting Firm)/City officials on all the outstanding work and lesson learned (Handover).