transport

Department:
Transport
REPUBLIC OF SOUTH AFRICA

REQUEST FOR PROPOSAL

BID NUMBER	**DOT/13/2026/CS**
DESCRIPTION	**APPOINTMENT OF A SERVICE PROVIDER TO RENDER MAINTENANCE TO EXISTING ELECTRONIC SECURITY SYSTEM INCLUDING PROCUREMENT, DELIVERY, REPLACEMENT, INSTALLATION AND COMMISSIONING OF ANY NEW ELECTRONIC SECURITY SYSTEM WHEN REQUIRED AT THE NATIONAL DEPARTMENT OF TRANSPORT FOR A PERIOD OF 36 MONTHS**
ADVERTISEMENT DATE	**02-09-2026**
CLOSING TIME	**11:00 AM**
CLOSING DATE	**30/09/2026**
BRIEFING SESSION	**Tick Compulsory Briefing** [X] **Non Compulsory hybrid** [ ] • **Date: 15/09/2026** • **Time: 11:00am** • **Venue: INDABA BOARDROOM**
VALIDITY PERIOD	**120 DAYS** • Business Working Days from Closing Date. • Tenderers are to note that they may be requested to extend the validity period of their tender, at the same terms and conditions, if the internal evaluation process has not been finalized within the validity period. • However, once the adjudication body has approved the process and award of the business to the successful Tenderer(s), the validity of the successful Tenderer(s)' bid will be deemed to remain valid until a final contract has been concluded, unless stated otherwise.
TENDER DOCUMENTS	• Not for sale. • Copies of the bid documents are obtainable from on the e-Tender portal of the National Treasury website, www.etenders.gov.za
SUBMISSION OF PROPOSALS	• Proposals must reach the offices of the Department of Transport, located at Forum Building, 159 Struben Street, Pretoria before 11:00 (AM) of the indicated closing date.

	• The tender box is available for the depositing of proposals 24 hours a day. • No late submissions will be considered under any circumstances.
CLARIFICATION/ COMMUNICATION	• Requests for clarification must be made in writing by e-mail to MakgobatlouS@dot.gov.za/NyawoN@dot.gov.za and MasilelR@dot.gov.za • Requests for clarification shall be accepted by the DOT up until 22/09/2026. • The submission bid number should be included in the subject line of the email. • No telephonic requests for clarification shall be entertained. • The clarifications shall be made available to all bidders by a notification on the etender website, and in cases of a compulsory briefing sessions, to all attendees.
CONTACT DETAILS (SCM ENQUIRIES)	• Physical address: Forum building, 159 Struben Street, Pretoria • National Department of Transport, Private Bag X193, Pretoria, 0001 • For any enquiries, email: MakgobatlouS@dot.gov.za/ NyawoN@dot.gov.za
CONTACT DETAILS (TECHNICAL ENQUIRIES)	• Physical address: Forum building, 159 Struben Street, Pretoria • National Department of Transport, Private Bag X193, Pretoria, 0001 • For any enquiries, email: MasilelR@dot.gov.za

IMPORTANT NOTICE

It is the responsibility of each prospective bidder to arrive early to submit a bid as they will be required to follow building security protocols of registration. The DOT will not be responsible for bidders who arrive late and claim that they were held at security for registration, which will not be accepted as a reason for late arrival or late submission.

Bidders are to be aware of scammers who pose as DOT employees selling bid documents or offering monetary gratuity in exchange for information or awarding of bids. DOT is in no way selling the bid document, all documents shall be found on the eTender Portal and awarded bids are notified through the website under "bids awarded" and DOT shall never ask any bidder for monetary gratuity in exchange for information or manipulating outcome of bids.

SECTION A: INFORMATION TO BIDDERS

1. PURPOSE OF THIS RFP

This Request for Proposal invites suitably qualified and experienced service providers to submit proposals in response to the Terms of Reference (TOR). The objective of this RFP is to ensure a transparent, fair and defensible procurement process that enables the Department to appoint a service provider capable of delivering the required outcomes.

2. CONTENTS OF THE RFP PACK

This RFP Pack is organised in four (4) sections consisting of one or more documents in each section.

Tender Pack Doc	Title	Type	Purpose
1	**Request for Proposal**	**PDF**	• **This Request for Proposal including all administrative requirements and PPPFA scoring.**
1a	Bidder Checklist	MS Word	• Checklist for bidders to complete to ensure compliance.
1b	Envelope Cover Template	PDF	• Envelope covers for both Technical Envelope and Financial Envelope
2	**Standard Bid Documents (SBDs).**		• **These documents are required by DOT Procurement and National Treasury to be read and to be returned as part of the Bidder's Tender response.**
2a	SBD 1 – Invitation to bid	PDF	• To be printed, filled in full and signed.
2b	SBD 2 – Tax clearance certificate requirements.	PDF	• Provide CSD number /SARS pin/ • ID copies of shareholder/s or Directors of the company to be submitted for screening purposes.
2c	SBD 4 – Bidder's Disclosure	PDF	• To be printed, filled in full and signed.
2d	SBD 3.3 pricing schedules	PDF	• Must be submitted before or on the closing date of the bid in sealed envelopes and clearly marked as pricing schedule/Financial proposal. Information requirement for compliance • To be printed, filled in full and signed.
2e	SBD 6.1 Preferential Claim Form in terms of Preferential Procurement Regulation (PPR) 2022, if applicable	PDF	• To be printed, filled in full and signed.
3	**Terms of Reference**	**PDF**	• **Functionality Requirements, outlining the business requirements, technical requirements, evaluation criteria and other information required by the Bidder to submit a Tender response.**

Tender Pack Doc	Title	Type	Purpose
3a	CV templates and/or experience templates for positions indicated in the TOR as **Annexure D**	MS Word/Excel	• Templates to be completed in relation to the TOR for company and project team experience. • For completion in the MS Word Form as provided.
3b	Pricing template as indicated in the TOR as **Annexure B**	MS Word/Excel	• Pricing template for completion. • For completion in the MS Word/Excel Form as provided..
3c	Rules of Bidding	PDF	• To establish the standard rules, requirements and conditions governing the submission and evaluation of bids for the Department's procurement processes
4	**Contractual Arrangements**		• **All contractual arrangements and agreement applicable to RFP**
4a	General Conditions of Contract (GCC)	PDF/Word	• GCC as issued by NT.
4d	SLA	PDF	• Draft Service Level Agreement for discussion during appointment.

3. INSTRUCTIONS FOR COMPLETION AND SUBMISSION OF BID PROPOSALS

3.1 This bid and all contracts emanating there from shall be subject to the General Conditions of Contract issued in accordance with of the Treasury Regulations 16A published in terms of the Public Finance Management Act, 1999 (Act 1 of 1999).

3.2 Please complete the checklist attached as Annexure 1A to verify your submission of the relevant documents.

4. TWO-ENVELOPE SUBMISSION REQUIREMENT

The Department applies a strict two-envelope system. Failure to comply may result in disqualification.

ENVELOPE	MUST CONTAIN	MUST NOT CONTAIN	LABELLING
Envelope 1: Technical / Functionality	• Signed Bidder Checklist • All required SBDs for technical submission • TOR response • Evidence for functionality evaluation.	• Any pricing, rates, cost breakdowns or financial information.	• See Annexure 1B
Envelope 2: Financial / Price	• Completed and signed SBD 3.3 • Pricing schedule • PPPFA points claim supporting documents • Financial annexures.	• Technical narrative or functionality responses.	• See Annexure 1B
Outer Package	• Both sealed envelopes.	• Loose or unsealed documents.	• Bid number, description, closing date & time

5. REQUIRED PROPOSAL SEQUENCE (TECHNICAL ENVELOPE)

5.1 Signed Bidder Checklist and index

5.2 Mandatory compliance documents (SBDs, CSD, tax compliance, compulsory certificates)

5.3 Response to the TOR (understanding of scope and approach)

5.4 Detailed work plan mapped to TOR deliverables

5.5 Evidence for functionality scoring (Annexure 3A, references, CVs, certifications)

5.6 Risk management, quality assurance and skills transfer plans (where applicable)

5.7 Other supporting annexures and documents

6. PROPOSAL DOCUMENTS

6.1 No bids submitted by Facsimile, telegram, email will be considered. It is the bidder's sole responsibility to ensure that the complete bid has been received by the Closing Date and Time. Giving the bid to a courier prior to the Closing Date without actual receipt by DOT before the Closing Date and Time will not excuse the late delivery of a bid.

6.2 If a courier service company is being used for delivery of the bid response, the bid description must be endorsed on the delivery note/courier packaging and the courier must ensure that documents are placed / deposited into the bid box. The DOT will not be held responsible for any delays where bid documents are handed to the DOT Receptionist.

6.3 Where a bid response is not in the bid box at the time of the bid closing, such a bid document will be regarded as a late bid. It is the DOT's policy not to consider late bids for tender evaluation.

6.4 The bidder should check the numbers of the pages of its bid to satisfy itself that none are missing or duplicated. No liability will be accepted by DOT in regard to anything arising from the fact that pages of a bid are missing or duplicated.

7. COMPLETION AND FORMAT OF BID PROPOSALS

7.1 Bidders are advised that, in order to facilitate for an efficient evaluation process, the bid should be as prescribed, concise and written in plain English.

7.2 Bids should be clearly indexed with supporting documents clearly marked. It is recommended that bidders follow the TOR, specifically evaluation criteria and deliverables as a guide for compilation/sequence of the proposal information.

7.3 BIDDER DECLARATION must be completed and signed by the authorised signatory and returned. Failure to do so will result in the disqualification of the tender and will not be evaluated.

7.4 Tender documents may not be retyped. Retyped documents will result in the disqualification of the tender and will not be evaluated.

7.5 No unauthorised alteration of this set of tender documents will be allowed. Any unauthorised alteration will disqualify the tender automatically. Any ambiguity has to be cleared with contact person for the tender before the tender closure.

7.6 The tender document as provided by the DOT's Supply Chain Management Section will be the prevailing document in the event of an inconsistency between the completed submitted tender document by a bidder and the tender document provided by the DOT.

8. CLARIFICATIONS AND COMMUNICATION

8.1 The DOT may respond to any enquiry in its absolute discretion and the bidder acknowledges that it will have no claim against the DOT on the basis that its bid was disadvantaged by lack of information, or inability to resolve ambiguities.

8.2 Oral communication or instruction by DOT or its representative shall have no standing in this bid unless and until they have been confirmed in writing.

8.3 DOT accepts no responsibility for the failure of any bidder not receiving notifications or correspondence relating to this bid.

8.4 Whilst all due care has been taken in connection with the preparation of this bid, DOT makes no representations or warranties that the content of the bid or any information communicated to or provided to Bidder(s) during the bidding process is, or will be, accurate, current or complete. DOT, and its employees and advisors will not be liable with respect to any information communicated which may not accurate, current or complete.

8.5 If Bidder(s) finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by DOT (other than minor clerical matters), the Bidder(s) must promptly notify DOT in writing of such discrepancy, ambiguity, error or inconsistency in order to afford DOT an opportunity to consider what corrective action is necessary (if any).

8.6 Any actual discrepancy, ambiguity, error or inconsistency in the bid or any other information provided by DOT will, if possible, be corrected and provided to all Bidder(s) without attribution to the Bidder(s) who provided the written notice.

8.7 All persons (including Bidder(s)) obtaining or receiving the bid and any other information in connection with the Bid or the Tendering process must keep the contents of the Bid and other such information confidential, and not disclose or use the information except as required for the purpose of developing a proposal in response to this Bid.

8.8 Bidders may not contact any other DOT employee besides the email address mentioned above on any matter pertaining to the bid from the time when the bid is advertised to the time the bid is awarded. Any effort by a bidder to influence bid evaluation, bid comparisons or bid award decisions in any manner, may result in rejection of the bid concerned.

9. EVALUATION PROCESS

The evaluation process comprises of the following stages:

9.1 STAGE 1: MANDATORY REQUIREMENTS AND DISQUALIFICATION: COMPLIANCE

9.1.1 Failure to comply with the mandatory compliance requirements listed in paragraph 9.1.2 below, which relate to bid submission integrity and eligibility, will result in automatic disqualification without further engagement.

9.1.2 The standard mandatory compliance requirements are:

Nr	Requirement	Description
1	**Non-compliance with 2 envelopes.**	The DOT applies a two envelope system whereby the Technical Proposal and Financial Proposal must be submitted separately. Any of the following will render the bid non compliant: • Envelopes not clearly marked "Technical" and "Financial" • Unsealed or accessible pricing information at any stage of evaluation • Financial or costing information included in the technical proposal
2	**Failure to submit SBD forms**	Failure to submit all required Standard Bidding Documents (SBDs) will render the bid non responsive. The omission of minor administrative forms may be treated as administrative non compliance at the DOT's discretion.
3	**Non-responsive proposal**	Failure to submit mandatory checklists and/or required supporting documents necessary to evaluate functionality (e.g. submission of SBDs and/or pricing only).
4	**Late bid**	Any bid submitted after the stipulated closing date and time.
5.	**Non-compliance requirements listed in Annexure D**	Failure to comply with all mandatory requirements listed in Annexure D.
6.	**Non-attendance of compulsory briefing session (if applicable)**	Where a compulsory briefing session is indicated in the Bid Advertisement and Rules of Bidding, failure to attend will result in disqualification. Virtual briefing sessions are not compulsory unless stated otherwise..

9.1.3 For the avoidance of doubt, the non-submission of supporting or verifiable documentation that does not amend the substance of the bid, price, or functionality, shall be treated as administrative non-compliance and may be subject to clarification or rectification in accordance with the Department's approved SCM Standard Operating Procedures

9.1.4 The DOT further reserves the right to disqualify any bidders who do not comply with one or more of the following bid requirements and may take place without prior notice to the bidder:

a. Bidder whose tax matters are not in order;

b. Submitted materially incomplete information that renders the bid non-responsive and incapable of evaluation;

c. Submitted information that is fraudulent, factually untrue or inaccurate information;

d. Received information not available to other potential bidders through fraudulent means;

e. Failed to comply with technical requirements as stipulated in the Bid document;

f. Misrepresented or altered material information in whatever way or manner;

g. Promised, offered or made gifts, benefits to any DOT employee;

h. Canvassed, lobbied in order to gain unfair advantage;

i. Committed fraudulent acts; and • acted dishonestly and/or in bad faith etc.

9.2 STAGE 1B (IF APPLICABLE) MANDATORY REQUIREMENTS AND DISQUALIFICATION: TECHNICAL

9.2.1 In the event that the tender requires technical mandatory requirements used as pre-qualification prior to technical evaluation, such will be indicated in the TOR document.

9.2.2 It is the responsibility of each bidder to verify whether any additional mandatory technical requirements are specified in the Terms of Reference (TOR) and to ensure full compliance therewith.

9.2.2 For bids that include mandatory technical requirements as listed in the Terms of Reference, failure to demonstrate the required capability or minimum criteria will lead to disqualification. The omission of supporting proof may be treated as administrative non-compliance unless expressly stated otherwise in the TOR.

9.3 STAGE 2: FUNCTIONALITY EVALUATION - DESKTOP

9.3.1 Bids shall be evaluated strictly according to the bid evaluation criteria stipulated in this section of the Terms of Reference (TOR).

9.3.2 Bidders must, as part of their bid documents, submit supportive documentation for all functionality requirements as indicated hereunder. The committee will verify all documents submitted on time by the bidders.

9.3.3 Bidders need not rate themselves but to ensure that all information is submitted as required.

9.3.4 Bidders who are successful in meeting the functionality threshold during this stage will be evaluated further on Preferential Procurement Regulation (PPR).

9.4 STAGE 2B: FUNCTIONALITY EVALUATION – INTERVIEW/SITE VISIT/DEMO

9.4.1 The DOT shall invite bidders who score the minimum threshold for desktop evaluation for Interview/demo that forms part of the technical/functionality evaluation process in the Terms of Reference.

9.4.2 Bidders who are successful in meeting the functionality threshold during this stage will be evaluated further on Preferential Procurement Regulation (PPR).

9.5 STAGE 3: PREFERENTIAL PROCUREMENT REGULATION (PPR), 2022

9.5.1 The applicable preference point system, being either 80/20 or 90/10, will be applied in the evaluation and award of the bid. A total of 80 or 90 points will be allocated for price as calculated in the completed SBD 6.1 form, and the remaining 20 or 10 points will be allocated for specific goals in accordance with the table below, depending on the applicable formula.

9.5.2 **Calculating preference points**

The following table will be utilised in evaluating preference: (Note that this must be adjudicated per TOR)

Goals	Points out of 20 (80/20)	Points claimed	Proof Attached
Black Owned (BO)	**Max 10**		
100% BO	10		
>50%	5		
Women Owed (WO)	**MAX 6**		
100% WO	6		
>50%	3		
Black Designated Group (BDG)	**MAX 4**		
100% BDG	4		
>50%	2		

9.5.3 Additional supporting documents required

Preference Category	Definition (for RFP clarity)	Required Supporting Proof	Verification Notes
Black Ownership	Ownership by Black persons as per B-BBEE Act	• ID copies of Black shareholders • CIPC Disclosure Certificate • B-BBEE Certificate or Sworn Affidavit (EME/QSE)	Ownership % must be clearly stated and match CSD.
Women-Owned Enterprise	Ownership by women	• ID copies • CIPC Disclosure Certificate • B-BBEE Certificate or Sworn Affidavit (EME/QSE)	Must match CSD and company records.
Youth	Individuals aged 18–35	• ID copy of youth owner(s) • CIPC Disclosure Certificate • B-BBEE Certificate/Affidavit confirming Women ownership	Age must be valid on closing date.
People with Disabilities (PWD)	Persons with long-term physical/mental impairment	• Medical certificate from a registered medical practitioner • ID copy	Certificate must specify long-term disability.
Military Veterans (MV)	Registered military veterans	• Military Veterans Certificate issued by DMV • ID copy	Only DMV-issued certificates accepted.
Rural Enterprise	Business located in a rural area	• Municipal account or lease agreement showing address • CIPC registered address • Affidavit confirming rural location	Address must match CSD.
Township Enterprise	Business located in a township	• Municipal account/lease agreement • CIPC registered address • Affidavit confirming township location	Township must be identifiable by municipality.
Unemployed Persons (as owners)	Enterprise owned by individuals who are unemployed	• Affidavit confirming unemployment status • ID copy	Affidavit must state no employment in any sector.

9.5.4 The following also applies:

a. Bidders are required to complete the preference claim form (SBD 6.1), and submit their original and valid B-BBEE status level verification certificate or a certified copy thereof or a sworn affidavit at the closing date and time of the bid in order to claim the B-BBEE status level point. The points scored by a bidder in respect of the level of B-BBEE contribution will be added to the points scored for price.

b. Bidders are required to complete the preference claim form (SBD 6.1), and submit the required supporting documents at the closing date and time of the bid in order to claim the points indicated in the TOR. The points scored by a bidder in respect of preference will be added to the points scored for price.

c. Only bidders who have completed and signed the declaration part of the preference claim form and who have submitted the required supporting documents together with the bid will be considered for preference points.

d. A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated score card, with detailed points claimed by each partner, and supporting documents for every separate tender.

e. Failure on the part of the bidder to comply with paragraphs (a) to (d) will be deemed that preference points are not claimed and will therefore be allocated a zero (0).

f. The Department of Transport may, before a bid is adjudicated or at any time, require a bidder to substantiate claims it has made with regard to preference.

g. The points scored will be rounded off to the nearest 2 decimals.

h. In the event that two or more bids have scored equal total points, the award will be done in terms of the Preferential Procurement Regulations 2022, *Section 8: Criteria for breaking deadlock in scoring.*

i. A contract may, on reasonable and justifiable grounds, be awarded to a bid that did not score the highest number of points.

9.5.5 Consortium / Joint Venture

In the event that preference points are claimed for goals by consortia / joint ventures, the following information must be furnished in order to be entitled to the points claimed in respect of those goals:

Name of Consortium/JV Partner	Percentage (%) of the contract value managed or executed by the Partner

SECTION B: GENERAL

10. PARTICIPATION OF GOVERNMENT OFFICIALS IN THE BIDDING PROCESS

10.1 The Public Administration Act, 2014 (Act NO II Of 2014), chapter 3, section 8(2)(a) specifies that an employee of the Department may not conduct business with the Department.

10.2 Bidders having a kinship with persons employed by the Department, including a blood relationship, must declare their interest on the SBD 4 (Declaration Of Interest).

11. TAX CLEARANCE CERTIFICATE

11.1 Bidder's tax matters must be compliant at the time of award.

11.2 In case where a bidder's tax matters are non-compliant a bidder will be given seven (7) days to remedy the tax matters.

11.3 Failure to remedy this may invalidate the bid.

12. VALUE ADDED TAX

12.1 All bid prices must be inclusive of 15% Value-Added Tax and quoted in Rands.

13. CLIENT BASE

13.1 The DOT reserves the right to contact references during the evaluation and adjudication process to obtain information.

14. TRANSFORMATION

14.1 DOT promotes transformation within the maritime services sector of the South African economy and as such, bidders are encouraged to partner with majority black owned entities (51% black owned and controlled).

14.2 Such partnerships may include the formation of a Joint Venture and/ or subcontracting agreement etc., where a portion of the work under this tender would be undertaken by black owned entities.

15. LEGAL IMPLICATIONS

15.1 Successful bidder/s must be prepared to enter into a contract with the DOT.

16. COMMUNICATION

16.1 Supply Chain Management (SCM) within the DOT shall communicate with bidders for, among others, where bid clarity is sought, to obtain information or to extend the validity period.

17. COUNTER CONDITIONS

17.1 Bidders' attention is drawn to the fact that amendments to any of the Information to bid by bidders shall result in invalidation of such bids.

18. PROHIBITION OF RESTRICTIVE PRACTICES

18.1 In terms of section 4(1) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is/ are or a contractor(s) was/were involved in:

a. directly or indirectly fixing a purchase or selling price or any other trading condition;

b. dividing markets by allocating customers, suppliers, territories or specific types of goods or services; or

c. collusive bidding.

18.2 If a bidder(s) or contractor(s), in the judgment of the purchaser, has/have engaged in any of the restrictive practices referred to above, the purchaser may, without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered or terminate the contract in whole or in part and refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

19. FRONTING

19.1 The DOT supports the spirit of broad based black economic empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background the DOT condemns any form of fronting.

19.2 The DOT, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents.

19.3 Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry/investigation, the onus will be on the bidder / contractor to prove that fronting does not exist. Failure to do so within a period of 14 days from date of notification may invalidate the bid/contract and may also result in the restriction of the bidder/contractor to conduct business with the public sector for a period not exceeding ten years, in addition to any other remedies the National Treasury may have against the bidder/contractor concerned.

20. VALIDITY PERIOD

20.1 Bids shall remain valid for the period indicated in the RFP.

20.2 The bidder shall hold the tender offer(s) valid and open for acceptance by the DOT at any time during the validity period stated in the RFP, calculated from the closing time and date stipulated in the tender document.

20.3 If requested in writing by the DOT, the bidder shall consider extending the bid validity period for an agreed additional period.

20.4 A tender submission submitted to the DOT may only be withdrawn or substituted by giving the DOT written notice prior to the closing time and date for tenders.

20.5 **Post-award validity:**

20.5.1 Without derogating from the initial bid validity period, bidders are required to keep their bids open, firm and capable of acceptance for a period of six (6) months, calculated from the date of issue of the written award or letter of appointment.

20.5.2 By submitting a bid, a bidder is deemed to have accepted this requirement and to have given an irrevocable undertaking that its bid, including pricing and all material terms, shall remain valid for the full post-award validity period referred to in clause 20.5.1.

20.5.3 The DOT reserves the right, within the post-award validity period and subject to compliance with all applicable legislative requirements, National Treasury prescripts and internal approvals, to enter into negotiations with and/or appoint an alternative bidder in the event that the contract with the initially appointed bidder is not concluded, is terminated, is cancelled, or the appointed bidder otherwise becomes incapable of performing the contract.

20.5.4 Any negotiations with, or appointment of, an alternative bidder shall be confined to the original scope, specifications and evaluation outcome of this tender and shall not result in any material deviation from the advertised requirements.

20.5.5 Failure by a bidder to honour the bid validity undertaking when called upon to do so within the validity period may be addressed in accordance with the DOT's Supply Chain Management Policy, applicable National Treasury prescripts and any other remedies available in law.

21. LATE BIDS

21.1 Late submissions will not be accepted.

21.2 A submission will be considered late if it arrived one minute after the closing time or any time thereafter.

21.3 The bid (tender) box shall be locked exactly at the closing time and bids arriving late will not be accepted under any circumstances.

21.4 Bidders are therefore strongly advised to ensure that bids be dispatched allowing enough time for any unforeseen events that may delay the delivery of the bid.

22. Proprietary Information

22.1 The DOT considers this tender and all related information, either written or verbal, which is provided to the bidders, to be proprietary to DOT.

22.2 It shall be kept confidential by the bidders and its officers, employees, agents and representatives.

22.3 The bidders shall not disclose, publish, or advertise this specification or related information to any third party without the prior written consent of DOT.

23. DISCLAIMERS

23.1 The DOT has produced this document in good faith.

23.2 The DOT, its agents, and its employees and associates do not warrant its accuracy or completeness.

23.3 To the extent that DOT is permitted by law, DOT will not be liable for any claim whatsoever and how so ever arising (including, without limitation, any claim in contract, negligence or otherwise) for any incorrect or misleading information contained in this document due to any misinterpretation of this document. DOT makes no representation, warranty, assurance, guarantee or endorsements to any provider/bidder concerning the document, whether with regard to its accuracy, completeness or otherwise and DOT shall have no liability towards the responding service providers or any other party in connection therewith.

24. AUTHORISED SIGNATORY

24.1 A copy of the recorded Resolution taken by the Board of Directors, members, partners or trustees authorising the representative to submit this bid on the bidder's behalf must be attached to the Bid Document on submission of same.

24.2 A bid shall be eligible for consideration only if it bears the signature of the bidder or of some person duly and lawfully authorised to sign it for and on behalf of the bidder.

24.3 If such a copy of the Resolution does not accompany the bid document of the successful bidder, the DOT reserves the right to obtain such document after the closing date to verify that the signatory is in order. If no such document can be obtained within a period as specified by the DOT, the bid will be disqualified and will not be evaluated.

24.4 If a bidder is a sole proprietor, no such documentation is required, provided that the document was completed and signed by the owner.

25. BIDDER DECLARATION

25.1 The bidder hereby declares the following:

We confirm that ____ (Bidder's Name):

25.1.1 Notes the contents of this document;

25.1.2 Accept the conditions of this bid;

25.1.3 Will act honestly, fairly, and with due skill, care and diligence, in the interests of the DOT;

25.1.4 Will employ effectively the resources, procedures and appropriate technological systems for the proper performance of the services;

25.1.5 Will act with circumspection and treat DOT fairly in a situation of conflicting interests;

25.1.6 Will comply with all applicable statutory or common law requirements applicable to the conduct of business;

25.1.7 Will make adequate disclosures of relevant material information including disclosures of actual or potential own interests, in relation to dealings with DOT;

25.1.8 Will avoid fraudulent and misleading advertising, canvassing and marketing;

25.1.9 Conducts business activities with transparency and consistently uphold the interests and needs of DOT as a client before any other consideration; and

25.1.10 Ensures that any information acquired by the bidder(s) from DOT will not be used or disclosed unless the written consent of the client has been obtained to do so.

Signature:

____ Date:_______________

Print Name of Signatory: ___________________________ Designation____________________

FOR AND ON BEHALF OF

____

transport

Department:
Transport
REPUBLIC OF SOUTH AFRICA

2030 NDP

TERMS OF REFERENCES FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER MAINTENANCE TO EXISTING ELECTRONIC SECURITY SYSTEM INCLUDING PROCUREMENT, DELIVERY, REPLACEMENT, INSTALLATION AND COMMISSIONING OF ANY NEW ELECTRONIC SECURITY SYSTEM WHEN REQUIRED AT THE NATIONAL DEPARTMENT OF TRANSPORT FOR A PERIOD OF 36 MONTHS

DOT/13/2026/CS

CONTACT DETAILS

1.1 Administrative Contact	1.2 Technical Contact
Bidding Office	**Project Manager**
Name: Mr. SJ Makgobatlou	Name: Ms. Rose Masilela
Directorate: Supply Chain Management	Directorate: Security Services
Tel: 012 309 3083	Tel: 012 309 3767
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TERMS OF REFERENCES FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER MAINTENANCE TO EXISTING ELECTRONIC SECURITY SYSTEM INCLUDING PROCUREMENT, DELIVERY, REPLACEMENT, INSTALLATION AND COMMISSIONING OF ANY NEW ELECTRONIC SECURITY SYSTEM WHEN REQUIRED AT THE NATIONAL DEPARTMENT OF TRANSPORT FOR A PERIOD OF 36 MONTHS

Contents

transport

Department:
Transport
REPUBLIC OF SOUTH AFRICA

2030 NDP

TERMS OF REFERENCES FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER MAINTENANCE TO EXISTING ELECTRONIC SECURITY SYSTEM INCLUDING PROCUREMENT, DELIVERY, REPLACEMENT, INSTALLATION AND COMMISSIONING OF ANY NEW ELECTRONIC SECURITY SYSTEM WHEN REQUIRED AT THE NATIONAL DEPARTMENT OF TRANSPORT FOR A PERIOD OF 36 MONTHS

1 BACKGROUND

1.1 The Directorate: Security Services is responsible for providing security services throughout the Department of Transport. The Directorate requires the services of a security service provider with a reputable track record for the procurement, delivery, installation and commissioning for the enhancement of electronic security (CCTV system, alarms, X-Ray machine, Walkthrough metal detector and intercom systems) at the National Department of Transport.

1.2 The Department of Transport is situated in Pretoria,159 Forum Building, Corner of Bosman and Struben Street, Pretoria. It operates in a seven (7) floor building including basement. Currently the department has existing security infrastructure which is functional.

1.3 This tender/bid seeks to find a suitable service provider to maintain and service the existing infrastructure, as the current contract is coming to an end. Upon request by the department, the service provider will also be expected to replace and to upgrade, procure, install and commission new equipment.

1.4 Existing security Infrastructure that requires maintenance and service

DESCRIPTION	MAKE/MODEL	QUANTITY	STATUS
Static Cameras	Hikvision	102	Functional
PTZ Cameras	Hikvision	7	Functional
Turnstiles	Morpho	4	Functional
X-Ray machine & Walkthrough Metal detectors	1x Hikvision 2x Rapiscan 1 x HAB	4	Functional
Walkthrough Metal Detector	1 x Hikvision 2 x Rapiscan	4	Functional

DESCRIPTION	MAKE/MODEL	QUANTITY	STATUS
	1 x HAB		
Digital Video Recorders (DVR)	Hikvision	5	Functional
Boom Gate	n/a	3	Functional
Security Beams	Motion Sense	8	Functional
Card Readers	Morpho	180	Functional
Access Control system	Access Portal (Software)	1	Functional
Card Printer	HID (Fargo)	1	Functional

2 SCOPE OF WORK

2.1 GOAL

2.1.1 The primary goal of this tender is to ensure the effective maintenance of the existing security infrastructure as indicated in section 1.4.

2.1.2 Provision of planned preventative maintenance to the existing Electronic System.

2.1.3 The provision of Corrective or call out services for the existing system.

2.1.4 Procurement, installation and commissioning of equipment, as and when required.

2..1.5 Training of DOT security personnel on all installed systems as part of skill transfer.

2.2 OBJECTIVES (SERVICES)

The objective of this tender is to maximise system reliability and minimise risk exposure by:

2.2.1 Ensuring continuous and reliable operation of all electronic security systems.

2.2.2 Conducting scheduled inspections, testing and servicing to minimise unexpected failures.

2.2.3 Implement urgent or unscheduled upgrades to address emerging threats.

2.2.4 Supporting temporary security requirements with tailored solutions.

2.2.5 Responding flexibly to organisational, changes, expansions or restructuring.

2.2.6 Supporting system operation, technical training, and system integration.

2.2.7 Ensuring the procurement, delivery, installation, commissioning of equipment, as and when required.

2.2.8 Training of DOT security officials on all installed systems.

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2.3 MAINTENANCE SERVICE AND COVERAGE HOURS

EXPECTED SERVICE	BREAKDOWN OF SERVICE	COVERAGE HOURS
Preventative Maintenance	• Perform a generic system (computer) check. • Check network settings • Perform a general maintenance in equipment listed in section 1.4. • Determine and install all available software upgrades. • Check and test all access points readers and magnetic door lock. • Check all barrels bolts to be without damage and tempering. • Clean all defrag hard drives and complete any database repairs if necessary. • Clean camera lenses, fingerprints readers and sensors for the good output.	Three (3) days a month and eight (8) hours a day.

EXPECTED SERVICE	BREAKDOWN OF SERVICE	COVERAGE HOURS
Corrective Maintenance / Call out	• Whenever the system or equipment is faulty the Department shall call the Service Provider for Corrective maintenance. • The Service Provider shall conduct necessary investigations and diagnose the fault. • The Service Provider shall give recommendations to the Department. • Any replacement of equipment shall follow procurement process and approval shall be granted before any replacement is done.	Specifications and quotation shall determine the time required to complete the work.
New Installations /ad hoc projects	• The department may request the Service Provider to install new equipment. • The contract is not exclusive and any ad hoc procurement a written request, quotation and approval process.	• Specifications and quotation shall determine the time required to complete the work.

2.4 ELECTRONIC SECURITY EQUIPMENT

2.4.1 Equipment must be functional and properly maintained. Equipment failures affecting service delivery will be managed in terms of the SLA and may trigger service credits/penalties.

2.4.2 Faulty equipment must be replaced with new units.

2.4.3 The unit must support the same interfaces, connections, and protocols as the old unit/damaged unit.

2.4.4 The new unit must comply with SANS standards for electrical safety, fire resistance and electromagnetic interference.

2.4.5 The new unit must meet minimum energy ratings to reduce operating costs and environmental impact.

2.4.6 Any data-bearing equipment must be sanitised/before disposal.

2.4.7 Service Provider must provide certificate of compliance with SANS/SO standard for any installation made.

2.4.8 A unit must have a warranty of 36 months from installation and must cover parts, labour and software defects. The scope of warranty must be in writing timeframes and items covered.

2.4.9 All software must be licensed legally with proof of purchase and licences must comply with SANS and POPIA requirements.

2.4.10 Existing Integrated Security Solution. Bidders are expected to maintain and service the equipment as indicated.

2.5 REPORTING DELIVERABLES `

2.5.1 Service Provider must submit monthly maintenance reports covering system status, preventative and corrective maintenance performed.

2.5.2 Service Provider must submit regular upgrade proposals based on system performance, emerging threats, and technological advancements. These recommendations should include cost benefit analysis and risk mitigation impact.

2.5.3 Service Provider must submit monthly financial reports detailing maintenance costs and any ad hoc project expenses. This must be aligned with approved budget lines for this contract.

2.5.4 Service Provider must submit monthly reports on a log of all faults detected, including, date, time, nature of fault and corrective action taken.

2.5.5 Service Provider must submit record of all emergency or ad hoc call-outs, including response time, resolution and costs incurred.

2.5.6 Service Provider must provide signed job card for each maintenance or repair activity, detailing tasks performed, parts replaced and technician responsible.

2.5.7 Service Provider must provide submit a quarterly risk assessment identifying vulnerabilities, potential threats and mitigation strategies.

2.5.8 Service Provider must submit a monthly report on overall system performance, uptime and reliability matrix.

3 OPERATIONAL PERSONNEL AND SITE COMPLIANCE REQUIREMENTS

3.1 MANAGEMENT, SUPERVISION AND MEETINGS

3.1.1 The service provider must appoint a Contract Manager. The contract manager shall be responsible for overseeing all reporting deliverables, including monthly maintenance reports, fault logs, call-out logs, job cards, risk assessments, system health reports, upgrade recommendations and expenditure reporting. The contract manager shall consolidate these reports and submit to the department of Transport within the stipulated timelines.

3.1.2 Technicians Team Supervisors must ensure adherence to site instructions, and immediate escalation of risks/incidents/faults to DOT.

3.1.3 The DOT and the service provider shall meet at least once per month for operational matters and performance review.

3.1.4 The DOT may convene ad hoc meetings at its discretion.

3.1.5 The DOT and the service provider shall meet at least once every quarter to review overall performance of services and service improvements.

3.2 TRAINING OF DOT SECURITY PERSONNEL BY THE SERVICE PROVIDER

3.2.1 The service provider shall provide ongoing internal training to the DOT security personnel on new changes and operational requirements on the system.

3.3 SUCCESSFUL BIDDER(S)' GENERAL OBLIGATIONS

3.3.1 DOT will furnish the Service Provider with all relevant and available data and information, which is necessary to perform the services under the agreement.

3.3.2 DOT will become the owner of all information, documents, programmes, advice and reports generated and compiled by the Service Provider in the execution of the services.

3.3.3 The copyright of all documents and reports compiled by the Service Provider will vest in DOT and may not be reproduced or distributed or made available in any other way without the written consent of DOT.

All information, documents, programmes and reports must be regarded as confidential and may not be made available to any unauthorized person or institution without the written consent of DOT.

3.3.4 Appointment is subject to both parties agreeing with the Service Level Agreement; both parties must sign the agreement.

3.3.5 The Service Provider is entitled to general knowledge acquired in the execution of this agreement and may use it, if it shall not be to the detriment of the DOT.

3.3.6 Conditions stipulated in the general conditions of contract will be applicable should any of the parties fail to deliver (read together with the Service Level Agreement signed by both parties).

3.3.7 On termination of the agreement, for whatever reason (s), all documents, programmes, reports, must be handed to DOT. The Service Provider relinquishes the right of retention thereof.

3.3.8 The Department reserves the right to terminate the contract if the State Security Agency screening is negative for company, directors and employees.

3.3.9 The Service Provider will be liable for any loss/damage of assets during the contract period.

3.4 PROJECT PLAN / OPERATIONAL PLAN (BID SUBMISSION REQUIREMENT)

The bidder must submit a Comprehensive Operational Plan that clearly spells out the following:

3.4.1 Project Scope: Define the equipment covered under this contract, including CCTV, access control, alarms and system software.

3.4.2 Implementation schedule: Provide a detailed timeframes for Preventative, Corrective and call-out services.

3.4.3 Resource Allocation: list your personnel identified for this project, including technicians, supervisors and contract managers as well as tools required for execution.

3.4.4 Maintenance Strategy: outline preventative maintenance activities to be performed monthly. This should include procedure on how to log calls and the turnaround time.

3.4.5 Reporting Deliverables: Specify the submission of monthly maintenance reports, system health reports and expenditure reports, quarterly reports and ad hoc reports including call-out logs.

3.4.6 Risk Management: outline on how you will conduct the assessment and escalation procedures.

3.4.7 Compliance Standard: This requires documentation of warranties, licenses, and disposal certificates. The plan must consider this.

3.4.8 Training and handover: How do you deliver training sessions to DOT security personnel on system use and trouble shooting.

3.4.9 Monitoring and evaluation: Develop performance indicators such as system uptime percentage, fault resolution times and compliance rate.

3.5 TURNAROUND TIMES

The Service Provider shall adhere to the following turnaround times for services under this contract:

3.5.1 **Critical Faults**: Response within 4 working hours of notification, resolution within eight (8) working hours.

3.5.2 **Major Faults**: Response within 4 working hours. Resolution within 16 working hours

3.5.3 **Preventative Maintenance**: Conduct three times in a month.

3.5.4 **Call-Outs**: Emergency call-outs must be attended to within two (2) working hours of request.

3.5.5 **Reporting Deliverables**: Monthly reports (maintenance, system health, expenditure, fault logs. Call-outs) must be submitted within five (5) working days after last day of the month.

3.5.6 **Risk Assessment report**: must be submitted once in a quarterly and within five (5) working days after the end of each quarter.

3.5.7 **Job Cards**: must be completed immediately upon completion of the task.

3.6 COMMUNICATION

3.6.1 The service provider must always ensure effective communication between Technicians and DOT.

3.6.2 Communication mechanisms and escalation contacts must be submitted to DOT before commencement of the contract.

3.6.3 Any additional work required will be communicated by DOT in writing through the Project Manager.

3.7 ACCESS CONTROL / IDENTIFICATION AND CONFIDENTIALITY

3.7.1 The service provider must supply identity tags/cards containing: Name of Firm; Name of Employee; ID photo; PSIRA number to all technicians attending the site.

3.7.2 Identification must always be displayed when technicians are on site.

3.7.3 The service provider and its employees must not hinder the normal functioning of DOT.

3.7.4 No information pertaining to DOT may be transferred to the public or media in any manner.

3.7.5 Day-to-day liaison must be through Chief Security Officer and not directly with DOT security officers unless authorised by DOT.

4 CONTRACT PERFORMANCE, RISK AND COMMERCIAL GOVERNANCE

4.1 PERFORMANCE MONITORING AND REPORTING

4.1.1 Reports and correspondence shall be in English.

4.2 DAMAGE AND LIABILITY

4.2.1 The service Provider shall, at its own cost, maintain Public Liability Insurance with a minimum of R 2million (R2 000 000) for the duration of a contract. Proof of insurance must be submitted as part of mandatory documents.

4.2.2 The insurance must cover injury to persons, damage to property, and any third-party claims arising from the execution of this contract.

4.3 PENALTIES (SERVICE CREDITS) FOR POOR PERFORMANCE

4.3.1 Penalties do not limit the DOT's rights to claim damages or require invoking breach/termination.

4.3.2 Penalty Summary Table (for quick reference):

Service Failure	Requirement	Penalty clause
Failure to respond to four (4) hour turnaround time for both critical and Major faults.	Respond within four (4) working hours of fault notification.	5 % of monthly invoice
Fault Resolution Time for both critical and major faults.	Resolve critical faults within eight (8) working hours of fault notification and 16 working hours for major faults.	15 % of monthly invoice
Missed maintenance schedule for preventative maintenance.	Conduct three times in a month.	20% of monthly invoice
Late submission of monthly reports and quarterly reports.	Monthly reports (maintenance, system health, expenditure, fault logs. Call-outs) must be submitted within 5 working days after the last day of the month. Risk Assessment report must be submitted within 5 working days after the last day of the quarter.	5% of monthly of monthly invoice
Failure to maintain valid licences and warranties	A unit must have a warranty of 36 months. All software must be licensed legally with proof of purchase and licences must comply with SANS and POPIA requirements.	10% plus liability for damages

Service Failure	Requirement	Penalty clause
Repeated Breaches for more than three times in a quarter.	The Service Provider may not commit more than three breaches in a quarter.	Escalation to contract termination.

4.4 BREACH, REMEDY AND TERMINATION

4.4.1 Any failure to comply with the TOR, Rules of Bidding, SLA, site instructions or applicable law constitutes a breach.

4.4.2 DOT may issue a notice of breach requiring remedy within fourteen (14) calendar days, unless immediate termination applies.

4,4,3 For labour non-payment/service disruption, DOT may require remedy within forty-eight (48) hours due to operational risk.

4.4.4 DOT may terminate the contract immediately for fraud/corruption/misrepresentation, insolvency/cessation of business, abandonment of services, serious confidentiality breach, or repeated failure to meet service levels after prior notices.

4.4.5 Termination does not limit DOT's rights to appoint an alternative provider at the service provider's cost and/or claim damages.

4.5 SERVICE LEVEL AGREEMENT

4.5.1 The successful bidder must enter into a Service Level Agreement (SLA) with DOT and must mark up and provide comments based on the scope of services mentioned in this document and submit as part of the bid.

4.6 HYBRID OPERATING MODEL (PAYMENT AND SERVICE DELIVERY)

This is a hybrid contract model and shall operate as follows:

4.6.1 **Scheduled maintenance (fixed component):** the Service Provider shall perform routine inspections, preventative servicing, software updates, and compliance, reporting in accordance with the agreed maintenance schedule. Payments shall be made as a fixed monthly fee, subject to submission of maintenance reports and compliance with Service Level Agreement.

4.6.1.1 Failure to submit reports or perform scheduled maintenance shall result in deductions as per the penalty matrix.

4.6.2 **Repairs and Fault Resolution:** Repairs, corrective maintenance, and fault resolution shall be undertaken on time and material basis.

4.6.2.1 Labour shall be charged at hourly rate.

4.6.2.2 Procurement process shall be followed to acquire parts and parts shall be charged at cost plus a fixed markup percentage, and this is subject to quotations and approval by DOT.

4.6.2.3 Service Level Agreement linked penalties shall apply for delays in response or resolution beyond agreed turnaround time.

4.6.3 **New Installations and Upgrades:** New installations, system-based expansions, or upgrades shall be treated as separate projects.

4.6.3.1 This shall be treated as ad hoc projects, and it is subject to quotations and approval by the department before any work can be done.

4.6.3.2 Payments shall be done once the project is completed satisfactory and invoices are submitted to DOT.

4.6.4 **Call-outs**: Call-outs must be charged per incident.

4.6.5 **After hour labour:** Service provider must charge a standard rate irrespective of hours worked.

5 EVALUATION

5.1 GENERAL NOTES

5.1.1 Bidders must comply with the requirements and submit all required document(s) indicated hereunder with the bid documents at the closing date and time of bid. This phase is not scored and bidders who fail to comply with all the mandatory criteria will be disqualified.

5.1.2 Bidders are required to be registered on the Central Supplier Database, and the Department of Transport shall verify the bidder's tax compliance status through the Central Supplier Database.

5.1.3 Where Consortia / Joint Ventures / Sub-contractors are involved, each party must be registered on the Central Supplier Database, and their tax compliance status will be verified through the Central Supplier Database.

5.1.4 It is therefore a condition of this bid that the tax matters of the bidder be in order at any point in time from the closing date of the bid. This bid will only be awarded to a bidder(s) whose tax status on Central Supplier Database is compliant.

5.2 MANDATORY EVALUATION: COMPLIANCE REQUIREMENTS AND DISQUALIFICATION

5.2.1 Only bidders who meet all mandatory requirements will proceed to the next stage, namely Technical Evaluation.

5.2.2 Bidders must complete and submit both mandatory checklists together with all required supporting documentation.

5.2.3 OUTRIGHT DISQUALIFICATION: COMPLIANCE

Nr	Requirement	Description
1	**Non-compliance with 2 envelopes.**	The DOT applies a two-envelope system whereby the Technical Proposal and Financial Proposal must be submitted separately. Any of the following will render the bid non-compliant: • Envelopes not clearly marked “Technical” and “Financial” • Unsealed or accessible pricing information at any stage of evaluation • Financial or costing information included in the technical proposal.
2	**Failure to submit SBD forms**	Failure to submit all required SBDs maybe non-responsive, while partial omissions will be dealt with in consistent with the bid rules.
3	**Non-responsive proposal**	Failure to submit mandatory checklists and/or required supporting documents necessary to evaluate functionality (e.g. submission of SBDs and/or pricing only) will result in disqualification.

Nr	Requirement	Description
4	**Late bid**	Any bid submitted after the stipulated closing date and time.
5.	**Non-compliance requirements listed in Annexure B**	Failure to comply with all mandatory requirements listed in Annexure B
6.	**Non-attendance of compulsory site briefing session**	Failure to attend compulsory site briefing session will result in disqualification.

5.2.4 MANDATORY REQUIREMENTS AND DISQUALIFICATION: STATUTORY, REGULATORY AND OPERATIONAL COMPLIANCE

Nr	Requirement	Description
1	**PSIRA compliance****	Valid PSIRA Letter of Good Standing and PSIRA registration certificates for the company and directors/members must be valid as at the bid closing date and time.
2	**SA owned and deployment**	Identity documentation (a) Ownership must be 100% South African (b) All deployed personnel, including the Project Manager and Financial Manager must be SA Citizens
3	**Compulsory Site briefing**	Bidder must attend a compulsory site briefing and inspection at DOT.

** PSIRA Act 2001 and PSIRA Amendment Act 18 of 2014 sections 20(1)(a) and 23.

5.2.5 **Required documents for evaluation**

No	Items	Requirements
1	Company Experience	• The bidder must Provide reference letters from organisations that have used the Bidder to provide Electronic Security System services in the past five (5) years. • Each reference letter must include the following information: Client name and industry; The contact person, a contactable email address and company business address; The total contract value for the period of the contract; and Brief description of the project scope. • The Department of Transport reserves the right to validate the above information with the individual client / organizations as part of due diligence. **Letter/s of appointment will not be treated as reference letters.**
2	Management structure	The Bidder must submit a management structure to support the Services provided to Department of Transport. The structure should include a short description of the duties of each member. The structure should include Inter-alia- (a) Organogram (b) Key contact person or Contract Manager/Project Manager (c) Financial Manager (d) Technicians (e) Roles and responsibilities,
3	**Project Manager**	• Bidders must provide CVs with certified copies of qualifications for the project Manager. • Certified copies must not be older than six (6) months on date of bid closing. • Qualification in Electronic/Electrical Engineering will be an added advantage (Must attach certified proof). • Certificate of training in installation of Electronic Security System is a requirement.
4	**Operational Execution & Deployment plan**	• A bidder must submit the detailed Operational plan and deployment plan which covers the following: a) A detailed proposed methodology of how the project will be executed

No	Items	Requirements
		b) The plan that responds to emergencies, c) How to record, Investigate and report system faults/dysfunctional and recommend solutions. d) Time frames e) Proposed systems to be used.
5	**Technicians**	• All profiles of the Technicians must be submitted during the bidding process with the following: a) Minimum: 3 years' related experience in installation, configuration and maintenance of integrated access control system (must Attach a detailed CV as proof) b) Qualification in IT networking or security systems (Must attach certified proof. c) N5/6 or higher Qualification in Electronic Security systems (attach certified proof)
6	**Risk Management and Business Continuity plan**	• Submit Comprehensive Risk Management Plan and Business Continuity Plan with clear execution, covering the entire scope of work. Plan should include: a) Risk assessment and identification b) Mitigation strategies c) Monitoring and reporting d) Incident response. e) Disaster Recovery f) Emergency staffing g) Communication plan h) Recovery Timelines

5.3 STAGE 2: FUNCTIONAL EVALUATION CRITERIA

5.3.1 Only bidders who have complied with mandatory requirements will be evaluated for functionality. Bidders must, as part of their bid documents, submit supportive documentation for all functional requirements as indicated hereunder. The Bid Evaluation Committee (BEC) responsible for scoring the respective bids will evaluate and score all bids based on their submissions and the information provided.

5.3.2 The value scored for each criterion will be multiplied with the specified weighting for the relevant criterion to obtain the marks scored for each criterion. These marks will be added and expressed as a fraction of the best possible score for all criteria.

5.3.3 Functionality will be evaluated since the supporting documentation supplied by the bidders in accordance with the functionality criteria and values below.

5.3.4 The evaluation of the functionality will be evaluated individually by Members of Bid Evaluation Committee in accordance with the functionality criteria and values below.

5.3.5 Stage 2a: The Bids that fail to achieve a minimum of **72** points out of **110** points for functionality will be disqualified. This means that such bids will not be evaluated on the Presentation of proposed project plan.

5.4 EVALUATION CRITERIA: Stage 2a: Functionality

SCORING CRITERION	WEIGHT	SCORING
Company experience: The Bidders must provide at least 5 contactable client references where similar services have been completed and can be verified. The letters must include the duration and the successful completion of the project/s. Each reference letter must include the following information: Client name and industry; The contact person, a contactable email address and company business address; The total contract value for the period of the contract; and Brief description of the project scope. The Department of Transport reserves the right to validate the above information with the individual client/ organizations as part of due diligence. **Letter/s of appointment will not be treated as reference letters.**	10	**0=** No reference letter. **1=** One (1) reference letter with a similar project conducted and completed. **3=** Two (2) reference letters with two similar projects conducted and completed. **5=** Three (3) and above reference letters with similar projects conducted and completed. **7=** Four (4) and above reference letters with similar projects conducted and completed. **10=** Five (5) and above reference letters with similar projects conducted and completed.
Contract Manager: Overall Technical Competency of the **Contract Manager**, who should have the following qualification and experience: **Qualification:** 1. Must provide CVs with certified copies of a recognised NQF	20	**0** = No relevant experience and qualification **5** = Less than 3 years of relevant experience and qualification **8** = 3 or more but less than 5 years of relevant experience/qualification

INITIAL: PROJECT MANAGER/CHAIRPERSON:BSC RS

INITIAL: SERVICE PROVIDER

<table>
<tr><th>SCORING CRITERION</th><th>WEIGHT</th><th>SCORING</th></tr>
<tr><td>qualification

Experience:
Experience in maintaining electronic security system projects.

Certified copies must not be older than six (6) months on date of bid closing.</td><td></td><td>12 = 5 or more of relevant experience and qualifications

16 = 5 or more but less than 7 years of relevant experience and/qualification

20 = 7 years or more of relevant experience and /qualification.</td></tr>
<tr><td>The Project Team should have the following certifications and qualifications:

Qualification:

1. Each member must have a qualification in related to their function.

Management Structure:
(a) Organogram = Weight 10
(b) Financial Manager. Weight 10
(c) Technician 1 = Weight 10
(d) Technician 2 = Weight 10

• Bidders must provide CVs with certified copies of qualifications and/ or certifications.
• The combined team members must possess at least one of the stated qualifications and/ or certifications.
• Minimum size of team must be three (3) members.
• The team will be evaluated collectively based on the number of qualifications/certifications, and the quantity refers to as a team and not individuals within the team.</td><td>40</td><td><table><tr><td>Three or less criteria (Organogram) & members with no relevant certification and/ or qualifications</td><td>Four criteria (Organogram) & required members with less than 2 criteria/ certifications and/ or qualifications</td><td>Four criteria (Organogram) & required members with two (2) criteria/ certifications and / or qualifications</td><td>Four criteria (Organogram) & required members with three (3) criteria/ certifications and/ or qualifications</td><td>Four criteria (Organogram) & required members with four (4) criteria/ certifications and/ or qualifications</td></tr><tr><td>0</td><td>10</td><td>20</td><td>30</td><td>40</td></tr></table></td></tr>
</table>

RS

SCORING CRITERION	WEIGHT	SCORING
Certified copies must not be older than six (6) months on date of bid closing.		
OPERATIONAL EXECUTION & DEPLOYMENT PLAN: A Detailed proposed methodology of how the project will be executed that covers the proposed scope of work, proposed work schedule, proposed systems to be used, project will be executed that covers: (a) Effectively respond to emergencies, (b) Record, Investigate and report system faults/dysfunctional and recommend solutions. (c) Time frames (d) Proposed systems to be used.	**20**	**0=** No plan or irrelevant plan. **5=** Proposal only responding partially to the scope of work. **16=** Proposal covering the scope, indicating time frames and resources. **20=** Comprehensive proposal with clear project execution, covering the entire scope of work, and clear deliverables, including timeframes, key tasks, sub-tasks, indicating resources with project duration and clear completion date.
RISK MANAGEMENT PLAN AND BUSINESS CONTINUITY PLAN Submit Comprehensive Risk Management Plan and Business Continuity Plan with clear execution, covering the entire scope of work. Plan should include: (a) Risk assessment and identification (b) Mitigation strategies (c) Monitoring and reporting (d) Incident response. (e) Disaster Recovery (f) Emergency staffing	**20**	5= Risk Management Plan and Business Continuity Plan meets 5 or less of the items listed in (a) to (h). 10= Risk Management Plan and Business Continuity Plan meets 6 of the items listed in (a) to (h) = Detailed Standard Risk Management Plan that meet items listed in (a) to (h). 15= Risk Management Plan and Business Continuity Plan meets 7 of the items listed in (a) to (h). 20= Risk Management Plan and Business Continuity Plan meets 8 of the items listed in (a) to (h).

RS
INITIAL: PROJECT MANAGER/CHAIRPERSON:BSC

INITIAL: SERVICE PROVIDER

SCORING CRITERION	WEIGHT	SCORING
(g) Communication plan (h) Recovery Timelines		
TOTAL	**110**	
THRESHOLD	**72**	

5.5 OFFICE VERIFICATION VISIT

5.5.1 DOT shall conduct verification visits to the offices of shortlisted bidders. The purpose of this visit is to confirm the authenticity and accuracy of information submitted in the tender documentation.

5.5.2 The verification process shall cover, but not limited to:

5.5.2.1 Company registrations and statutory compliance documents.

5.5.2.2 Technical resources including equipment and tools

5.5.2.3 Staffing and organizational structure

5.5.2.4 Operational facilities.

5.5.3 Bidders shall grant reasonable access to relevant areas and provide requested documentation or demonstrations to facilitate verification.

5.5.4 The Department of Transport undertakes to respect confidentiality of proprietary information observed during the visit. Sensitive data shall not be disclosed to third parties.

5.5.5 The office visit is strictly a verification exercise. No new information, proposals, or negotiations shall be entertained during this process.

5.5.6 Failure to allow verification shall be dealt with as per the rules of bidding.

5.5.7 The verification report shall be compiled by the evaluation team and incorporated into overall tender assessment.

5.5.6 General Conditions and Fairness Safeguards

a. DOT reserves the right to verify all information demonstrated during the Site Visit and Presentation.

b. Any material discrepancy between the Desktop submission and the Site Visit/Presentation shall be dealt with in accordance with the Rules of bidding.

c. The Site Visit and Presentation forms part of the technical evaluation only and does not replace mandatory compliance.

d. DOT will apply the same agenda, time allocation, scenarios and scoring rubric to all invited bidders.

e. DOT may request clarifications during the presentation, but bidders may not introduce new solutions or materially alter their submitted bids.

f. No bidder shall be disqualified solely because of the Site Visit and Presentation, unless material misrepresentation is identified in accordance with the Rules of Bidding.

5.7 STAGE 3: EVALUATION IN TERMS OF 80/20 PREFERENCE POINTS SYSTEM

a. Only bids that achieve the minimum qualifying score for functionality will be evaluated further in accordance with the 80/20 preference points system.

b. **Price:** Annexure B must be utilised for submission of pricing proposals.

5.7.1 PREFERENCE POINTS SCORECARD IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS.

The following table will be utilised in evaluating preference:

Goals	Points out of 20 (80/20)	Required proof
Black Owned (BO)	Max 10	B-BBEEE Status level certificate. Issued by an authorized body or persons; or A sworn affidavit as prescribed by the B-BBEE Codes of Good practice
100% BO	10	
>50%	5	
Women Owned (WO)	**MAX 6**	**B-BBEEE Status level certificate. Issued by an authorised body or persons; or A sworn affidavit as prescribed by the B-BBEE Codes of Good practice**
100% WO	6	
>50%	3	
Black Designated Group (BDG)	MAX 4	**B-BBEEE Status level certificate. Issued by an authorised body or persons; or A sworn affidavit as prescribed by the B-BBEE Codes of Good practice**
100% BDG	4	
>50%	2	

5.7.2 The following also applies:

a. Bidders are required to complete the preference claim form SBD 6.1 and submit their original and valid B-BBEE status level verification certificate or a certified copy thereof or a sworn affidavit at the closing date and time of the bid in order to claim the B-BBEE status level point. The points scored by a bidder in respect of the level of B-BBEE contribution will be added to the points scored for price.

b. Bidders are required to complete the preference claim form SBD 6.1 and submit the required supporting documents at the closing date and time of the bid to claim the points indicated in the TOR. The points scored by a bidder in respect of preference will be added to the points scored for price.

c. Only bidders who have completed and signed the declaration part of the preference claim form and who have submitted the required supporting documents together with the bid will be considered for preference points.

d. A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated score card, with detailed points claimed by each partner, and supporting documents for every separate tender. See further detail in 5.10.

e. Failure on the part of the bidder to comply with paragraphs 5.7(a) to (d) will be deemed that preference points are not claimed and will therefore be allocated a zero (0).

f. The Department of Transport may, before a bid is adjudicated or at any time, require a bidder to substantiate claims it has made regarding preference.

g. The points scored will be rounded off to the nearest 2 decimals.

5.7.3 In the event that two or more bids have scored equal total points, The award will be done in terms of the Preferential Procurement Regulations 2022, ***Section 8: Criteria for breaking deadlock in scoring.***

5.7.4 A contract may, on reasonable and justifiable grounds, be awarded to a bid that did not score the highest number of points.

5.7.5 Consortium / Joint Venture

a. In the event that preference points are claimed for goals by consortia / joint ventures, the following information must be furnished in order to be entitled to the points claimed in respect of those goals:

Name of Consortium/JV Partner	Percentage (%) of the contract value managed or executed by the Partner

RS

6. ANNEXURES

ANNEXURE A – RULES OF BIDDING

ANNEXURE B – PRICING SCHEDULE FORMAT

ANNEXURE C –SLA

CHECKLIST:DOT/13/2026/CS: TERMS OF REFERENCES FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER MAINTENANCE TO EXISTING ELECTRONIC SECURITY SYSTEM INCLUDING PROCUREMENT, DELIVERY, REPLACEMENT, INSTALLATION AND COMMISSIONING OF ANY NEW ELECTRONIC SECURITY SYSTEM WHEN REQUIRED AT THE NATIONAL DEPARTMENT OF TRANSPORT FOR A PERIOD OF 36 MONTHS

NB	SERVICE PROVIDERS MUST INDICATE WITH A TICK	YES	NO
1	Did you take note that bids submitted per mail must be sent per registered mail and reach the Department in time to be **deposited in the Tender Box before the closing date and time**?		
2	Are you familiar with the contents of the SBD 1 Form? Did your authorised official **complete and sign the SBD 1 Form**?		
3	Did you submit an **original and valid Tax Clearance Certificate**? In bids where consortia/joint venture/sub-contractors are involved; **each party must submit a separate Tax Clearance Certificate** (paragraph 4 of the SBD 2 form)		
4	Please note that **SBD 1** must form part of the Technical proposal. (**The envelope must be marked Technical proposal**)		
6	Is the **SBD 6.1 Form completed and signed**? In bids where consortia /joint ventures sub-contractors are involved, **both parties must submit one B-BBEE Status Level Verification Certificate.**		
7	Have you taken note of the General Conditions of Contract and **signed** the bottom of each page thereof?		
8	**Is your bid/proposal complete and responsive in all respects to the specifications/terms of reference?**		
9	**Please note that late bids will not be considered.**		
10	**Updated CSD report must be attached, and all companies forming a JV/Consortium/Subcontract submitted their CSD report?**		

Declaration: I, the undersigned (Full Name) .... certify that I have noted the contents of the above-mentioned checklist and have complied with the stipulations contained therein.

....	....
Signature	**Date**
....	....
Position	**Name of Bidder**

ENVELOPE NO.1: FUNCTIONALITY PROPOSAL

BID DESCRIPTION:	
BID No:	
Submission closing date:	
Submission closing time:	
Name of bidder:	
Contact number of bidder:	
Address of bidder:	

ENVELOPE NO.2: PRICE SCHEDULE / FINANCIAL PROPOSAL (SBD 3.3)

BID DESCRIPTION:	
BID No:	
Submission closing date:	
Submission closing time:	
Name of bidder:	
Contact number of bidder:	
Address of bidder:	

NB: **In this envelope, the bidder shall provide the SBD 3.3/ financial proposal completed and signed. Please note that no financials should be burned/copied on the USBs.**

CONTACT DETAILS :

Physical address: Forum building, 159 Struben Street, Pretoria
National Department of Transport
Private Bag X193, Pretoria, 0001

For any enquiries, email: MakgobatlouS@dot.gov.za / MasilelA@dot.gov.za

SBD1

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE *(NAME OF DEPARTMENT/ PUBLIC ENTITY)*					
BID NUMBER:	DOT/13/2026/CS	CLOSING DATE:	30/09/2026	CLOSING TIME:	11:00
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER TO RENDER MAINTENANCE TO EXISTING ELECTRONIC SECURITY SYSTEM INCLUDING PROCUREMENT, DELIVERY, REPLACEMENT, INSTALLATION AND COMMISSIONING OF ANY NEW ELECTRONIC SECURITY SYSTEM WHEN REQUIRED AT THE NATIONAL DEPARTMENT OF TRANSPORT FOR A PERIOD OF 36 MONTHS				

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*

NATIONAL DEPARTMENT OF TRANSPORT 159 FORUM BUILDING CORNER BOSMAN AND STRUBEN STREET

PRIVATE BAG X 193

PRETORIA 0001

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON	MR SJ MAKGOBATLOU / MS N NYAWO	CONTACT PERSON	Mr Masilela R
TELEPHONE NUMBER	012 309-3083/3291	TELEPHONE NUMBER	012 309 3767
FACSIMILE NUMBER	N/A	FACSIMILE NUMBER	N/A
E-MAIL ADDRESS	MakgobatlouS@dot.gov.za/NyawoN@dot.gov.za	E-MAIL ADDRESS	MasilelR@dot.gov.za

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] ☐ Yes ☐ No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES, ANSWER PART B:3]	

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM	

PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.

1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**

1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS

2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.

2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.

2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.

2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.

2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER: ……………………………………………

CAPACITY UNDER WHICH THIS BID IS SIGNED: ……………………………………………
(Proof of authority must be submitted e.g. company resolution)

DATE: ……………………………………………

TAX CLEARANCE CERTFICATE REQUIREMENTS

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

1 In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.

2 SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.

3 The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.

4 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.

5 Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.

6 Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.efiling.co.za

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest1 in the enterprise, employed by the state? **YES/NO**

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship

1 the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:
....
....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:
....
....

3 DECLARATION

I, the undersigned, (name)... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

3.1 I have read and I understand the contents of this disclosure;
3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium2 will not be construed as collusive bidding.
3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

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2 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.

institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

…………………………………	…………………………………………………
Signature	Date
…………………………………	…………………………………………………
Position	Name of bidder

SBD 3.3

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER: ....BID NO.: DOT/13/2026/CS

CLOSING TIME 11:00 CLOSING DATE: 30/09/2026

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)

1. The accompanying information must be used for the formulation of proposals.

2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project. R...

3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

4. PERSON AND POSITION

PERSON AND POSITION	HOURLY RATE	DAILY RATE
--	R------------------------------	--------------------------------
--	R------------------------------	--------------------------------
--	R------------------------------	--------------------------------
--	R------------------------------	--------------------------------
--	R------------------------------	--------------------------------

5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

--	R------------------------------	------------------------- days
--	R------------------------------	------------------------- days
--	R------------------------------	------------------------- days
--	R------------------------------	------------------------- days

5.1 Travel expenses (specify, for example rate/km and total km, class of airtravel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
--	....	....	R..................
--	....	....	R..................
--	....	....	R..................
--	....	....	R..................

TOTAL: R...

** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance contributions and skills development levies.

Bid No.: ....

Name of Bidder: ....

5.2 Other expenses, for example accommodation (specify, eg. Three star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
--	....	....	R..................
--	....	....	R..................
--	....	....	R..................
--	....	....	R..................

TOTAL: R...

6. Period required for commencement with project after acceptance of bid ....

7. Estimated man-days for completion of project ....

8. Are the rates quoted firm for the full period of contract? *YES/NO

9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index. ....

....

....

....

***[DELETE IF NOT APPLICABLE]**

Any enquiries regarding bidding procedures may be directed to the –

DEPARTMENT OF TRANSPORT
Ms. Nelisiwe Nyawo / Ms Makgobatlou S
Supply Chain Management
Tel: 012 309 3291/3083

Or for technical information

DEPARTMENT OF TRANSPORT
Mr R Masilela
Security Services
Tel :012 309 3767

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

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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); and
- the 90/10 system for requirements with a Rand value above 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 90/10 preference point system.

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

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

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	
SPECIFIC GOALS	
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

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

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

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

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

80/20 **or** **90/10**

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right) \quad \text{or} \quad Ps = 90\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

3.2. **FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT**

3.2.1. **POINTS AWARDED FOR PRICE**

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

80/20	or	90/10
$Ps = 80\left(1 + \frac{Pt - P\,max}{P\,max}\right)$	or	$Ps = 90\left(1 + \frac{Pt - P\,max}{Pmax}\right)$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest 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 organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
BLACK OWNED		**MAX 10**		
100% BO		10		
>50%		5		
WOMEN OWNED		**MAX 6**		
100% WO		6		
>50%		3		
BLACK DESIGNATED GROUP		**MAX 4**		
100% BDG		4		
>50%		2		

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:	....
	....
	....
	....

ANNEXURE D: INSTRUCTIONS

DOT/13/2026/CS	APPOINTMENT OF A SERVICE PROVIDER TO RENDER MAINTENANCE TO EXISTING ELECTRONIC SECURITY SYSTEM INCLUDING PROCUREMENT, DELIVERY, REPLACEMENT, INSTALLATION AND COMMISSIONING OF ANY NEW ELECTRONIC SECURITY SYSTEM WHEN REQUIRED AT THE NATIONAL DEPARTMENT OF TRANSPORT FOR A PERIOD OF 36 MONTHS

1. STRUCTURE OF THE TENDER

This spreadsheet contains the compliance with the TOR checklist, company, project leader and project team experience submission templates for the bid.

2. GENERAL INSTRUCTIONS FOR COMPLETING THE PRICING SCHEDULE TEMPLATES

2.1 Tender submission format

In the event of a discrepancy, the paper copy will prevail.

2.1.2 Bidders must complete all schedules

2.1.3 Bidders must sign all paper copies of their Annexure D.

2.2 Input spreadsheets

2.2.1 Annexure D templates are contained within the one (1) Excel Workbook

2.2.2 Bidders may make changes as agreed, to the spreadsheets.

DOT/13/2026/CS	APPOINTMENT OF A SERVICE PROVIDER TO RENDER MAINTENANCE TO EXISTING ELECTRONIC SECURITY SYSTEM INCLUDING PROCUREMENT, DELIVERY, REPLACEMENT, INSTALLATION AND COMMISSIONING OF ANY NEW ELECTRONIC SECURITY SYSTEM WHEN REQUIRED AT THE NATIONAL DEPARTMENT OF TRANSPORT FOR A PERIOD OF 36 MONTHS

Annexure D1: Company Experience

NUMBER OF PROJECTS COMPLETED	PROJECT 1	PROJECT 2	PROJECT 3	PROJECT 4	PROJECT 5
PROJECT DETAILS					
PROJECT NAME					
DURATION					
SUCCESSFUL COMPLETION (Y/N)					
SUMMARY/DESCRIPTION OF PROJECT					
SCOPE OF PROJECT					
PROOF TO SUPPORT (Y/N)					

Bidder signature
Signature

DOT/13/2026/CS	APPOINTMENT OF A SERVICE PROVIDER TO RENDER MAINTENANCE TO EXISTING ELECTRONIC SECURITY SYSTEM INCLUDING PROCUREMENT, DELIVERY, REPLACEMENT, INSTALLATION AND COMMISSIONING OF ANY NEW ELECTRONIC SECURITY SYSTEM WHEN REQUIRED AT THE NATIONAL DEPARTMENT OF TRANSPORT FOR A PERIOD OF 36 MONTHS

Annexure D2: Proposed Team

#	Name of team member	Role (As specified in Tor)	Qualifications (list)	Years Exp
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				

Bidder signature	Enter the details of the team members allocated to executing the required deliverables. Attach certified copies of qualifications to bid.
Signature	

DOT/13/2026/CS	APPOINTMENT OF A SERVICE PROVIDER TO RENDER MAINTENANCE TO EXISTING ELECTRONIC SECURITY SYSTEM INCLUDING PROCUREMENT, DELIVERY, REPLACEMENT, INSTALLATION AND COMMISSIONING OF ANY NEW ELECTRONIC SECURITY SYSTEM WHEN REQUIRED AT THE NATIONAL DEPARTMENT OF TRANSPORT FOR A PERIOD OF 36 MONTHS

Annexure D3: Summary of past experience of team members

Name of team member	Project	Client name (attach details of contact persons)	Project Start	Project end

Bidder signature
Signature

Attach verifiable / contactable references to bid

PRICE INSTRUCTIONS

DOT/13/2026/CS	TERMS OF REFERENCES FOR THE APPOINTMENT OF A SERVICE PROVIDER TO RENDER MAINTENANCE TO EXISTING ELECTRONIC SECURITY SYSTEM INCLUDING PROCUREMENT, DELIVERY, REPLACEMENT, INSTALLATION AND COMMISSIONING OF ANY NEW ELECTRONIC SECURITY SYSTEM WHEN REQUIRED AT THE NATIONAL DEPARTMENT OF TRANSPORT FOR A PERIOD OF 36 MONTHS

1. STRUCTURE OF THE TENDER

This spreadsheet contains the financial response templates for the bid. The bid pricing submission instructions in this document must be read in conjunction with instructions or notes embedded in the various tabs of spreadsheet (Pricing Schedule).

2. GENERAL INSTRUCTIONS FOR COMPLETING THE PRICING SCHEDULE TEMPLATES

2.1 Tender submission format

2.1.1 Bidders must submit a paper copy **and a protected electronic copy** of the Pricing Schedule.
In the event of a discrepancy, the paper copy will prevail.

2.1.2 Bidders must complete B-Summary and B2-deliverables. B1-Daily rates is optional, if applicable.

2.1.2 Bidders must sign all paper copies of their Pricing Schedule.

2.2 Input spreadsheets

2.2.1 The Pricing Schedule templates are contained within the one (1) Excel Workbook

2.2.2 Bidders must not make any changes to the spreadsheets or change the formatting of the Pricing Schedule.

2.2.3 Cells are formatted to automatically indicate South African Rands, ordinary text fields and percentages (%) where applicable.

2.2.4 Input cells FOR BIDDERS are highlighted in **YELLOW on spreadsheet B.** For **B1 and B2**, bidders must complete all.
The Bidder must complete all the relevant input cells for the bid.

2.2.5 Bidders may provide additional breakdown in delivrables are broken up into activities

2.3 Currency and VAT

2.3.1 All Bidders' pricing must be quoted in South African Rands (ZAR).

2.3.2 The Pricing Schedule template is designed such that VAT will be calculated on Bidders' input pricing; therefore Bidders **must** complete the templates with **unit prices excluding VAT**.

2.3.3 If a Bidder is not VAT registered, please indicate and delete the formulas for Spreadsheet B-Summary J35.

DOT/13/2026/CS	APPOINTMENT OF A SERVICE PROVIDER TO RENDER MAINTENANCE TO EXISTING ELECTRONIC SECURITY SYSTEM INCLUDING PROCUREMENT, DELIVERY, REPLACEMENT, INSTALLATION AND COMMISSIONING OF ANY NEW ELECTRONIC SECURITY SYSTEM WHEN REQUIRED AT THE NATIONAL DEPARTMENT OF TRANSPORT FOR A PERIOD OF 36 MONTHS

Annexure B1: Proposed Team Daily Rates

Bidder Name:

#	Name of team member	Role (As specified in ToR)	Daily rate	Days
1				-
2				-
3				-
4				-
5				-
6				-
7				-
8				-
9				-
10				-
11				-
12				-
13				-
14				-
15				-
O	Other	Other		-
				-

Bidder signature
Signature

PRICE INSTRUCTIONS

DOT/13/2026/CS	APPOINTMENT OF A SERVICE PROVIDER TO RENDER MAINTENANCE TO EXISTING ELECTRONIC SECURITY SYSTEM INCLUDING PROCUREMENT, DELIVERY, REPLACEMENT, INSTALLATION AND COMMISSIONING OF ANY NEW ELECTRONIC SECURITY SYSTEM WHEN REQUIRED AT THE NATIONAL DEPARTMENT OF TRANSPORT FOR A PERIOD OF 36 MONTHS

1. STRUCTURE OF THE TENDER

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2. GENERAL INSTRUCTIONS FOR COMPLETING THE PRICING SCHEDULE TEMPLATES

2.1 Tender submission format

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In the event of a discrepancy, the paper copy will prevail.

2.1.2 Bidders must complete B-Summary and B2-deliverables. B1-Daily rates is optional, if applicable.

2.1.2 Bidders must sign all paper copies of their Pricing Schedule.

2.2 Input spreadsheets

2.2.1 The Pricing Schedule templates are contained within the one (1) Excel Workbook

2.2.2 Bidders must not make any changes to the spreadsheets or change the formatting of the Pricing Schedule.

2.2.3 Cells are formatted to automatically indicate South African Rands, ordinary text fields and percentages (%) where applicable.

2.2.4 Input cells FOR BIDDERS are highlighted in **YELLOW on spreadsheet B.** For **B1 and B2**, bidders must complete all.
The Bidder must complete all the relevant input cells for the bid.

2.2.5 Bidders may provide additional breakdown in delivrables are broken up into activities

2.3 Currency and VAT

2.3.1 All Bidders' pricing must be quoted in South African Rands (ZAR).

2.3.2 The Pricing Schedule template is designed such that VAT will be calculated on Bidders' input pricing; therefore Bidders **must** complete the templates with **unit prices excluding VAT**.

2.3.3 If a Bidder is not VAT registered, please indicate and delete the formulas for Spreadsheet B-Summary J35.

transport
Department:
Transport
REPUBLIC OF SOUTH AFRICA

ANNEXURE B
Pricing Schedule

Bid ref. number:	DOT/13/2026/CS	**Expected project start date:**	
		Expected duration (Months)	

Description of bid:	APPOINTMENT OF A SERVICE PROVIDER TO RENDER MAINTENANCE TO EXISTING ELECTRONIC SECURITY SYSTEM INCLUDING PROCUREMENT, DELIVERY, REPLACEMENT, INSTALLATION AND COMMISSIONING OF ANY NEW ELECTRONIC SECURITY SYSTEM WHEN REQUIRED AT THE NATIONAL DEPARTMENT OF TRANSPORT FOR A PERIOD OF 36 MONTHS
Name of bidder:	

	Max	Score
PPPFA points allocation		0
% Black Ownership		
% Black Ownership: Women		
% Black Ownership: BDG		
BDG Details:		

Indicative project time frames		
Start	**End**	**Duration**
	Months	

TOTAL BID PRICE incl. VAT	
1. Total price required to produce/deliver all goods/services included in the Tor. 2. Please ensure that this price matches the price indicated on SBD 1. 3. This price will be used for PPPFA comparison purposes.	**R -**

PART 1: COSTING OF SERVICES		
1	Fully inclusive resource cost for all deliverables (B3)	-
2	Travel and subsistence cost	
3	Printing / stationery cost	
4	Communication cost	
5	Other	
6	Other	
TOTAL (EXCL VAT)		-
VAT		-
TOTAL (INCL VAT)		-

Bidders may only complete yellow cells. Any changes to formulas in this spread sheet will invalidate the bid

Confirmation by bidder
Signature
Name:
Designation:
Date:

Bidders must print and sign all worksheets (Summary and Annexures B1 to B2)

Orange coloured cells to be completed by DOT

Yellow coloured cells to be completed by bidder

DOT/13/2026/CS	APPOINTMENT OF A SERVICE PROVIDER TO RENDER MAINTENANCE TO EXISTING ELECTRONIC SECURITY SYSTEM INCLUDING PROCUREMENT, DELIVERY, REPLACEMENT, INSTALLATION AND COMMISSIONING OF ANY NEW ELECTRONIC SECURITY SYSTEM WHEN REQUIRED AT THE NATIONAL DEPARTMENT OF TRANSPORT FOR A PERIOD OF 36 MONTHS

Annexure B1: Proposed Team Daily Rates

Bidder Name:

#	Name of team member	Role (As specified in ToR)	Daily rate	Days
1				-
2				-
3				-
4				-
5				-
6				-
7				-
8				-
9				-
10				-
11				-
12				-
13				-
14				-
15				-
O	Other	Other		-
				-

Bidder signature
Signature

DOT/13/2026/CS	APPOINTMENT OF A SERVICE PROVIDER TO RENDER MAINTENANCE TO EXISTING ELECTRONIC SECURITY SYSTEM INCLUDING PROCUREMENT, DELIVERY, REPLACEMENT, INSTALLATION AND COMMISSIONING OF ANY NEW ELECTRONIC SECURITY SYSTEM WHEN REQUIRED AT THE NATIONAL DEPARTMENT OF TRANSPORT FOR A PERIOD OF 36 MONTHS

Annexure B2: Costing per deliverable

#	Deliverable / Activities description	Person Days	Start	End	Duration (Days)	Cost (EXCL VAT)	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	O
							Days allocated per team member															
1		0			0	-																
2		0			0	-																
3		0			0	-																
4		0			0	-																
5		0			0	-																
6		0			0	-																
7		0			0	-																
8		0			0	-																
9		0			0	-																
10		0			0	-																
11		0			0	-																
12		0			0	-																
13		0			0	-																
14		0			0	-																
15		0			0	-																
16		0			0	-																
17		0			0	-																
18		0			0	-																
19		0			0	-																
20		0			0	-																
		0			0	-	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Bidder signature
Signature

Start	00/01/1900
End	00/01/1900
Duration	0

The start date for bid purposes is the expected date of award as indicated in proposal. The start date for contract management purposes will be the actual date of award of the bid.

ANNEXURE A

transport

Department:
Transport
REPUBLIC OF SOUTH AFRICA

2030 NDP

STANDARD RULES OF BIDDING FOR TERMS OF REFERENCE (TOR) OR REQUEST FOR PROPOSAL (RFP)

DOT/13/2026/CS

1 RULES OF BIDDING

1.1 COMPULSORY INFORMATION SESSION

1.1.1 A compulsory Briefing and Site Inspection session will be held at the Department as detailed in the Advert. The compulsory Briefing and Site Inspection session provides bidders with an opportunity to clarify aspects of the process as set out in this document and to address any substantive issues that bidders may wish to raise. Any Briefing Notes which may be issued by the Department to the Service Providers should be considered as part of this project.

1.1.2 Bidders may ask for clarification on this TOR or any of its Annexures up to close of business forty-eight (48) hours before the deadline for the submission of bids. Any request for clarification must be submitted by email to the Bid Office. Copies of questions and answers will be emailed to all firms that register at the briefing session.

1.2 FORMAT AND SUBMISSION OF BIDS

1.2.1 Bidders must submit their bids on the stipulated closing date and time. Late bids will not be considered. All late bids must be collected within seven (7) days failing which the DOT will discard of such late proposals.

1.2.2 Bids must be submitted in two (2) envelopes, one (1) with the technical proposal and the other pricing. Supporting documents required for compliance including all the

SDB documents except for SBD 3.3 and Annexure B, must be submitted together with the technical proposal.

1.2.3 Format of submission of proposals:

a. Envelopes must be clearly marked with Company name, DOT Nr and whether it is the technical or financial response;
b. Proposals must be submitted as one (1) original and four protected soft copies. Soft copies must be exact copies of the original technical document, including all supporting documents, and should be labelled properly.
c. Soft copies are not required for financial proposals. If a bidder does submit the financial proposal in soft copies, those copies must be sealed in the envelope marked financial.
d. Including the financial proposal on the technical soft copy will lead to automatic disqualification.

1.2.4 In order to evaluate and adjudicate bids effectively, it is imperative that bidders submit responsive bids. To ensure a bid will be regarded as responsive it is essential to comply with all conditions pertaining to mandatory requirements.

1.2.5 Each bidder must attach all applicable documents in support of its bid in accordance with the requirements set out in this bid as well as any other relevant materials, photographs and/or attachments.

1.2.6 Each bid, once submitted, constitutes a binding and irrevocable offer to provide the Services on the terms set out in the bid, which offer cannot be amended after its date of submission.

1.2.7 Department of Transport (DOT) reserves the right to accept or consider any bid in full or in part or any responses or submissions in relation thereto.

1.2.8 DOT reserves the right to appoint more than one bidder whose bid most successfully conforms to the Criteria and the Requirements in accordance with the terms and conditions described in the TOR.

1.2.9 DOT reserves the right to request any additional information that it may require or deem necessary. All such requests shall be in writing.

1.2.10 After careful consideration and thorough examination of the proposals, DOT shall select the successful Bidder whose proposal most closely satisfies the criteria and the requirements, including costing of all deliverables and submission of a financial proposal that is responsive to the bid. The lowest price (management fee where applicable) offered will not necessarily be a decisive factor in choosing between Proposals.

1.2.11 The Department published the results of the outcome of a tender process, including the details of the successful bidder in the same media that was used to advertise the bid.

1.3 SUB-CONTRACTING, PARTNERSHIP/CONSORTIUM/JOINT VENTURE AND COMPANY REQUIREMENTS

1.3.1 A proposal submitted by a company, close corporation or other legal person must be accompanied by a resolution or agreement of the directors or members and be signed by a duly authorized person.

1.3.2 A proposal submitted by a partnership must be accompanied by a written partnership agreement.

1.3.3 A proposal submitted by a consortium or joint venture of two or more parties must be accompanied by a signed memorandum of understanding between the parties to such consortium indicating:'

a. the conditions under which the consortium will function;
b. its period of duration;
c. the persons authorized to represent it;
d. the participation of the several parties forming the consortium;
e. the benefits that will accrue to each party;
f. any other information necessary to permit a full appraisal of its functioning.

1.4 MATTERS RELATING TO TAX COMPLIANCE AND CLAIMING OF POINTS FOR GOALS IN TERMS OF PREFERENCE POINTS FOR VARIOUS COMPANY MODELS

1.4.1 Tax compliance – General

a. No tender shall be awarded to a bidder who is not tax compliant. The DOT reserves the right to withdraw an award made, or cancel a contract concluded with a successful bidder in the event that it is established that such bidder was in fact not tax compliant at the time of the award, or has submitted a fraudulent Tax Clearance Certificate, or whose verification against the Central Supplier Database (CSD) proves non-compliant. The DOT further reserves the right to cancel a contract with a successful bidder in the event that such bidder does not remain tax compliant for the full term of the contract.
b. It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.
c. Compliance must be throughout the bidding process, award and contracting.
d. Service providers will be afforded the opportunity to correct tax compliance status and provide written proof of status or arrangements within a maximum of seven (7) working days.

1.4.2 Tax compliance – Consortia / Joint Ventures

a. Consortia: Each party must submit a separate Tax Clearance Certificate.

b. Joint-Venture: Unincorporated entity - each party must submit a separate Tax Clearance Certificate. Incorporated entity-tax clearance certificate for the JV and CSD registration of Joint Venture.

1.4.3 Claiming of Preference Points – General

a. Please refer to the TOR/RFP document for detailed terms and conditions for preference points claims as well as the allocated goals.

1.4.4 Claiming of Preference Points – Consortia / Joint Ventures

a. A trust, consortium or joint venture, will qualify for points on prescribed goals, provided that the entity submits the required breakdown of goals claimed, with supporting documents.
b. Consortium: Each partner is evaluated separately, and allocated points in accordance with the percentage of their stake holding as indicated per the proposal.
c. Joint-Venture: Unincorporated entity/no BEE Certificate or Affidavit as a JV as yet - Each partner is evaluated separately, and allocated points in accordance with the percentage of their stake holding as indicated per the proposal. Incorporated entity – evaluated based on the JV's collective score as claimed.

1.4.5 Claiming of Preference Points during Sub-Contracting

a. A bidder will not be awarded points preference if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
b. A bidder awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher total score on preference goals points claimed, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

1.5 TENDER DEFAULTERS AND RESTRICTED SUPPLIERS

1.5.1 No tender shall be awarded to a bidder whose name (or any of its members, directors, partners or trustees) appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. The DOT reserves the right to withdraw an award, or cancel a contract concluded with a Bidder should it be established, at any time, that a bidder has been blacklisted with National Treasury by another government institution.

2 CONFIDENTIALITY OF INFORMATION & INTELLECTUAL PROPERTY RIGHTS

2.1 CONFIDENTIAL INFORMATION

2.1.1 **Confidentiality obligation**. Each Party ("the receiving Party") must treat and hold as confidential all information which they may receive from the other Party ("the disclosing Party ") or which becomes known to them concerning the disclosing Party during the duration of this Contract.

2.1.2 **Nature of the confidential information.** The confidential information of the disclosing Party shall, without limitation, include:

a. all software and associated material and Documentation, including information contained therein;

b. all information relating to :

   i. the disclosing Party's past, present and future research and development;

   ii. the disclosing Party's business activities, products, services, customers and clients, as well as its technical knowledge and trade secrets;

   iii. the terms and conditions of this Contract; and

   iv. the Department's data.

2.1.3 The Parties shall, except as permitted by the Contract, not disclose or publish any confidential information in any manner, for any reason or purpose whatsoever without the prior written consent of the disclosing Party and in the event of the confidential information relating to a third party, it shall also be incumbent on the receiving Party to obtain the consent of such third party.

2.1.4 **Receiving Party's obligations with regard to confidential information**. The receiving Party agrees that in order to protect the proprietary interests of the disclosing Party in its confidential information:

a. it will only make the confidential information available to those of its Personnel who are actively involved in the execution of this Contract;

b. it will initiate internal security procedures reasonably acceptable to the disclosing Party to prevent unauthorised disclosure and will take all practical steps to impress upon those Personnel who need to be given access to confidential information, the confidential nature thereof;

c. subject to the right to make the confidential information available to their Personnel under clause 15.4.1 above, they will not at any time, whether during this Contract or thereafter, either use any confidential information of the disclosing Party or directly or indirectly disclose any confidential information of the disclosing Party to third parties;

d. all written instructions, drawings, notes, memoranda and records of whatever nature relating to the confidential information of the disclosing Party which have or will come into the possession of the receiving Party and its Personnel, will be, and will at all times remain, the sole and absolute property of such Party and shall be promptly handed over to such Party when no longer required for the purposes of this Contract.

2.1.5 **Obligations in respect of confidential information upon termination.** Upon termination or expiry of this Contract, the receiving Party will deliver to the disclosing Party or at the disclosing Party's option, destroy all originals and copies of the disclosing Party's confidential information in its possession.

2.1.6 The aforementioned obligations shall not apply to any information which:

a. is lawfully in the public domain at the time of disclosure;
b. subsequently and lawfully becomes part of the public domain by publication or otherwise;
c. subsequently becomes available to the receiving Party from a source other than the disclosing Party, which source is lawfully entitled without any restriction on disclosure to disclose such confidential information; or
d. is disclosed pursuant to a requirement or request by operation of law, regulation or court order.

2.1.7 Disclosure to professional advisors. Nothing in this clause shall preclude the Parties from disclosing the confidential information to their professional advisors in the *bona fide* course of seeking business and professional advice.

2.1.8 Severability. The provisions of this clause 15 are severable from the rest of the provisions of this Contract and shall survive its termination and continue to be of full force and effect for a period of ten (10) years after the date of termination.

2.2 INTELLECTUAL PROPERTY RIGHTS

2.2.1 **Ownership in Services vests in Department**. All rights of ownership and copyright in the Services to be provided by the Contractor to the Department shall vest solely with the Department, and the Contractor will not make such information available to any other party without the written consent of the Department on such terms and conditions as may be stipulated by the Department at that time. '

2.2.2 **No aspect of the Services to infringe 3rd Party intellectual property rights**. The Contractor warrants that no aspect of the Services provided in terms hereof will infringe any patent, design, copyright, trade secret or other proprietary right of any third party ("third party proprietary rights"), and the Contractor shall, at its own cost, defend the Department against any claim that the Services infringe any such third party proprietary rights, provided that the Department gives prompt notice to the Contractor of such claim and the Contractor controls the defence thereof.

2.2.3 The Contractor further indemnifies the Department against, and undertakes that it will pay all costs, damages and attorney fees, if any, finally awarded against the Department in any action which is attributable to such claim and will reimburse the Department with all costs reasonably incurred by the Department in connection with any such action.

2.2.4 **Process in the event of a claim**. Should any person make any claim against the Department in terms of clause 16.2, the Department shall give the Contractor notice thereof within ten (10) days of becoming aware of such claim to enable the Contractor to take steps to contest it.

2.2.5 **Infringement of 3rd Party rights**. Should any third party succeed in its claim for the infringement of any third party proprietary rights, the Contractor shall, at its discretion and within thirty (30) days of the Services having been found to infringe:

e. obtain for the Department the right to continue using the subject of infringement or the parts thereof which constitute the infringement; or
f. replace the subject of infringement or the parts thereof which constitute the infringement with another product or service which does not infringe and which is materially similar to the subject of infringement; or
g. alter the subject of infringement in such a way as to render it non-infringing while still in all respects operating in substantially the same manner as the subject of infringement; or
h. withdraw the subject of infringement.

2.2.6 Ownership. Ownership of all Departmental data, whether under its control or not, shall continue to vest in the Department and the Contractor shall not obtain any proprietary rights of such data.

2.2.7 **Data may only be used in performance of the Services**. The Department's data in the possession of the Contractor, or to which the Contractor may have access during the currency of this Contract, may not be used by the Contractor for any purposes whatsoever other than as may be specifically required to enable the Contractor to comply with its obligations in terms of this Contract.

2.2.8 **Preservation of integrity of data**. Both Parties shall take reasonable precautions (having regard to the nature of their obligations in terms of this Contract), to preserve the integrity of the Department's data and to prevent any unauthorised access, corruption, or loss of such data.

3 TERMS AND CONDITIONS

3.1 GENERAL

3.1.1 The Department reserves the right to amend, modify or withdraw this Terms of Reference (TOR) document or amend, modify or terminate any of the procedures or requirements set out herein at any time and from time to time, without prior notice except where required by law, and without liability to compensate or reimburse any Service Provider.

3.1.2 Neither the Department, nor any of its respective, officers, or employees may make any representation or warranty, expressed or implied in this TOR document, and nothing contained herein is, or shall be relied upon as, a promise or representation, whether as to the past or the future.

3.1.3 The costs of preparing proposals and of negotiating the Contract will not be reimbursed.

3.1.4

3.1.5 The Department also reserves the right to call interviews, site visits and/or call for demo's of the product or solution, with short-listed Service Providers before final selection, and to negotiate price with the Preferred Service Providers.

3.1.6 Firms may not contact the Department on any matter pertaining to their bid from the time when bids are submitted to the time the Contract is awarded. Any effort by a Service Provider to influence bid evaluation, bid comparisons or award decisions in any manner, may result in rejection of the bid concerned.

3.1.7 Bid submission requirements must be completed in sections and appendices provided in the bid document.

3.1.8 **ALL BIDDERS MUST BE REGISTERED ON THE CENTRAL SUPPLIER DATABASE AT NATIONAL TREASURY**. More information in this regards is available on www.ocpo.treasury.gov.za. Proof of registration must be submitted together with the technical proposal.

3.1.9 Bidders may provide any additional information deemed important for the DOT to consider.

3.1.10 Prospective Bidders must at all times comply with the Department's Supply Chain rules and processes with regard to all projects and payments.

3.2 ORDER OF PRECEDENCE.

3.2.1 In the event of any conflict between any provisions of the SCC, GCC, Proposal and any other document accompanying the Bid, the following order of precedence shall prevail–

a. TOR:
b. SLA, if applicable;
c. Standard Bidding Documents;
d. SCC, if applicable;
e. GCC;
f. and
g. Proposal.

3.3 DURATION

3.3.1 The project is expected to be for a period of twenty-four (24) months.

3.3.2 The Contract shall commence on the Effective Date and, subject to the rights of termination stipulated herein, terminate on the Completion Date as specified in the Contract.

3.4 CONTRACT AMENDMENTS

3.4.1 No addition to, or variation, consensual cancellation, or novation of the Contract, and no waiver of any rights arising from the Contract, including this clause, shall be of any force or effect unless reduced to writing and signed by the duly authorised representatives of each of the Parties.

3.5 SUBCONTRACTS

3.5.1 The Contractor shall notify the Department in writing of all sub-contracts awarded under the Contract, before the commencement of the Contract, as well as at any time during the Contract.

3.5.2 **The right to sub-contract.** The Contractor may, with the prior written consent of the Department, sub-contract any of its obligations in terms of this Contract, or any part thereof, to a third party, provided that:

a. such sub-contracting shall not absolve the Contractor from any responsibility for complying with its obligations in terms of this Contract and the Contractor hereby indemnifies and holds the Department harmless against any loss, harm or damage which the Department may suffer as a result of such sub-contracting;
b. the Contractor shall at all times remain the sole point of contact for the Department in respect of the Services by the Contractor.

3.5.3 **Department may withdraw consent.** The Department shall have the right at any time, and upon such good cause shown to withdraw such consent for a sub-contractor on thirty (30) days' notice to the Contractor and in that event no claim against the Department by the Contractor or any other person on the grounds of the granting of such consent or the withdrawal thereof shall be entertained, and the Contractor indemnifies the Department against any such claims and costs so incurred."

3.6 CONTRACTOR'S PERSONNEL

3.6.1 **Project Team.** The Contractor shall make available the skills and expertise of the Project Team referred to in the Bid who shall be involved in the Contract or the Services, unless otherwise agreed to by the Department, which agreement shall not be unreasonably withheld.

3.6.2 **Exceptions**. Notwithstanding the provisions of clause 6.6.1, where, due to circumstances beyond the control of the Contractor, a member of the Project Team cannot act in accordance with the provisions of this clause due to their dismissal, resignation or incapacity, the Contractor shall, to the extent possible, implement an appropriate succession plan to minimise the effect of the unavailability of such member.

3.6.3 **Suitably qualified Personnel.** The Contractor shall employ suitably qualified, experienced and trained Personnel to provide the Services, provided that the Contractor shall be entitled in its discretion; to allocate Personnel resources in accordance with the technical or other skills and knowledge required, which discretion shall not have a negative impact on the provision of the Services.

3.6.4 The Contractor's Personnel providing the Services may be absent for short periods of time for reasons including annual leave and training. The Contractor undertakes to avoid any disruption of the Services due to such circumstances.

3.6.5 **Contractor to adhere to security procedures of the Department**. The Contractor's Personnel including the Project Team shall at all times when on the Department's premises, adhere to the standard health, safety and security procedures and guidelines applicable to the Department's Personnel, as varied and conveyed by the Department to the Contractor from time to time.

3.6.6 Should the Department at any time have reason to believe that any of the Contractor's Personnel is failing to comply with such standard health, safety and security procedures and guidelines, the Department may deny such person access to any or all of the Department's premises or systems and require the Contractor to replace such person without delay.

3.7 PAYMENT

3.7.1 Detailed Pricing.

Service Providers must complete the required SBD Pricing documents and ensure that Prices are:

a. Bidder and inclusive of all costs, including disbursements. Bidder prices mandate that any escalations/estimated escalations be included in the final ceiling amount.
b. Inclusive of VAT, if applicable;
c. Correctly calculated and identical to the financial proposal.
d. A detailed pricing schedule should be attached to the SBD documents providing a proper cost breakdown, in line with deliverables, and indicating the proposed time frames. If this TOR prescribed a set template for submission of the cost breakdown/pricing, bidders must submit such in the required format.
e. The Department uses a two-envelope system. **NO PRICES MUST REFLECT IN THE TECHNICAL PROPOSAL.**

3.7.2 Rates

According to the 23 October 2013 Cabinet Resolution as defined in the National Treasury Instruction 01 of 2013/14: Cost Containment Measures sub-paragraph 4.2; the Consultants (or Service Provider) will only be remunerated on the following rates regime:

a. The "Guidelines for fees" issued by the South African Institute of Chartered Accountants (SAICA);
b. The "Guide on Hourly Fee Rates for Consultants", by the Department of Public Service and Administration (DPSA); or
c. Based on the body regulating the profession of the Consultant.

3.7.3 Total Contract Price.

The Contract Price payable to the Contractor for the Services **shall not** exceed the ceiling price as set out in the Contract.

3.7.4 Price all-inclusive.

All prices are inclusive of any Value Added Tax, import, and all other duties. Any risk associated with an omission or miscalculation in pricing proposals, are carried by the bidder.

3.8 DELIVERY AND DOCUMENTS

3.8.1 **Reports**. The Contractor shall provide the Department with detailed Documentation and Reports as set out in the Contract and Project Plan or when required in writing by the Department in both electronic format and hard copy.

3.8.2 Reports shall contain accurate information as to enable the Department to monitor and manage the Contractor's performance in terms of this Contract.

3.8.3 All Documentation and Reports shall be in English.

3.9 TERMINATION

3.9.1 Should either Party fail to comply with any provision of this Contract the aggrieved Party may send a letter of demand to the defaulting Party, demanding compliance with such provision and should the defaulting Party, after a period of fourteen (14) days (or such longer periods as may under the circumstances be reasonably necessary) of the date of receipt of such written notice, remain in default, the aggrieved Party shall be entitled, without prejudice to any other rights it may have :

a. to claim specific performance from the defaulting Party and to claim such damages as it may have suffered; or

b. to discharge and execute the defaulting Party's obligations on its behalf and to recover the costs and disbursements incurred in respect thereof from that Party; or

c. to terminate this Contract and claim such damages as the aggrieved Party may have suffered from the defaulting Party."

3.9.2 The Department may, without prejudice to any other rights it may have, terminate this Contract by written notice to the Contractor, upon the occurrence of the following events, namely if :

a. the Contractor fails to adhere to set timeframes, service levels or service standards as determined in the TOR, SLA and/or Project Plan;

b. the Contractor, in the opinion of the Department, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract;

c. judicial execution is levied on the Contractor's goods and which remains unpaid for 14 days after attachment;

d. there has been a material defect, error or failure by the Contractor to comply with applicable laws or rules in the Bid or in the awarding of this Contract which is incapable of rectification and that requires this Contract to be terminated;

e. the Contractor, when advised that its Proposal has been accepted, has given notice of inability to sign or execute the Contract;

f. the Contractor has abandoned its obligations in terms of this Contract;

g. the Contractor has deliberately furnished inaccurate information in its Bid with regard to its previous experience relating to the Services, or with regard to any other material information; or

h. the Contractor ceases to carry on business as the Contractor of the Service.

3.9.3 In the event that negotiations between the Department and the Preferred Service Provider/s fail with regard to the conclusion of a Contract, the Department reserves its right not to appoint the Preferred Service Provider/s without incurring any liability to compensate or reimburse the Preferred Service Provider/s.

3.9.4 In the event that the Contractor does not complete Services in terms of this Contract by the Completion Date, the Department may view this as a material breach of this Contract and claim specific performance, and/or damages.

3.9.5 The Preferred Service Provider may be required to enter into a Service Level Agreement (SLA) prior to appointment.

3.9.6 The individuals proposed for professional work on the project shall remain on the project unless the Department grants prior permission to change the team composition. Such permission will not be withheld unreasonably.

3.9.7 The Department reserves the right to terminate the Agreement in the event that no consensus can be reached on the terms and conditions of a subsequent Service Level Agreement."

END OF DOCUMENT

THE NATIONAL TREASURY

Republic of South Africa

GOVERNMENT PROCUREMENT:

GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

(i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
(ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.

- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if (applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.

1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 "Day" means calendar day.

1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.

1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.

1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the

RSA.

1.12 ”Force majeure” means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 “GCC” means the General Conditions of Contract.

1.15 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 “Project site,” where applicable, means the place indicated in bidding documents.

1.21 “Purchaser” means the organization purchasing the goods.

1.22 “Republic” means the Republic of South Africa.

1.23 “SCC” means the Special Conditions of Contract.

1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information; inspection.

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

7. Performance security

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or

(b) a cashier's or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

12. Transportation

12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

13. Incidental services

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

(e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and

(b) in the event of termination of production of the spare parts:

(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

18. Contract amendments

18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19. Assignment

19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

(b) if the Supplier fails to perform any other obligation(s) under the contract; or

(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

(i) the name and address of the supplier and / or person restricted by the purchaser;
(ii) the date of commencement of the restriction
(iii) the period of restriction; and
(iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
(b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable law

30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

31. Notices

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

34 Prohibition of Restrictive practices

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

ANNEXURE "A"

RECITALS

WHEREAS, the Department of Transport owns the CCTV Camera System, X-Ray machines, walk through metal detectors and Electronic Access Control System and desires to appoint a service provider to render for the procurement, delivery, installation, maintenance and commissioning for the improvement of electronic security (CCTV, alarm and intercom systems, Access Control System referred to as "Electronic Security Systems) for a period of 36 months, hereinafter
"

WHEREAS ____ render for the procurement, delivery, installation, maintenance and commissioning for the improvement of Electronic Security Systems and has agreed to provide those services on the terms and conditions set forth in this Agreement,

NOW THEREFORE, in consideration of the undertakings and conditions set forth below, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

AGREEMENT

between

DEPARTMENT OF TRANSPORT

(Hereinafter referred to as *"the Department"*)

Herein represented by ________________________________in his capacity as ______________________________ and duly authorized thereto

and

____

***COMPANY REGISTRATION NO*____________________*:* (Hereinafter referred to as "the Service Provider")** Herein represented by __________________in his capacity as a _________________ and authorized thereto.

IT IS HEREBY RECORDED

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement:-

1.1.1 **"Agreement"** means this Service Level Agreement and the bid documentation together with all the annexures thereto;

1.1.2 **"Bid documents"** means all documents submitted by the Service Provider as their bid proposal for DoT ***RFQ Number*** ________________;

1.1.3 **"Department"** means the Department of Transport, Branch: Office of the Chief Operations Officer;

1.1.4 **"Financial year"** means the Department's financial year 1 April to 31 March;

1.1.5 **"Parties"** means the Department and CAD Technologies cc;

1.1.6 **"Services"** means the Services to be rendered by the Service Provider to the Department as set out in this Agreement, the bid documentation together with all the annexures thereto;

1.1.7 **"Service Provider"** ________________ Registration Number: ________________;

1.1.8 **"Signature date"** means the date on which the last signing party signs this Agreement;

1.1.9 **"Termination date"** means the date following the last day of this Agreement, unless the Agreement is terminated earlier in terms of clause 7 below, or is extended for further period based on mutual Agreement between the Parties.

1.2 Expressions defined in this Agreement shall bear the same meanings in the annexures to this Agreement, unless expressly stated otherwise in this Agreement.

1.3 In this Agreement:

1.3.1 the singular shall include the plural and vice versa;

1.3.2 unless otherwise indicated, any meaning ascribed to a word, phrase or expression in this Agreement, shall bear the same meaning wherever it appears thereafter;

1.3.3 headings to the clauses are only for convenience of reference and shall not be utilised in the interpretation of this Agreement.

1.4 This Agreement shall bind the Parties and their respective successors-in-title.

1.5 Where the contents of the Bid documents conflict with the provisions of this Agreement, the provisions of this Agreement shall take preference.

1.6 In the event that any of the terms of this Agreement are found to be invalid, unlawful or unenforceable, such term will be severable from the remaining terms, which will continue to be valid and enforceable.

2. PAYMENT

2.1 The Service Provider shall render Services to the Department in accordance with the cost structure as set out in Annexure A to this Agreement, which amounts include VAT and all disbursements and is in South African Rand.

2.2 The Department shall pay to the Service Provider the sum as described in Annexure A upon delivery of the service as set forth hereof..

2.3 The Service Provider shall provide the Department with a tax invoice accompanied by a detailed job card or report specifying the service rendered. Once the Department has approved such invoice *and the relevant job card or report,* it will make direct payments to the Service Provider within 30 calendar days of approval of such invoice.

2.4 The Department may implement a penalty as defined in Annexure A paragraph 4 thereof for the deliverables not delivered within the timeframes and/or to the satisfaction of the Department as indicated in this Agreement.

2.5 The Service Provider will keep full and proper financial records of all payments made by the Department, and will provide all supporting documentation or information related to budgeted expenditure at the request of the Department.

2.6 Payment will be made by means of electronic transfer into the following bank account:

Account Holder : ________________

Name of account : ________________

Bank : ________________

Account number : ________________

Branch Code : ________________

3. COMMENCEMENT AND DURATION

3.1 The Agreement will commence on the Signature date.

ALTERNATIVELY

The Agreement will commence, notwithstanding the Signature date, on______________ terminate on ________________________

3.2 This Agreement may be extended with the prior written consent of both Parties and on such terms as the Parties may then agree.

3.3 This Agreement shall endure for a period of thirty six **(36)** **Months**. It may be extended for a further period upon mutual agreement between both Parties.

4. OBLIGATIONS OF THE SERVICE PROVIDER

4.1 The Service Provider shall provide the Services as set out in Annexure A to this Agreement.

4.2 During the performance of duties as per this Agreement, the Service Provider shall provide its own resources.

4.3 The Service Provider shall faithfully and diligently devote time to the service of the Department in terms of this Agreement.

4.4 The Service Provider shall undertake such assignments as the Department requires to be performed in terms of this Agreement.

4.5 The Service Provider acknowledges and agrees that the Department is bound by the rules and regulations governing the Department and that any obligations arising from this Agreement can only be carried out in light thereof.

4.6 The Service Provider shall perform all work with the necessary skill, in an efficient manner and in accordance with (i) operating manuals, the administrative procedures manual and applicable supplier warranties, and shall ensure that all work shall be of a high standard and executed to the satisfaction of the Departmental official responsible for the management of this Agreement.

4.7 The Service Provider shall provide as reasonably necessary all labour and professional, supervisory and managerial personnel as are required to perform the Services. Such personnel shall be qualified to perform the duties to which they are assigned.

4.8 The Service Provider shall keep proper financial records in accordance with the Generally Accepted Accounting Practice (GAAP) of all expenses relating to the service;

4.9 The Service Provider shall deliver to the Department within two (2) weeks of the end of each Financial year, a detailed statement of expenditure.

4.10 The Service Provider shall ensure that it enables the Department to comply with the provisions of Sections 38(1)(j) of the Public Finance Management Act,1999 (Act 1 of 1999), which states:

*"38. **General Responsibilities of accounting officers.** – (1) The accounting officer for a department, trading entity or constitutional institution—...*

(j) before transferring any funds (other than grants in terms of the annual Division of Revenue Act or to a constitutional institution) to an entity within or outside government, must obtain a written assurance from the entity that entity implements effective, efficient and transparent financial management and internal control systems, or, if such written assurance is not or cannot be given, render the transfer of funds subject to conditions and remedial measures requiring the entity to establish and implement effective, efficient and transparent financial and internal control systems;"

4.11 The Service Provider shall pay any Value Added Tax payable in respect of Services rendered in terms of this Agreement - the Department bears no responsibility therefore.

4.12 The Service Provider shall make available for inspection by the Department any information, records, documents relevant to the performance of the Services.

4.13 The Service Provider warrants that the goods supplied are new, unused, are of the most recent or current models and incorporate all recent improvements in design and materials. The Service Provider guarantees for a period of twelve months from the date of delivery, that no faulty material or workmanship was used in the manufacture, supplies and/or in the execution of Services and the final product is not defective. If any defect or malfunction is discovered by the Department within this period, the Service Provider shall replace the supplies and/or Services at no additional cost to the Department.

4.14 The Service Provider shall respond to any of Department's requests for emergency repairs within the hours specified in Annexure A on receipt of such a request from the Department via phone, fax, email, or other communication method to which the parties may agree.

4.15 The service provider shall be compliant with the registration requirements of Private Security Industrial Authority (PSIRA) and remain in good standing for the duration of the contract

5. OBLIGATIONS OF THE DEPARTMENT

The Department shall provide the Service Provider with such information, documentation and other details requested in writing by the Service Provider to enable the Service Provider to fulfil its obligations in terms of this Agreement. If such documentation is not provided by the Department the Service Provider shall indicate in writing which documentation is outstanding. The Department shall only be obliged to provide that information or documentation which is relevant to this Agreement and which is in the possession of the Department.

6. **MANAGEMENT OF THE AGREEMENT**

6.1 The Parties undertake to appoint the following individuals as contact persons to ensure the proper management of this Agreement:

The Department	: Director: Security Services of the Department or his/her delegate
The Service Provider	: ____________________or his/her delegate

6.2 Dispute Resolution

6.2.1 The Parties accept that disputes and differences may arise between the Parties during the course of this Agreement.

6.2.2 Any operational dispute which may arise shall be referred:

6.2.2.1 first to a meeting of the Parties' appointed representatives;

6.2.2.2 thereafter to a meeting of the Department's Chief Operations Officer of the Department and the authorized executive of the service provider;

6.2.2.3 Each of these levels of referral shall use their best endeavours to resolve the disputepromptly by negotiation. The parties record that it is their intention that this process should not exceed the duration of 14 (fourteen) Business Days.

6.3 Arbitration

6.3.1 Subject to clause 6.2 (Dispute Resolution), any dispute which may arise at any time between the Parties relating to any matter arising out of this Agreement or the interpretation, termination and/ or cancellation thereof, shall, if not resolved by dispute resolution, be submitted to and decided by arbitration, in accordance with the Rules of the Arbitration Foundation of Southern Africa by an arbitrator or arbitrators appointed by the Foundation.

6.3.2 Either Party to this Agreement may demand that a dispute be referred to arbitration by giving written notice to that effect to the other Party.

6.3.3 This clause shall not preclude either Party from obtaining interim relief on an urgent basis from a court of competent jurisdiction pending the decision of the arbitrator.

6.3.4 The arbitration referred to in clause 6.3 (Arbitration) shall be held:

6.3.4.1 at Pretoria in the English language; and

6.3.4.2 immediately and with a view to its being completed as soon as reasonably possible after it is demanded; and

6.3.5 The Parties irrevocably agree that the decision in arbitration proceedings:

6.3.5.1 shall be binding upon the Parties;

6.3.5.2 shall be carried into effect; and

6.3.5.3 may be made an order of any court of competent jurisdiction.

6.3.6 This clause is severable from the rest of this Agreement and therefore shall remain effective between the Parties even if this Agreement is terminated.

7. CANCELLATION AND BREACH

7.1 The Department may, in addition to any other remedies it may be entitled to in law and in terms of this Agreement, appoint another Service Provider to render the required Services at the expense of the Service Provider should the Service Provider default in any of the following respects:

7.1.1 Without reasonable cause, wholly suspend the Services before completion of the contract period;

7.1.2 Fail and/or refuse and/or neglect to provide the service with the required diligence;

7.1.3 Fail and/or refuse and/or neglect, after 7 calendar days written notification from the Department to render the Services in accordance with this Agreement.

7.2 If the Department is dissatisfied with the quality of the performance of any of the Services referred to in clause 4 and the annexures and/or the Service Provider has failed to comply with any timeframes for delivery, the Department will be entitled to withhold payment of any invoice received. In such event the Department must notify the Service Provider in writing, within 14 (fourteen) calendar days of the task giving rise to the complaint and the Service Provider must remedy the identified cause of complaint within 7 (seven) calendar days of such notification, or such longer period as the Department may authorize in writing, at no additional cost to the Department, failing which the Department will be entitled to cancel this Agreement.

7.3 This Agreement may be terminated by the Department as a result of a breach of the terms of this Agreement by the Service Provider. Upon such cancellation, the Service Provider undertakes to deliver all work done.

ALTERNATIVE 1

The Department undertakes to remunerate the Service Provider for any work completed up until the date of termination, provided the Service Provider renders an invoice as stipulated in clause 2.3. above and the work completed is approved by the Department and the Service Provider shall have no further claim for payment or damages.

ALTERNATIVE 2

The Service Provider undertakes to pay to the Department, any pro rated balance of remuneration already paid to the Service Provider as a consideration for any Services which were to be performed after the date of cancellation.

7.4 In the event of either party committing a breach of any of the terms and/or conditions of this Agreement and failing to remedy such breach within the period of 30 calendar days of having been given written notice by the aggrieved party requiring such breach to be remedied, the aggrieved party may, without prejudice to any rights it may have to claim for damages suffered as a result of the breach, either cancel this Agreement or enforce performance of the terms of the Agreement.

7.5 This Agreement may be terminated immediately by the Department, upon the happening of one of the following events by giving written notice of the cancellation to the Service Provider if the Service Provider:

7.5.1 Is liquidated/sequestrated or placed under judicial management or enters into a compromise with its creditors;

7.5.2 Wilfully damages the Department's property, business, reputation or goodwill;

7.5.3 Discloses to any unauthorised person confidential information of the Department;

7.5.4 Provided incorrect or false information in its bid proposal and which is subsequently discovered by the Department;

7.5.5 Should the Service Provider, inter alia, make *himself/itself* guilty of misconduct in terms of the code of conduct of its profession or if the Service Provider acts dishonestly or contrary to the integrity required from its profession.

7.6 If the ownership, shareholding, HDI status and any of the key staff members (management/professional/skilled) of the Service Provider or equipment, facilities or infrastructure necessary for the effective provision of the Services changes during the period of this Agreement, the Service Provider shall notify the Department immediately, and the Department/ reserves the right to cancel this Agreement.

7.7 The Department reserves the right to terminate this Agreement or temporarily defer the work, or any part thereof, at any stage of completion, should it be decided not to proceed with the project. The Department may terminate the Agreement by giving thirty (30) days' notice to the Service Provider. Should the Agreement be so terminated the Service Provider shall only be paid for the appropriate portion of the work completed.

8. GOVERNING LAW AND ARBITRATION

8.1 Should any disputes and/or difference of opinion arise between the Parties regarding the interpretation of any or all the provisions of this Agreement during the term of or on the termination thereof that cannot be amicably settled, the aggrieved party shall forthwith give the other party 14 (fourteen) calendar days written notice to this effect.

8.2 After notice in terms of clause 8.1 disputes and/or differences shall be resolved in the following manner:

8.2.1 Both Parties shall, by agreement, appoint an impartial mediator. Should the Parties not be able to agree on a mediator, then it is agreed that the Legal Practice Council shall appoint a mediator.

8.2.2 Should the matter not be resolved through mediation, both Parties shall have the right to have the matter resolved through arbitration as set out below, or the court having jurisdiction in this matter in which case the defaulting party may be liable for all legal costs incurred on a scale as between attorney and client.

8.3 This Agreement shall be governed by and construed in accordance with the laws of the Republic of South Africa.

8.4 Any dispute arising out of this Agreement or the interpretation thereof, both while in force and after its termination, may be, with the written consent of the Department, submitted to and determined by an appropriate arbitration forum agreed to by both Parties

8.5 Such arbitration shall be held at an agreed venue, and in a summary manner with a view to it being completed as soon as possible.

8.6 There shall be one arbitrator appointed by agreement between the Parties.

8.7 The arbitration proceedings shall be held in the English language.

8.8 The decision of the arbitrator shall be final and binding on the Parties, and may at the request of either party be made an Order of Court of competent jurisdiction, and each of the Parties hereby agrees to submit itself to the jurisdiction of such Court.

9. GENERAL

SECURITY SCREENING

9.1 The Department shall conduct a security screening process on the Company, the Directors and all technicians supplied by the service provider to maintain and service the ESS at the Department's premises. The service provider shall supply the Department with a certified copy of RSA Identity Document and a certified copy of SAPS criminal record clearance certificate not older than three months.

9.2 No unscreened technicians shall be deployed at the Department's premises to render the maintenance and servicing of the ESS without a written consent of the Project Manager (Director: Security Services or his/her designee).

Indulgence

9.3 No amendment of this Agreement or of any provisions or terms hereof, and no extension of time or waiver or relaxation or suspension of any of the provisions or terms of this Agreement shall be of any force or effect unless reduced to writing and signed by both Parties.

9.4 No waiver on the part of either party of any rights arising from a breach of any provision of this Agreement will constitute a waiver of rights in respect of any subsequent breach of the same or any other provision.

Cession

9.5 Neither party shall be entitled without the prior written consent given by the duly authorised official of the other party to cede, delegate, subcontract or otherwise transfer any of its rights and/or obligations in terms of this Agreement.

Notices

9.6 Any notice to be given in terms of this Agreement shall be given in writing and shall be deemed validly served within ten calendar days after the day on which it shall have been posted by prepaid registered post to the postal address of the other party that is mentioned in this contract:

The Department
The Director-General
Department of Transport
Private Bag X193
Pretoria
0001
Republic of South Africa

Att : Rose Masilela
Tel : 012 309 3767
Fax : 012 309 3074

Email : Masilelr@dot.gov.za

Service Provider Details :

____

____

____

____

Attention : ________________

Tel : ________________

Email : ________________

9.5 All notices in terms of this Agreement shall in addition to clause 9.4, be faxed to the facsimile numbers of the Parties as detailed above.

Domicillium

9.6 The following addresses are respectively chosen by the Parties as their *domicilium citandi et executandi* for all purposes arising out of this contract and for the service of legal documents and delivery of notices:

The Department:

The Director-General
Department of Transport
Forum Building
159 Struben Street
Pretoria
South Africa

Service Provider:

____

____

____

____

____

____

9.7 Any hand-delivered notice shall be deemed validly delivered when that party acknowledges receipt of the notice in writing.

9.8 Each party shall have the right at any time to substitute its said *domicilium* / postal address with another address by giving written notice of the appointment of the new address to the other party in accordance with the terms of this contract, which change of its said *domicilium* / postal address shall only become applicable 10 calendar days after the date of notice.

VIS MAJOR

9.9 The Parties hereby agree that neither party shall be liable to the other for any loss, injury or any other casualty suffered or incurred by the other party or any failure to comply with its obligation in terms of this contract due to strike, irregular industrial action short of strike, riots, storms, explosions, *vis major*, war (whether declared or undeclared) or any other similar cause beyond the reasonable control of either party. Any failure or delay by either party in their performance of any of the obligations under this Agreement due to any of the foregoing causes, shall not be considered as a breach of this Agreement.

10. **INDEMNITY**

10.1 The Service Provider indemnifies the Department and holds the Department harmless from and against any or all liabilities arising from any acts or omissions of its employees and/or agents and/or appointed agents arising out of this Agreement.

10.2 The Service Provider acts as an independent contractor and not as an agent, official or employee of the Department and has no authority to bind the Department.

10.3 The Service Provider undertakes to obtain the necessary consent in the event of it making use of the works and rights or any other intellectual property of third Parties. The Service Provider hereby indemnifies the Department against any action or application, including all costs, which might arise out of such breach.

10.4 The Service Provider indemnifies the Department against all claims for costs and liabilities arising from the presence of the Service Provider and/or its representatives on the Department's property. This indemnity shall apply to any claims by the Service Provider and/or its employees, agents and representatives for their injury or death while carrying out their duties/Services in terms of this Agreement and shall include loss or damage to the Service Provider's property and the personal effects of the Service Provider's employees, representatives and/or agents.

Signed at __________________on this ___ day of ________________________________
in the presence of the undersigned witnesses.

AS WITNESSES:

1. ______________________

2. ______________________

____

Full Name: ______________________
Capacity: ________________________
who is duly authorised thereto by the Department.

Signed at ___________________on this ___day of___________________________
in the presence of the undersigned witnesses.

AS WITNESSES:

1. ______________________

2. ______________________

____

For the Service Provider who warrants that he/she is duly authorised thereto.

Full Name: ____________________

Capacity: ____________________

Authorisation: ____________________

ANNEXURE "A" (SCHEDULE OF SERVICE)

1. INSPECTION, SERVICING AND MAINTENANCE

1.1. The Service provider shall, render the procurement, delivery, installation, maintenance and commissioning for the improvement of electronic security systems.

1.2. The Service Provider, shall on monthly basis, conduct a full service during the period of this contract, cause a properly trained technician and assistant, employed by the Service Provider to attend, service and test the Electronic Security Systems:

1.3. The quarterly systems maintenance shall include the following:

1.3.1. Perform a general systems (computer) check, e.g. check that all systems are working and recording whilst on site;

1.3.2. Check network settings and connections for all systems;

1.3.3. Perform general PC maintenance, e.g. cleaning, defrag hard drives and complete any database repairs if necessary;

1.3.4. Install all available software upgrades. These upgrades will be done within three (3) months of release.

1.3.5. Check and test all access points, readers and lock doors;

1.3.6. Backup the updated users database of Impro IX access control system

1.3.7. Check, test and clean all pad locks;

1.3.8. Check all barrel bolts to be without damage or tempering;

1.3.9. Clean fingerprint reader sensors;

1.3.10. Clean all glass lenses of outdoor housings, cameras and camera lenses in order to ensure good quality video. This will include focusing.

NB: This SLA does not cover the replacement of components such as cameras, lenses, housings, power supplies, balun TX/RX sets, UPS units, digital recorders, cards, readers controllers, PC's, call out costs, any repair work or cable. These items are covered under the CALL Provisions hereunder.

1.3.11. Service, the Service Provider shall issue a written report to the Department on the work done, faults, deficiencies, malfunctionalities identified and repaired.

1.3.12. **Guidelines to be followed when conducting Planned Preventive Monthly Maintenance on the Rapid-Scan X-Ray Machines and the Walk-through Detector:**

- Care must be taken to prevent water or any other liquid entering the system.
- Make sure any cleaning cloth is wrung out before use. If the system is to be dismantled in any way, or if an internal inspection of the tunnel is necessary, then the system must be switched off and disconnected from the mains supply.
- The keyboard key is to be in the possession of the maintenance engineer. Some parts of the X-ray system are heavy and require two persons during removal.
- The monthly maintenance routines are mainly concerned with visual inspection and cleanliness of the system; they are detailed in sequential order. If the operating environment warrants it, they should be performed more regularly:
  - ✓ Switch off the system and remove the keyboard key.
  - ✓ Remove the mains supply to the system. CAUTION: Care must be taken to prevent water or any other liquid entering the system. Make sure any cleaning cloth is wrung out before use.
  - ✓ Visual Inspection. Visually inspect all the covers and panels for damage and security- damaged covers and panels and any missing fasteners must be replaced.
  - ✓ Conveyor Belt and Video Monitor casing Using a damp lint-free cloth (soap suds may be used if required) wipe clean the surface of the conveyor belt and the casing of the monitor. Dry all surfaces that have been cleaned with a dry lint free cloth.
  - ✓ Video Monitor Screen Clean the screen with an anti-static spray or liquid and a lint-free cloth.

1.2.13 **Guidelines to be followed when conducting a Three-Month (Quarterly) Maintenance on the Rapid-Scan X-Ray Machine and the Walk-through Detector :**

- ✓ Switch off the system and remove the keyboard key. Remove the mains supply to the system. CAUTION: Care must be taken to prevent water or any other liquid entering the system.

- ✓ Make sure any cleaning cloth is wrung out before use.
- ✓ System housing Using a damp lint-free cloth (soap suds may be used if required) wipe clean the surface of the system housing. Dry all surfaces that have been cleaned with a dry lint free cloth.
- ✓ Lead Curtains Visually inspect the lead curtains screening at the entrance and exit of the inspection tunnel for damage. Replace any strips found to be damaged.
- ✓ Conveyor Visual Inspection Visually inspect the conveyor belt for tears and holes, replace the belt if excessive damage is found. Visually inspect the rollers of the discharge conveyor (if fitted) for signs of damage.
- ✓ Conveyor Motion Checks Press the forward button ("S") on the operator control panel, and observe that the associated indicator is lit and the conveyor moves in the forward direction. Check for excessive noise from each roller bearing- this will indicate that the bearing is defective. Check the conveyor belt central deviation at each end.
- ✓ The maximum deviation allowable is 20mm. Press the STOP button ("R") on the operator control panel. Press the reverse button ("Q") on the operator control panel, and observe that the associated indicator is lit and the conveyor moves in the reverse direction. Check the conveyor belt central deviation at each end. The maximum deviation allowable is 20mm.

NB: These checks are to be carried out by a trained and qualified maintenance technician only. Before attempting to replace or repair parts, the Rapiscan Service Department should be contacted since they can help with complex issues and have the most up to-date knowledge regarding common problems.

1.4. On completion of the electronic systems maintenance, the service provider shall issue a monthly report to the Department that will include the following:

1.4.1. The system's general condition;

1.4.2. Details of all servicing and maintenance work that has been performed in that month as well as additional work other than the normal maintenance.

1.5. The service provider shall carry the standard warranty on the preventative maintenance services performed on the equipment. All acts of GOD will not be covered under the warranty and will be handled as time and material.

1.6. In addition, the service provider shall provide a 24/hour back up service seven (7) days a week and 365 days a year.

1.7. The report referred to clause 1.3 above shall be accompanied by an invoice.

1.8. The price structure for the inspection, servicing and maintenance of the electronic security systems shall be as indicated below:

2. EMERGENCY REPAIRS AND CALL OUTS

2.1. Should parts need to be replaced and does not fall under the standard warranty terms and conditions the service provider shall prepare a quotation for such repair or replacement of parts.

2.2. Once the Department has approved the quotation and forwarded the Purchase Order, the service provider will action the repairs.

2.3. The process to report and log emergency breakdowns, repairs and call outs is contained in the Service Management Process below.

2.4. The Call out rates as indicated below:

<table>
<tr><th>Months</th><th>Description of Service</th><th>Price Per Year, incl. VAT</th></tr>
<tr><td>36 Months</td><td>Full inspection, service and maintenance of the entire ESS including transportation costs.</td><td>Monthly fee:
Total amount per 36 months including
R ....of call out and repair fees:</td></tr>
<tr><td colspan="2" rowspan="2">Call out fee (including spare parts, labour and transportation costs) must be added on top of the inspection, service and maintenance amount quoted above.</td><td>Below amount is projected on the basis of historic repair costs of the system and will only be paid to the service provider based on the magnitude of repairs required, subject to the Department accepting the quote. Call out fees, ie, Labour and transportation costs will also be paid out from this amount during the course of the contract:</td></tr>
<tr><td>R</td></tr>
</table>

Call Out Fee normal hours		Call out includes the first hour of labour
Call Out Fee After-hours, i.e between 17:00 and 08:00 Monday to Friday as well as Saturday, Sundays and Public Holidays		Call out includes the first hour of labour
Labour per hour		Labour per hour after Call out hour

2.6 The Transport rate shall be as follows:

Months	Description of Service	Price Per Year, incl. VAT
36 Months	Transport Rate	R______p/km (including Vat)

3. SERVICE MANAGEMENT PROCESS

3.1. The following procedures will be followed by Department when logging a call or requesting a service. Adherence to these procedures will ensure the best possible response and timely clearance of a fault.

Contact Customer Service Centre by means of any of the following:

Normal Working Hours **Monday to Friday 08:00 TO 16:30**	**By telephone:** ____________________ **By Email:**__________________________
Outside Normal Working Hours	

LOGGING A REQUEST

3.2. **Access Cards cc** will require the following information from the Customer in order to expedite the Customer's request:

3.2.1. The Customers name, telephone number

3.2.2. The type of equipment and a description (and serial number of the device if available) of the fault so that the correct incident severity level can be assigned

3.2.3. The name of the contact person to whom Service provider should provide feedback or make any follow up calls with reference to the request being logged.

3.2.4. The Customer will receive a reference number when the Customer request is reported to Contact Centre. This reference number will assist during any further enquiry into the progress or status of the Customer's request for service.

3.2.5. An order number will be required if the equipment or the nature of the service is not covered by this agreement.

INCIDENT RESOLUTION

3.3. Once a request is logged a qualified technician may call the Customer from our Service Centre to attempt to rectify the problem over the telephone or remotely via the network if access is given to Service Provider. The Customer's assistance is required in order to attempt remote resolution to the request (subject to the Customer's security and change control policies and procedures from time to time), failing which a technician is despatched with as much background knowledge of the fault as possible.

ESCALATION

3.4. The following contacts may be used if the Customer wishes to escalate any requests that are not satisfactorily concluded. Please quote a reference number with all escalations

CONTACT DETAILS

Level 1:

Name:_________________________ **Contact number**_____________________

Level 2:

Name_________________________ **Contact Number**________________________

3.5. The Parties record that the contact person set out in this Annexure may change from time to time. **Access Cards Solutions cc** undertakes to notify the Customer prior to any change of such contact persons occurring, which notice shall set out the names and contact details of the new contact persons.

4. PENALTY REGIME

4.1. The Department shall implement the following penalties for poor performance against the Service Provider:

4.1.1. Failure to conduct the Monthly inspection, servicing and maintenance shall be one hundred percent (100%) penalty of the agreed payment as per this agreement. This means no payment will be made to the Service Provider.

4.1.2. Failure to repair or replace a faulty part on the Security System within 72 hours of receipt of an official order as per sub-clause 2.4 above shall be one percent (1%) penalty of the agreed payment as per the quotation. The 72 hours is applicable to Mondays to Fridays.

4.1.3. Failure to respond to a call out within 48 hours shall be one percent (1%) penalty of the agreed payment as per this agreement. The 48 hours includes weekends and public holidays.

5. EXPANSION OF THE ELECTRONIC SECURITY SYSTEM (ESS)

5.1 Should the Department wish to expand the ESS in the future, the scope of work in terms of this Agreement shall extend to cover the resultant added equipment at no additional costs, unless a mutual agreement is reached between the parties and reduced to writing.