

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	DOT/01/2026/CA	CLOSING DATE:	12/05/2026	CLOSING TIME:	11:00
DESCRIPTION	REQUEST FOR INFORMATION FOR GMDSS INCLUDING MSI, SERVICES IN TERMS OF (SOLAS AND COSPAS-SARSAT (LEOSAR/MEOSAR) GROUND SEGMENT SERVICES AS PER THE INTERNATIONAL COSPAS-SARSAT PROGRAMME FOR THE DEPARTMENT OF TRANSPORT FOR A PERIOD OF TEN (10) YEARS				
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	MS L MTHIMUNYE / MS N NYAWO		CONTACT PERSON	MR T MABUELA	
TELEPHONE NUMBER	012 309-3255/3291		TELEPHONE NUMBER	012 309 3070	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	MthimunyeL@dot.gov.za/NyawoN@dot.gov.za		E-MAIL ADDRESS	MabuelaT@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] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> 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?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> 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, 2022, 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:



transport

Department:
Transport
REPUBLIC OF SOUTH AFRICA

RFI NUMBER:	DOT/01/2026/CA
DESCRIPTION:	REQUEST FOR INFORMATION FOR GLOBAL MARITIME DISTRESS AND SAFETY SYSTEM (GMDSS) INCLUDING MARITIME SAFETY INFORMATION (MSI), SERVICES IN TERMS OF THE INTERNATIONAL CONVENTION FOR THE SAFETY OF LIFE AT SEA (SOLAS) AND COSPAS-SARSAT (LEOSAR/ MEOSAR) GROUND SEGMENT SERVICES AS PER THE INTERNATIONAL COSPAS-SARSAT PROGRAMME FOR THE DEPARTMENT OF TRANSPORT FOR A PERIOD OF TEN (10) YEARS
CLOSING TIME:	11:00 AM
CLOSING DATE:	13 May 2026
INFORMATION SESSION:	Virtual Information Session Date: 23 April 2026 Time: Venue: MS Teams (Suppliers must register by the 20 April 2026 to be provided with the link)
VALIDITY PERIOD:	Not applicable – RFI issued for information purposes only
CONTACT DETAILS	Physical address: Forum building, 159 Struben Street, Pretoria National Department of Transport Private Bag X193, Pretoria, 0001 For any enquiries, email: bids@dot.gov.za,NyawoN@dot.gov.za/MkhariT@dot.gov.za /MthimunyeL@dot.gov.za

IMPORTANT NOTICE

- **This document is issued as a Request for Information (RFI) for market sounding, information gathering and capability assessment purposes only.**
- **This RFI does not constitute a Request for Proposal (RFP), invitation to tender, solicitation, or offer to contract.**
- **No pricing is requested, no scoring will be applied, and no award or appointment will be made as a result of this RFI.**
- **Information received may be used to inform the design of a subsequent competitive procurement process, should the Department elect to proceed.**

RFI COVER: GMDSS INCLUDING MSI, SERVICES IN TERMS OF (SOLAS AND COSPAS-SARSAT (LEOSAR/MEOSAR) GROUND SEGMENT SERVICES AS PER THE INTERNATIONAL COSPAS-SARSAT PROGRAMME FOR THE DEPARTMENT OF TRANSPORT FOR A PERIOD OF TEN (10) YEARS

- **The Department of Transport (DOT) reserves the right not to proceed with any procurement process following this RFI.**

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1. SECTION 1: CONTENTS OF THE RFI PACK

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

Pack Doc	Title	Type	Purpose
1	Request for Information Cover	PDF	• This Request for Information including all administrative requirements
1a	Respondent Checklist (ANNEXURE 1A)	MS Word	• Checklist for Respondents with list of returnable documents to complete to ensure compliance.
1b	Expression of Interest and Capability Confirmation (ANNEXURE 1B)	MS Word	• To be printed, filled in full and signed.
1c	Certificate of acquaintance with RFI, terms & conditions and applicable documents (ANNEXURE 1C)	MS Word	• To be printed, filled in full and signed.
1d	Certificate of attendance of non-compulsory RFI briefing (ANNEXURE 1D)	MS Word	• To be printed, filled in full and signed.
1e	Protection of Personal Information (POPIA) (ANNEXURE 1E)	MS Word	• To be printed, filled in full and signed.
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 Respondent's RFI 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.
3	Request for Information Specifications	PDF	• Functionality Requirements, outlining the business requirements, technical requirements, and other information required by the Respondent to submit a RFI response.
3a	Further information ANNEXURE 3A	PDF	• List of DOT assets
3b	Capability and Regulatory Outcome Indicators ANNEXURE 3B	MS Word/Excel	• Respondents must complete all questions in Yes / No Capability Matrix
3c	Templates relating to team and company experience indicated in the RFI as ANNEXURE 3C	MS Word/Excel	• Templates to be completed in relation to the RFI for company and project team experience. • For completion in the MS Word Form as provided.

RFI COVER: GMDSS INCLUDING MSI, SERVICES IN TERMS OF (SOLAS AND COSPAS-SARSAT (LEOSAR/MEOSAR) GROUND SEGMENT SERVICES AS PER THE INTERNATIONAL COSPAS-SARSAT PROGRAMME FOR THE DEPARTMENT OF TRANSPORT FOR A PERIOD OF TEN (10) YEARS

Pack Doc	Title	Type	Purpose
3d	Technical evaluation checklist ANNEXURE 3D	MS Word/Excel	• Respondents to complete.
4	Contractual Arrangements		• All contractual arrangements and agreement applicable to RFP
4a	General Conditions of Contract (GCC) (ANNEXURE 4A)	PDF	• GCC as issued by NT.
4b	Rules of Bidding (ANNEXURE 4B)	PDF	• Rules of bidding to supplement GCC and RFI.
4c	Non-disclosure Agreement (ANNEXURE 4C)	Word	• NDA including Data Protection & POPIA Compliance

2. **SECTION 2: NOTICE TO RESPONDENTS**

2.1 **INFORMATION REQUEST**

The Department of Transport hereby invites interested parties to submit information in response to this Request for Information (RFI) for the purpose of market sounding, information gathering and assessment of supplier capability.

2.2 **PURPOSE AND STATUS OF THIS RFI**

2.2.1 This document is issued as a Request for Information (RFI) and does not constitute a Request for Proposal (RFP), invitation to tender, or offer to contract.

2.2.2 Information received may be used by the Department to:

- a. understand available solutions, technologies and delivery models;
- b. assess the capability of the market to meet regulatory and operational service outcomes; and
- c. inform the design of a subsequent competitive procurement process, should the Department elect to proceed.

2.3 **NON-COMPULSORY RFI BRIEFING**

2.3.1 A non-compulsory virtual RFI briefing will be conducted via Microsoft Teams. Respondents wishing to attend must confirm their interest by the stipulated date. DOT encourages all respondents to attend. Information will not be repeated for late arrivals.

2.4 INSTRUCTIONS FOR COMPLETION AND SUBMISSION OF RFI PROPOSALS

- 2.4.1 This RFI and all processes 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).
- 2.4.2 Respondents are advised that, in order to facilitate for an efficient process, the RFI should be as prescribed, concise and written in plain English.
- 2.4.3 RFIs should be clearly indexed with supporting documents clearly marked. It is recommended that Respondents follow the RFI, specifically evaluation criteria and deliverables as a guide for compilation/sequence of the proposal information.
- 2.4.4 RFI responses must be sealed and delivered to the DOT Head Office Tender Box at the address indicated in this RFI. All submissions must be clearly marked.

2.5 RFI INSTRUCTIONS

- 2.5.1 Respondents must submit all returnable documents listed in **ANNEXURE 1A**.
- 2.5.2 All submissions must be signed by a duly authorised representative of the Respondent.

2.6 COMMUNICATION

- 2.6.1 All communication regarding this RFI must be in writing and directed to the designated DOT contact person.
- 2.6.2 Requests for clarification must be made in writing by e-mail to bids@dot.gov.za/NyawoN@dot.gov.za.
- 2.6.3 Requests for clarification shall be accepted by the DOT up until XXX .
- 2.6.4 The submission RFI number should be included in the subject line of the email.
- 2.6.5 No telephonic requests for clarification shall be entertained.
- 2.6.6 The clarifications shall be made available to all Respondents by a notification on the etender website.

2.7 INFORMATION HANDLING (NO EVALUATION / NO AWARD)

- 2.7.1 RFI responses will not be evaluated, scored, ranked or used to pre-qualify suppliers.
- 2.7.2 Information will be analysed collectively to refine the scope, contracting model and procurement strategy for a future procurement process (if any).
- 2.7.3 Supply Chain Management (SCM) within the DOT shall communicate with Respondents for, among others, where RFI clarity is sought, to obtain information or to extend the validity period.

2.8 STATUS OF THIS RFI AND SUBSEQUENT PROCESS

- 2.8.1 This RFI is non-binding.
- 2.8.2 Based on the information received, the Department may identify respondents who demonstrate the capability to meet the service outcomes described herein.
- 2.8.3 Such respondents may be invited, at the Department's discretion and subject to applicable prescripts, to participate in a subsequent competitive bidding process, which may be conducted on a limited or closed basis.

3. SECTION 3: RFI SCOPE OF REQUIREMENTS

- 3.1 The Scope of Requirements describes the regulatory, statutory and operational service outcomes that the Department of Transport is required to achieve under SOLAS, the COSPAS-SARSAT Programme and applicable national legislation.
- 3.2 For purposes of this RFI, these requirements are outcome-based and do not prescribe a specific technology, infrastructure, ownership or delivery model, unless explicitly required by law or international convention.
- 3.3 All proposed approaches must be presented on a fully turnkey basis, with the service provider assuming full responsibility for design, implementation, operation, maintenance of assets and compliance.
- 3.4 **Comprehensive Specifications and Requirements**
 - 3.4.1 Request for Information Specifications contain the functionality Requirements, outlining the business requirements, technical requirements, and other information required by the Respondent to submit a RFI response.
 - 3.4.2 3.4.3 A list of available DOT assets are attached as **ANNEXURE 3A**.
 - 3.4.4 The Capability and Regulatory Outcome Indicators are attached as **ANNEXURE 3B**. Respondents must complete all questions in Yes / No Capability Matrix and return it as part of the items listed in **ANNEXURE 1A**.
 - 3.4.5 **ANNEXURE 3C** provides the templates to be completed in relation to the RFI for company and project team experience. For completion in the format provided.

RFI COVER: GMDSS INCLUDING MSI, SERVICES IN TERMS OF (SOLAS AND COSPAS-SARSAT (LEOSAR/MEOSAR) GROUND SEGMENT SERVICES AS PER THE INTERNATIONAL COSPAS-SARSAT PROGRAMME FOR THE DEPARTMENT OF TRANSPORT FOR A PERIOD OF TEN (10) YEARS

4. SECTION 4: GENERAL INFORMATION

4.1 CONFIDENTIALITY

All information relating to this RFI must be treated as strictly confidential. Respondents are required to familiarise themselves with and accept the Non-Disclosure Agreement attached as **ANNEXURE 4C**.

4.2 DISCLAIMERS

The issuance of this RFI does not commit the Department to procure the services described, to invite any respondent to a future procurement process, or to accept any information submitted.

4.3 NATIONAL TREASURY CENTRAL SUPPLIER DATABASE (CSD)

Respondents are required to be registered on the National Treasury Central Supplier Database (CSD) prior to submission of an RFI response, except for foreign suppliers without a local registered entity.

4.4 TAX COMPLIANCE

Respondents must be compliant with applicable tax legislation. Tax compliance status will be verified through the CSD.

4.5 CLIENT BASE

The DOT reserves the right to contact references to obtain information.

4.6 COUNTER CONDITIONS

Respondents' attention is drawn to the fact that amendments to any of the Information to RFI by Respondents shall result in invalidation of such RFIs.

4.7 PROHIBITION OF RESTRICTIVE PRACTICES

4.7.1 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.

4.7.2 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.

4.8 FRONTING

- 4.8.1 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.
- 4.8.2 The DOT, in ensuring that Respondents 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.
- 4.8.3 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.
- 4.8.4 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.

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ANNEXURE 1A: RETURNABLE DOCUMENTS

1. Respondents must submit with their responses to this RFI, as a minimum requirement, all the returnable documents indicated below.
2. All Sections must be signed and dated by the Respondent.
3. **Minimum Requirements - Returnable Documents (See Excel as well)**

NR	SUBMITTED	YES/NO	PROPOSAL REFERENCE
	SECTION 1:		
1	Respondent Checklist (ANNEXURE 1A)		
2	Expression of Interest and Capability Confirmation (ANNEXURE 1B)		
3	Certificate of acquaintance with RFI, terms & conditions and applicable documents (ANNEXURE 1C)		
4	Certificate of attendance of non-compulsory RFI briefing (ANNEXURE 1D)		
5	Protection of Personal Information (POPIA) (ANNEXURE 1E)		
	SECTION 2: Standard Bid Documents (SBDs).		
6	SBD 1 – Invitation to bid		
7	SBD 2 – Tax clearance certificate requirements.		
8	SBD 4 – Bidder’s Disclosure		
	SECTION 3: RFI Scope of Requirements		
	Bidders Proposal		
	Capability and Regulatory Outcome Indicators ANNEXURE 3B		
	Templates relating to team and company experience indicated in the RFI as ANNEXURE 3C		
	SECTION 4 Contractual Arrangements		
	General Conditions of Contract (GCC) (ANNEXURE 4A)		
	Rules of Bidding (ANNEXURE 4B)		
	Non-disclosure Agreement (ANNEXURE 4C)		

RFI COVER: GMDSS INCLUDING MSI, SERVICES IN TERMS OF (SOLAS AND COSPAS-SARSAT (LEOSAR/MEOSAR) GROUND SEGMENT SERVICES AS PER THE INTERNATIONAL COSPAS-SARSAT PROGRAMME FOR THE DEPARTMENT OF TRANSPORT FOR A PERIOD OF TEN (10) YEARS

ANNEXURE 1B: EXPRESSION OF INTEREST

By completing **ANNEXURE 1A**, **ANNEXURE 1B** and **ANNEXURE 3B**, the Respondent formally expresses its interest and confirms whether it has the capability to meet the regulatory and service outcomes described in this RFI.

I/We _____ [name of company, close corporation or partnership] **carrying on business under style or title of** [trading as]

_____ represented by _____

in my capacity as _____

being duly authorised, hereby lodge an Expression of Interest in the provision of Global Maritime Distress And Safety System (GMDSS) Including Maritime Safety Information (MSI), Services in terms of the International Convention for the Safety of Life at Sea (SOLAS) and COSPAS-SARSAT (LEOSAR/MEOSAR) Ground Segment Services as per the International Cospas-Sarsat Programme for the Department of Transport for a period of ten (10) years:

ADDRESS FOR NOTICES

Respondent to indicate its domicilium citandi et executandi hereunder:

Name of entity: _____

Contact Nr: _____

Address: _____

Email: _____

NAME(s) AND ADDRESS / ADDRESSES OF DIRECTOR(s) OR MEMBER(s)

The Respondent must disclose hereunder the full name(s) and address(s) of the director(s) or members of the company or close corporation [C.C.] on whose behalf the RFI is submitted.

(i) Registration number of company / C.C.
.....

(ii) Registered name of company / C.C.
.....

(iii) Full name(s) of director/member(s): Address/Addresses: ID Number/s:
.....
.....
.....

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ANNEXURE 1C: CERTIFICATE OF ACQUAINTANCE WITH RFI, TERMS & CONDITIONS & APPLICABLE DOCUMENTS

By signing these RFI documents, the Respondent is deemed to acknowledge that he/she has made himself/herself thoroughly familiar with all the conditions governing this RFI, including those contained in any printed form stated to form part hereof including but not limited to the documents stated below.

DOT will recognise no claim for relief based on an allegation that the Respondent overlooked any such term or condition.

Should the Respondent find any terms or conditions stipulated in any of the relevant documents quoted in this RFI unacceptable, it should indicate which conditions are unacceptable and offer alternatives by written submission on its company letterhead, attached to its submitted proposal.

Respondents accept that an obligation rests on them to clarify any uncertainties regarding any RFI to which they intend to respond on, before submitting the proposal. The Respondent agrees that he/she will have no claim or cause of action based on an allegation that any aspect of this RFI was unclear but in respect of which he/she failed to obtain clarity.

SIGNED at _____ **on this** _____ **day of** _____
20___

SIGNATURE OF WITNESSES

1 _____ **Name** _____
2 _____ **Name** _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE:

NAME: _____

DESIGNATION: _____

RFI COVER: GMDSS INCLUDING MSI, SERVICES IN TERMS OF (SOLAS AND COSPAS-SARSAT (LEOSAR/MEOSAR) GROUND SEGMENT SERVICES AS PER THE INTERNATIONAL COSPAS-SARSAT PROGRAMME FOR THE DEPARTMENT OF TRANSPORT FOR A PERIOD OF TEN (10) YEARS

ANNEXURE 1D: CERTIFICATE OF ATTENDANCE OF NON-COMPULSORY RFI BRIEFING

It is hereby certified that the following individuals–

1. _____

2. _____

Representative(s) of _____ [name of entity]

attended the RFI briefing in respect of the proposed Services to be rendered in terms of this RFI on _____ 20____

DATE _____ DATE _____

EMAIL _____

SIGNATURE OF RESPONDENT’S AUTHORISED REPRESENTATIVE:

NAME: _____

DESIGNATION: _____

ANNEXURE 1E: PROTECTION OF PERSONAL INFORMATION

- 1 The following terms shall bear the same meaning as contemplated in Section 1 of the Protection of Person information act, No.4 of 2013.("POPIA"):
 - a. consent; data subject; electronic communication; information officer; operator; person; personal information; processing; record; Regulator; responsible party; special information; as well as any terms derived from these terms.
- 2 DOT will process all information by the Respondent in terms of the requirements contemplated in Section 4(1) of the POPIA:
 - a. Accountability; Processing limitation; Purpose specification; Further processing limitation; Information quality; Openness; Security safeguards and Data subject participation.
3. The Parties acknowledge and agree that, in relation to personal information that will be processed pursuant to this RFI, the Responsible party is "DOT" and the Data subject is the "Respondent".
4. DOT will process personal information only with the knowledge and authorisation of the Respondent and will treat personal information which comes to its knowledge as confidential and will not disclose it, unless so required by law or subject to the exceptions contained in the POPIA.
5. DOT reserves all the rights afforded to it by the POPIA in the processing of any of its information as contained in this RFI and the Respondent is required to comply with all prescripts as detailed in the POPIA relating to all information concerning DOT.
6. In responding to this bid, DOT acknowledges that it will obtain and have access to personal information of the Respondent. DOT agrees that it shall only process the information disclosed by Respondent in their response to this bid for the purpose of evaluating and subsequent award of business and in accordance with any applicable law.
7. DOT further agrees that in submitting any information or documentation requested in this RFI, the Respondent is consenting to the further processing of their personal information for the purpose of, but not limited to, risk assessment, assurances, contract award, contract management, auditing, legal opinions/litigations, investigations (if applicable), document storage for the legislatively required period, destruction, de-identification and publishing of personal information by DOT and/or its authorised appointed third parties.
8. Furthermore, DOT will not otherwise modify, amend or alter any personal data submitted by the Respondent or disclose or permit the disclosure of any personal data to any third party without the prior written consent from the Respondent. Similarly, DOT requires the Respondent to process any personal information disclosed by DOT in the bidding process in the same manner.
9. DOT shall, at all times, ensure compliance with any applicable laws put in place and maintain sufficient measures, policies and systems to manage and secure against all forms of risks to any information that may be shared or accessed pursuant to this RFI (physically, through a computer or any other form of electronic communication).

RFI COVER: GMDSS INCLUDING MSI, SERVICES IN TERMS OF (SOLAS AND COSPAS-SARSAT (LEOSAR/MEOSAR) GROUND SEGMENT SERVICES AS PER THE INTERNATIONAL COSPAS-SARSAT PROGRAMME FOR THE DEPARTMENT OF TRANSPORT FOR A PERIOD OF TEN (10) YEARS

- 10. DOT shall notify the Respondent in writing of any unauthorised access to information, cybercrimes or suspected cybercrimes, in its knowledge and report such crimes or suspected crimes to the relevant authorities in accordance with applicable laws, after becoming aware of such crimes or suspected crime. The Respondent must take all necessary remedial steps to mitigate the extent of the loss or compromise of personal information and to restore the integrity of the affected personal information as quickly as is possible.
- 11. The Respondent may, in writing, request DOT to confirm and/or make available any personal information in its possession in relation to the Respondent and if such personal information has been accessed by third parties and the identity thereof in terms of the POPIA. The Respondent may further request that DOT correct (excluding critical/mandatory or evaluation information), delete, destroy, withdraw consent or object to the processing of any personal information relating to the Respondent in DOT's possession in terms of the provision of the POPIA and utilizing Form 2 of the POPIA Regulations.
- 12. In submitting any information or documentation requested in this RFI, the Respondent is hereby consenting to the processing of their personal information for the purpose of this RFI and further confirming that they are aware of their rights in terms of Section 5 of POPIA

Respondents are required to provide consent YES/NO

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE:

NAME: _____

DESIGNATION: _____



transport

Department:
Transport
REPUBLIC OF SOUTH AFRICA



REQUEST FOR INFORMATION (RFI)

PROVIDE GLOBAL MARITIME DISTRESS AND SAFETY SYSTEM (GMDSS) INCLUDING MARITIME SAFETY INFORMATION (MSI), SERVICES IN TERMS OF THE INTERNATIONAL CONVENTION FOR THE SAFETY OF LIFE AT SEA (SOLAS) AND COSPAS-SARSAT (LEOSAR/MEOSAR) GROUND SEGMENT SERVICES AS PER THE INTERNATIONAL COSPAS-SARSAT PROGRAMME FOR THE DEPARTMENT OF TRANSPORT FOR A PERIOD OF TEN (10) YEARS

IMPORTANT NOTICE

This Request for Information (RFI) is issued solely to gather information from the market and to assess supplier capability.

This RFI does not constitute a tender, request for proposal, or invitation to bid. No pricing is requested and no award will be made as a result of this RFI

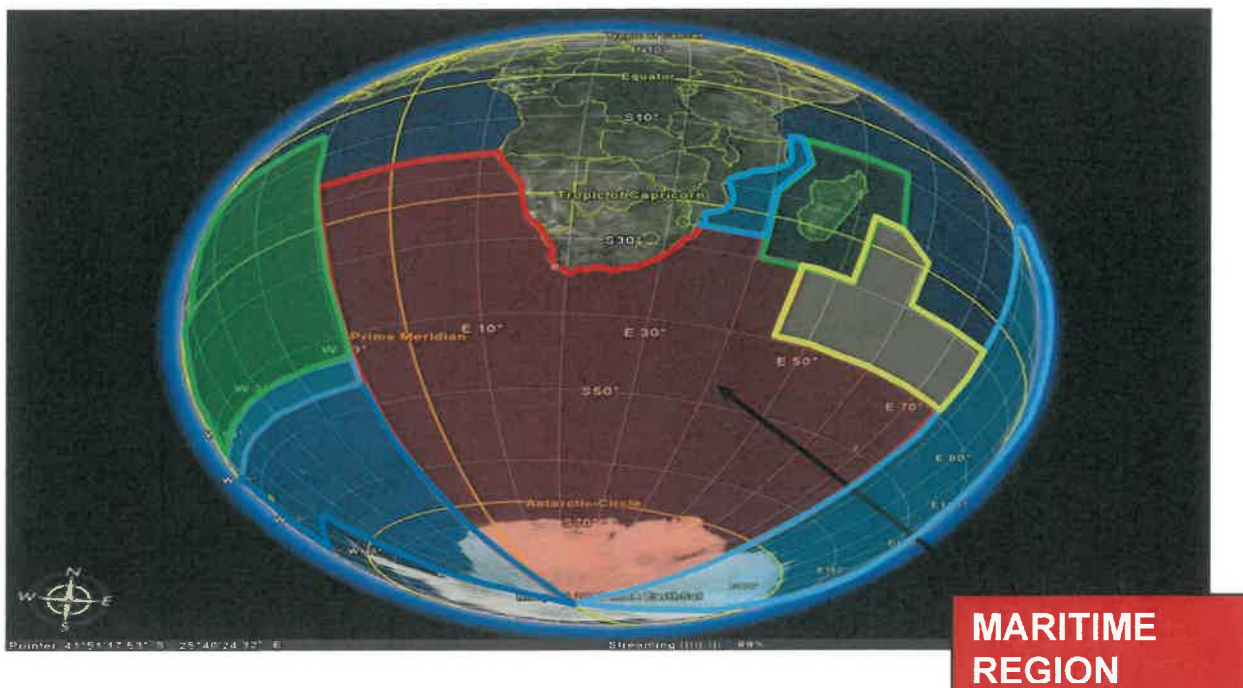
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1 BACKGROUND

- 1.1 The search and rescue function are government responsibility pursuant to the States obligations under the Convention on International Civil Aviation, the International Convention on Maritime Search and Rescue, and the International Convention for the Safety of Life at Sea (SOLAS).
- 1.2 The Department of Transport is mandated under the provisions of Chapter IV of the SOLAS Convention, the International Convention on Maritime Search and Rescue, 1979, and the International COSPAS-SARSAT Programme Agreement to provide maritime safety information, the International Ship and Port Facility Security (ISPS) Code, Search and Rescue (SAR) distress alerts, and COSPAS-SARSAT services to the aviators and mariners.
- 1.3 These services are provided as part of the Global Maritime Distress and Safety System (GMDSS). The GMDSS is an international system that utilises terrestrial and satellite technology, ship-board radio systems to ensure rapid, automated communications capable of alerting shore-based search and rescue authorities. This occurs in addition to alerting ship/s in the immediate vicinity in the event of marine distress incident.
- 1.4 The implementation of good communication systems which promptly provide our Rescue Co-ordination Centres (RCCs) with alerting and location data permitting the RCCs to dispatch SAR units and other resources to distress incidents without delay is essential to the South African Department of Transport as it strengthens and enhances the national and international Safety and AMSAR systems/programmes.
- 1.5 A prospective service provider will collect, collate, coordinate and publish maritime safety information in the South African search and rescue area of responsibility. The area of responsibility is pictorially represented here-under and is approximately 27 million square kilometres.



2 PURPOSE OF DOCUMENT

- 2.1 The Department of Transport has issued this document as a Request for Information (RFI) for the purpose of market testing, capability assessment and to identify potential service delivery models capable of meeting the Department's regulatory and operational obligations.
- 2.2 While this document is structured in the form of a Request for Proposal, it must be read as an outcome-based information request and not as a solicitation for bids.
- 2.3 No appointment, award, or contractual commitment shall arise from this RFI.

3 SCOPE OF WORK

The Scope of Work describes the regulatory and operational service outcomes that the Department is required to achieve. For purposes of this RFI, these requirements are outcome-based and do not prescribe a specific technology, infrastructure, ownership or delivery model, unless explicitly required by law or international convention.

3.1 GOAL

- 3.1.1 The goal of the Project is to ensure safety of persons and property in distress within the international aviation and maritime search and rescue (AMSAR) system or programme, as the safety net of the last resort, which strives to be robust, effective and efficient to deal with accidents and/or incidents in the South Africa's Search and Rescue Region.
- 3.1.2 To ensure the provision and availability of the Global Maritime Distress and Safety System (GMDSS) including Maritime Safety Information services and the COSPAS-SARSAT Programme to aviators and mariners at sea/land;
- 3.1.3 To promote the safety of life at sea in terms of the SOLAS Convention;
- 3.1.4 To satisfy the Department of Transport's obligations under the following International Conventions and applicable legislations, amongst others:
 - a. The International Convention of Safety of Life at Sea, including its 74/78 Protocol, as amended;
 - b. The International Convention on Maritime Search and Rescue, 1979;
 - c. The International COSPAS-SARSAT Programme Agreement;
 - d. South African Maritime and Aeronautical Search and Rescue Act, 2002; and
 - e. South African Maritime and Aeronautical Search and Rescue Regulations, 2016.

3.2 OBJECTIVES (SCOPE OF WORK)

This RFI serve as a scope of work for prospective Service Providers to provide Global Maritime Distress and Safety System (GMDSS) including Maritime Safety Information (MSI), Shore-based Facilities and services in terms of the Convention for the Safety of Life at Sea (SOLAS) and COSPAS-SARSAT (LEOSAR/MEOSAR) Ground Segment services in terms of the International COSPAS-SARSAT Programme Agreement to which South Africa is a signatory. The appointed service provider will be expected to provide, amongst others as follows.

3.2.1 In terms of the SOLAS Convention, maritime safety information services must be adequately disseminated for use by mariners in the South African area of responsibility in terms of specifications as laid out by the International Maritime Organization. Maritime safety information consists of:

- a. Navigational warnings;
- b. Meteorological information;
- c. Watch-keeping, aural and digital;
- d. SAFREP; and
- e. Distress communications.

3.2.2 The following maritime safety information services are to be provided by the prospective service provider:

- a. Watch-keeping Services means a full-time listening watch by all coastal radio stations on all the internationally designated distress frequencies to receive, relay, coordinate and transmit all distress, urgency and safety messages received.
- b. They shall be provided with full coverage within the Republic's designated search and rescue region and shall be conducted on VHF DSC Channel 70, VHF radiotelephony channel 16, HF Digital Selective Calling (DSC) assigned frequencies, GMDSS recognised satellite Services and COSPAS-SARSAT.

3.2.3 Navigation Warning is a broadcast message containing urgent information relevant to safe navigation, and includes NAVTEX and NAVAREA VII messages, coastal navigation warnings and local navigation warnings. These services shall be provided with full coverage of NAVAREA VII and of the South African coastal areas and shall consist of the receipt, preparation, transmission and monitoring of navigational warnings on:

- a. VHF DSC and radio telephone;
- b. HF DSC and radio telephone;



c. Navtex; and

d. SafetyNET/SafetyCAST and any other system approved by the IMO.

3.2.4 There are three types of navigational warnings, namely, local navigational warnings, coastal navigational warnings and NAVAREA warnings. Local navigational warnings apply to the waters contained within the port limits under the control of port captains and harbour masters who are normally the originators. Coastal navigational warnings apply to the waters adjacent to the coast of South Africa and Namibia up to 50 nautical miles off-shore. NAVAREA warnings refer to a navigational warning or in-force bulletin promulgated as part of a numbered series by a NAVAREA Co-ordinator.

3.2.5 Authoritative sources for coastal navigational warnings are:

a. Masters of ships at sea;

b. Harbour masters;

c. Operators of marine navigation systems;

d. Operators of drill ships, platforms and fixed platforms;

e. South African Maritime Safety Authority;

f. The Hydrographic Office, SA Navy;

g. The lighthouse authority of Transnet National Port Authority;

h. Tsunami Alerting Centres; and

i. Any authority having jurisdiction over or knowledge of a hazard to navigation.

3.2.6 Any coastal navigational warning must be originated by the Hydrographic Office of the SA Navy. NAVAREA warnings apply to long-range navigational warnings in NAVAREA VII. The Hydrographic Office (SA Navy) is the National and Area Co-ordinator for the promulgation of NAVAREA VII warnings. Authoritative sources are those listed above as well as other national co-ordinators of NAVAREA VII and adjacent NAVAREA.

3.2.7 Navigational warnings shall be provided in accordance with the standards, organization and procedures of the WWNWS.

3.2.8 Meteorological services must be provided with full coverage of METAREA VII and shall consist of:

a. The receipt of weather observations from stations at sea via DSC, radio telephone, recognized mobile satellite service or any other future system;

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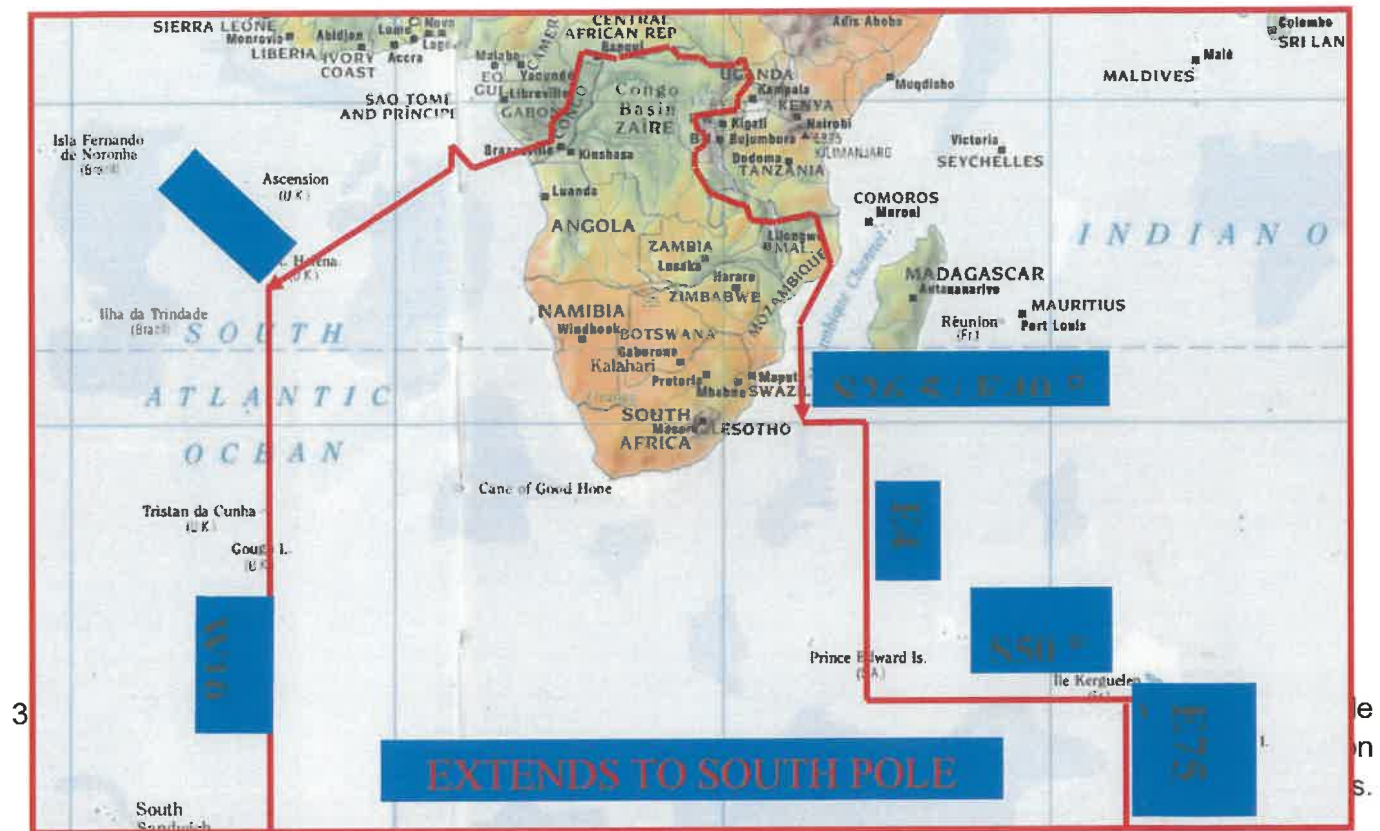
- b. The preparation, transmission and monitoring of weather forecasts to stations at sea on DSC, radio telephone, recognized mobile satellite service, Navtex and SafetyNet/SafetyCAST or any other future system approved by IMO.
- 3.2.9 Meteorological information shall be provided in accordance with the World Meteorological Organization (WMO) technical regulations and recommendations.
 - 3.2.10 SafetyNET/SafetyCAST provides shipping with navigational and meteorological warnings, meteorological forecasts, shore-to-ship distress alerts, SAR information and other urgent information in accordance with the requirements of the SOLAS Convention, as amended.
 - 3.2.11 SafetyNET/SafetyCAST services consist of the daily transmission and monitoring of MSI via recognized mobile satellite service or any other future satellite provider for the regions Atlantic Ocean (East) and Indian Ocean.
 - 3.2.12 These services entail the preparation, transmission and monitoring of NAVAREA VII warnings, weather broadcasts and all safety related messages via SafetyNet/SafetyCAST or any other future system.
 - 3.2.13 NAVTEX Services entail the coordinated broadcast and automatic reception on 518 kHz of Maritime Safety Information by means of narrow-band direct-printing telegraphy using the English language.
 - 3.2.14 In addition to the MSI services alluded to above, the prospective service provider is expected to provide the following services which will also be covered in the contract:
 - 3.2.15 SAFREP is the South African Ship Reporting System, established in accordance with the International Maritime Organisation resolution, A. 648(16) as amended, which establishes a reporting system for the provision, gathering and exchange of information through radio reports to identify and monitor the position and movement of ships participating in the system.
 - 3.2.16 These services shall be provided by receiving and preparing SAFREP messages from stations at sea via radio telephone, recognized mobile satellite service or any other system.
 - 3.2.17 COSPAS-SARSAT is a satellite system designed to provide distress alert and location data to assist SAR operations, using spacecraft and ground facilities to detect and locate signals of distress beacons on 406 Megahertz (MHz). The position of the distress and other related information is forwarded to the appropriate RCC through the Mission Control Centre network.
 - 3.2.18 COSPAS-SARSAT services are rendered in terms of the International COSPAS-SARSAT Programme Agreement, and in the context of this proposal, is limited to:
 - a. 24-hour watch-keeping on COSPAS-SARSAT terminal, support services and software upgrade, in accordance with the specifications as laid down by the COSPAS-SARSAT Council from time to time;



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- b. The provision of COSPAS-SARSAT data lines; and
- c. Local maintenance.

3.2.19 The COSPAS-SARSAT service area is diagrammatically depicted here-under:



3.3 DELIVERABLES

3.3.1 The appointed Service Provider to deliver on the IIMS in two categories as follows as required to:

SERVICE DELIVERABLES	ADMINISTRATIVE DELIVERABLES
<p>(a) The continuous provision of GMDSS services in terms of SOLAS Convention as amended by applicable IMO resolutions;</p> <p>(b) The continuous provision of MSI services in terms of SOLAS Convention as amended as amended by applicable IMO resolutions;</p>	<p>(a) Produce an Inception Report, including the detailed timeframes, stakeholder engagement plan/strategy and any other relevant information;</p> <p>(b) Bi-annual reporting on:</p> <ul style="list-style-type: none"> a. SAR Communications System Performance Information Reports for the Department / South African

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SERVICE DELIVERABLES	ADMINISTRATIVE DELIVERABLES
<p>(c) The continuous provision of COSPAS-SARSAT services in terms of the International COSPAS-SARSAT Programme as per applicable decisions;</p> <p>(d) The continuous provision of SAFREP services as amended by applicable IMO resolutions; and</p> <p>(e) The continuous provision of all other associated SAR services as provided for in terms of this ToRs and International Standards and Recommended Practices applicable by IMO, ICAO and COSPAS-SARSAT Organizations.</p>	<p>Search and Rescue Organisation (SASAR);</p> <p>b. Inputs for the consolidation of the SASAR Annual Report;</p> <p>c. Submission of international meetings travel reports highlighting implications for the country, mitigation measures to be considered and clear recommendations.</p>

3.3.2 Handover Deliverables

- a. The Service Provider shall deliver a comprehensive exit-management plan at least 90 days prior to contract end, detailing timelines, responsibilities and risk mitigations.
- b. All operational documentation, configuration files, licenses and knowledge transfers required for a successor provider or for in-house operations shall be provided in editable electronic format.

3.3.3 Costs and Responsibilities

- a. All activities associated with transition planning, knowledge transfer, deinstallation and asset removal are included in the Bid Price.
- b. The Department shall have no liability for demobilization costs or asset disposal at any point during or after the contract term.

4 TURNKEY SOLUTION AND EXCLUSION OF CAPITAL/START-UP COSTS

All information provided in response to this RFI must be based on a fully turnkey service delivery model .

All Respondents are required to submit proposals on a fully turnkey basis. No capital investment, start-up, mobilisation or one-time initialization costs shall be separately identified, itemised or billed under this tender.



4.1 Costing Requirements

- 4.1.1 The Bid Price shall be fully inclusive of all activities, resources and deliverables necessary to supply, install, commission, test and hand over the comprehensive solution.
- 4.1.2 No separate line items, cost allowances or contingencies shall be permitted for capital expenditure, infrastructure acquisition, start-up charges or mobilisation expenses.
- 4.1.3 All risks, expenses and obligations associated with worksites, equipment, tools, facilities and related assets shall be borne entirely by the Service Provider.

4.2 Ownership of Infrastructure and Assets

- 4.2.1 Any infrastructure, equipment, fixtures, software licences, hardware or other assets procured or deployed by the Service Provider in order to fulfil its obligations under this tender shall at all times remain the sole property of the Service Provider.
- 4.2.2 The Department shall have no ownership, lien, mortgage, security interest or other encumbrance in respect of such infrastructure or assets at any time, and shall not be required to reimburse or purchase them at expiry or termination of the contract.

4.3 Compliance Statement

- 4.3.1 By submitting a proposal, the Service Provider certifies that its proposal:
 - a. Includes no separate or additional charges for capital investment, start-up or mobilisation costs.
 - b. Reflects a fully turnkey solution, with all infrastructure and assets provided, maintained and ultimately owned by the Service Provider.
 - c. Acknowledges that any deviation from this requirement may result in disqualification of the proposal.
- 4.3.2 Failure to comply with the above requirements will render the bid non-responsive.

5 ASSET MAINTENANCE, SUPPORT AND REPLACEMENT

5.1 Maintenance and Support Obligations

- 5.1.1 The Service Provider shall perform all routine and preventative maintenance required to ensure continuous, uninterrupted operation of the solution's infrastructure and assets.



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5.1.2 Maintenance tasks, spare parts, labour, software patches and system updates are included in the Bid Price and shall incur no additional fees.

5.1.3 A detailed maintenance schedule, including response and resolution times for incidents, must be provided as part of the proposal.

5.2 Asset Replacement and Upgrades

5.2.1 In the event of asset failure, obsolescence or end-of-life, the Service Provider shall replace or upgrade components at its own cost.

5.2.2 All replacement hardware and software must meet or exceed the original specifications and performance levels.

5.2.3 Upgrades required to maintain security, compliance or vendor support shall be rolled out at no extra charge.

5.3 Warranty and Performance Standards

5.3.1 The Service Provider warrants that all infrastructure and assets will operate in accordance with the specified service levels throughout the contract term.

5.3.2 Warranty obligations survive termination or expiry until all obligations under this clause are fully satisfied.

6 REMOVAL OF PROVISION OF COSPAS SARSAT SERVICES AND COST ADJUSTMENT

6.1 Right to remove the provision of Cospas Sarsat Services

6.1.1 Each Party acknowledges that the provision of Cospas Sarsat Services may, at the Department's discretion, be removed from the scope of this Tender in order to transfer the associated function to a different entity.

6.2 Adjustment of Contract Value

6.2.1 Upon removal of the provision of Cospas Sarsat Services, the Total Contract Price shall be reduced by the exact amount originally costed for the provision of Cospas Sarsat Services in the Service Provider's proposal.

6.2.2 No additional fees, penalties or termination charges shall apply as a result of this removal.



6.3 Notice Period

- 6.3.1 The Department shall deliver written notice to the Service Provider at least three (3) months prior to the effective date of removal.
- 6.3.2 The notice must specify:
- a. The exact scope components being removed.
 - b. The effective date on which the provision of Cospas Sarsat Services ceases to form part of the Services.

6.4 Reconciliation and Amendment

- 6.3.1 Within thirty (30) days of receipt of the removal notice, the Parties shall execute a contract amendment reflecting the adjusted scope, pricing and any consequential milestones.
- 6.3.2 All other terms and conditions of the Tender shall remain in full force and effect.
- 6.3.3 Payment schedules and milestones will be updated to reflect the scope reduction, ensuring seamless financial reconciliation when the provision of Cospas Sarsat Services is removed.

7 DEPARTMENT-OWNED ASSETS, MAINTENANCE, REPLACEMENT AND DISPOSAL

7.1 Use of Department-Owned Assets

- 7.1.1 **ANNEXURE 3B** details the Department-owned assets that may be utilised by the Service Provider.
- 7.1.2 Use of these assets is optional; the Service Provider must deploy its own assets provided all service levels and performance requirements are met.

7.2 Maintenance and Repairs

- 7.2.1 The Service Provider shall assume full responsibility for preventive and corrective maintenance, repairs and ongoing upkeep of any Department-owned assets it elects to utilise.
- 7.2.2 All labour, spare parts, consumables, materials and scheduling associated with maintenance and repairs are included in the Service Provider's bid and shall not be billed separately.



7.3 Replacement Assets and Ownership Vesting

- 7.3.1 When a Department-owned asset is deemed unfit for continued service or has reached end-of-life, the Service Provider shall replace it at its own cost.
- 7.3.2 Ownership of each replacement asset shall immediately vest in the Service Provider upon successful installation and commissioning.

7.4 Disposal of Decommissioned Assets and Revenue Treatment

- 7.4.1 The Service Provider shall deinstall, remove and dispose of all decommissioned Department-owned assets in compliance with applicable laws and environmental regulations.
- 7.4.2 Any proceeds, salvage value or revenue generated from the disposal must be remitted to the Department by way of a direct deduction from the Service Provider's subsequent invoices.

8 UNINTERRUPTED SERVICE, CONTINGENCY PLANNING AND PENALTIES

8.1 Uninterrupted Service Requirement

- 7.1.1 The proposal must indicate how the Service Provider will deliver continuous, uninterrupted service in accordance with the agreed Service Levels. Any downtime is strictly prohibited and will be subject to penalties.

8.2 Contingency and Backup Plan Submissions

- 7.2.1 Proposals must include comprehensive, implementable contingency and backup plans that cover both infrastructure and incidental service requirements, including but not limited to:
 - a Infrastructure Redundancy.
 - b Data Protection and Recovery.
 - c Operational Continuity.
 - d Incident Response and Escalation.

8.3 Testing, Validation and Reporting

- 8.3.1 The Service Provider shall conduct quarterly and post-incident tests of all contingency measures.
- 8.3.2 Detailed test plans, schedules and success criteria must be submitted for the Department's approval, with the advice of the South African Maritime Safety Authority.



8.3.3 Test outcomes, identified gaps and remediation actions are to be reported within five (5) business days.

8.4 Plan Governance and Continuous Improvement

8.4.1 The Department reserves the right to review, audit and require amendments to the submitted plans.

8.4.2 All contingency documents must be version-controlled and updated annually or following any major service change.

8.4.3 The Service Provider shall incorporate the Department's feedback and lessons learned into plan revisions at no additional cost.

8.5 Penalties for Non-Compliance

8.5.1 Unplanned service interruption

a. For each hour (or part thereof) of unplanned downtime, a service credit equal to 2% of the Monthly Service Charge will be applied.

b. Credits are cumulative and will be deducted from the next invoice.

8.5.2 Failure to activate contingency measures

a. If contingency procedures are not fully operational within 30 minutes of incident detection, a fixed penalty of 10% per hour (or part thereof) of delay shall apply.

8.5.3 Reporting and documentation delays

a. Late submission of quarterly test results or post-incident reports beyond the five (5) business-day deadline incurs 1% of the monthly cost as penalty per calendar day until submission.

8.5.4 Termination right

a. Should total penalties exceed 10% of the Annual Contract Value within any consecutive six (6) month period, the Department may, at its sole discretion, terminate the contract for material breach.



9 EVALUATION

9.1 STAGE 1: CAPABILITY AND REGULATORY OUTCOME INDICATORS (RFI PURPOSES ONLY)

- 9.1.1 The requirements listed in this section represent minimum regulatory and operational outcomes associated with the provision of the services described in the Scope of Work.
- 9.1.2 For purposes of this RFI, these requirements will not be applied as disqualification criteria, but will be used to assess whether Respondents demonstrate the capability to participate in a subsequent competitive bidding process.
- 9.1.3 Respondents 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.
- 9.1.4 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.
- 9.1.5 Comply with all relevant and applicable South African regulations and prescripts

9.2 Capability and Regulatory Outcome Indicators

- 9.2.1 For purposes of this RFI, these indicators will not be applied as disqualification criteria, but will be used to assess whether respondents demonstrate the capability to participate in a subsequent competitive bidding process.

9.3 EXACT YES / NO CAPABILITY MATRIX

- 9.3.1 See attached ANNEXURE 3C for completion and submission.
- 9.3.2 Respondents must complete all questions below.
- 9.3.3 A “No” response to any Critical Capability Indicator may result in the respondent not being invited to a subsequent competitive bidding process.

NR	CAPABILITY INDICATOR
A. Regulatory Outcomes	
A1	Can your organisation meet SOLAS Chapter IV service outcomes?

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NR	CAPABILITY INDICATOR
A1	Can you organisation ensure the provision of Global Maritime Distress and Safety System outcomes?
A2	Can your organisation meet the International Convention on Maritime Search and Rescue, 1979 as amended, service outcomes?
	Can your organisation meet COSPAS-SARSAT ground segment service outcomes?
A4	Can your organisation deliver uninterrupted 24/7 safety-of-life services for the full contract period?
B. Turnkey Delivery	
B1	Can your organisation deliver the solution on a fully turnkey basis with no DOT capital contribution?
B2	Can your organisation provide all the required infrastructure, maintenance, upgrades and replacements costs?
C. Legal & Licensing Readiness	
C1	Do you currently hold, or can you legally obtain prior to implementation of the project, all required type approvals, authorisations and licences?
D. Experience & Capacity	
D1	Do you have experience operating mission-critical, safety-of-life systems at national or international level?
D2	Have you implemented comparable systems for public sector or regulated entities?
E. Transition & Continuity	
E1	Can you ensure transition without service interruption at commencement or termination?

9.4 STAGE 2: FUNCTIONAL EVALUATION CRITERIA

9.4.1 Information is requested for comparative and analytical purposes only.

9.4.2 No scoring or ranking will be applied at RFI stage.



9.5 DETAILED CRITERIA TECHNICAL EVALUATION

Bid proposal must follow the sequence of the below criteria with clear reference to the specified numbering.

NR	SCORING CRITERION
1a	<p>Company experience:</p> <p>The Respondents are required to provide contactable Department references where similar services have been completed and can be verified. The magnitude of officials that used the system must be stated.</p> <p>See attached template for completion (ANNEXURE 3D).</p>
1b	<p>Company experience:</p> <p>Provide signed reference letters on an official letter head for similar projects conducted, with contactable references. The letters must include a description of the project, the duration and the successful completion of the project/s.</p> <p>Letter/s of appointment will not be treated as reference letters.</p>
2a	<p>Project Leader: Overall Technical Competency of the Project Leader, who should have the following qualification</p> <p>(a) Must have a minimum degree in Electrical /Electronic Engineering.</p> <p>Added advantage:</p> <ul style="list-style-type: none"> i. Valid PMP Certificate and; ii. GMDSS GOC
2b	<p>Project Leader: Overall Technical Competency of the Project Leader, who should have the following experience:</p> <p>(a) Project management coupled with experience in Maritime Radio Communications knowledge and experience:</p> <p>NB:</p> <ul style="list-style-type: none"> i. Respondents must provide CVs with certified copies of qualifications. ii. In the case of an international qualification, the bidder must attach proof from SAQA. iii. Certified copies must not be older than six (6) months on date of bid closing. iv. See attached template for completion (ANNEXURE 3D).
3a	<p>The Project Team.</p> <p>The Project team must have thorough technical and operational knowledge of providing systems and services equivalent to the deliverables as per the TOR, which can be determined from relevant CVs showing proof of their qualifications and experience.</p> <p>Project Team minimum composition:</p>

RFI: PROVIDE GMDSS INCLUDING MSI, SERVICES IN TERMS OF SOLAS AND COSPAS-SARSAT (LEOSAR/MEOSAR) GROUND SEGMENT SERVICES AS PER THE INTERNATIONAL COSPAS-SARSAT PROGRAMME FOR THE DEPARTMENT OF TRANSPORT FOR A PERIOD OF TEN (10) YEARS

NR	SCORING CRITERION
	<ol style="list-style-type: none"> 1. Electrical or Electronic Engineer with GOC 2. Support personnel 3. IT security governance specialist. 4. GMDSS professional with GOC <p>Qualification: Collectively the team must have the following minimum qualifications</p> <ol style="list-style-type: none"> (a) Electrical or Electronic Engineer with GOC (b) GMDSS Certification. (c) IT security governance certification <p>The combined team members must possess at least one of the stated certifications.</p>
3b	<p>The Project Team should have the following experience:</p> <ol style="list-style-type: none"> (a) Electrical or Electronic Engineer with GOC. (b) GMDSS Professional. Weight. (c) It Security Governance Specialist. (d) Project Administration. (e) Project Coordinator. (f) Data analysis. <p>NB:</p> <ol style="list-style-type: none"> i. Respondents must provide CVs with certified copies of qualifications. ii. The weights will be calculated on the weighted average, if multiple team members are allocated in a specific competency. iii. Minimum size of team must be seven (7) members, excluding the Project Leader. iv. In the case of an international qualification, the bidder must attach proof from SAQA. v. Certified copies must not be older than six (6) months on date of bid closing. vi. See attached template for completion (ANNEXURE 3D).
4	<p>Methodology: A Detailed proposed methodology that must cover the following aspects:</p>
4a	<p>Risk Management Plan and business continuity plan</p> <p>Risk Management Plan and business continuity covering all 4 Deliverables as list below:</p> <ol style="list-style-type: none"> (a) GMDSS services in terms of SOLAS. (b) MSI services in terms of SOLAS Convention. (c) COSPAS-SARSAT services in terms of the International COSPAS-SARSAT Programme. (d) SAFREP services as amended by applicable IMO resolutions.
4b	<p>Infrastructure and Equipment Maintenance Plan</p> <p>Comprehensive Maintenance Plan of all relevant critical equipment:</p>



RFI: PROVIDE GMDSS INCLUDING MSI, SERVICES IN TERMS OF SOLAS AND COSPAS-SARSAT (LEOSAR/MEOSAR) GROUND SEGMENT SERVICES AS PER THE INTERNATIONAL COSPAS-SARSAT PROGRAMME FOR THE DEPARTMENT OF TRANSPORT FOR A PERIOD OF TEN (10) YEARS

NR	SCORING CRITERION
	(a) VHF DSC and radio telephone; (b) HF DSC and radio telephone; (c) 5.Navtex; and (d) 5.SafetyNET/ (e) SafetyCAST
4c	OEM Commitment and Support Framework
4d	Data and Configuration Transfer
5	Ability to provide required Deliverables as per Scope of work:
5a	Continuous provision of GMDSS services in terms of SOLAS Convention as amended by applicable IMO resolutions: (a) INMARSAT (b) NAVTEX (c) EPIRB (d) Search and Rescue Locating Equipment, and (e) DSC
5b	Continuous provision of COSPAS-SARSAT services in terms of the International COSPAS-SARSAT Programme as per applicable decisions: (a) Continuous provision of SAFREP services as amended by applicable IMO resolutions; and (b) Continuous provision of all other associated SAR services as provided for in terms of this ToRs and International Standards and Recommended Practices applicable by IMO, ICAO and COSPAS-SARSAT Organizations

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

9.6.1 Pricing and preference point information is not requested as part of this RFI and will only apply in a subsequent competitive bidding process

10 **STATUS OF RFI AND SUBSEQUENT PROCESS**

10.1 Based on the information received, the Department may identify respondents who demonstrate the capability to meet the service outcomes and may invite such respondents to participate in a subsequent competitive bidding process.



RFI: PROVIDE GMDSS INCLUDING MSI, SERVICES IN TERMS OF SOLAS AND COSPAS-SARSAT (LEOSAR/MEOSAR) GROUND SEGMENT SERVICES AS PER THE INTERNATIONAL COSPAS-SARSAT PROGRAMME FOR THE DEPARTMENT OF TRANSPORT FOR A PERIOD OF TEN (10) YEARS

11 ANNEXURES A - LIST OF AVAILABLE ASSETS AS PER RFI

11.1 ANNEXURE 3B - CAPABILITY AND REGULATORY OUTCOME INDICATORS

11.2 ANNEXURE 3C - SUMMARY OF COMPANY AND TEAM EXPERIENCE TEMPLATE

11.3 ANNEXURE 3D - EVALUATION CHECKLIST

11.4 ANNEXURE 4A – GENERAL CONDITIONS OF CONTRACT (GCC)

11.5 ANNEXURE 4B – RULES OF BIDDING

11.6 ANNEXURE 4C – NON-DISCLOSURE AGREEMENT


END OF DOCUMENT



TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

- 1 In order to meet this requirement bidders are required to complete 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.sars.gov.za.

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
- the bidder is employed by the state; and/or
 - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

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

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:

2.3 Position occupied in the Company (director, trustee, shareholder²):

2.4 Company Registration Number:

2.5 Tax Reference Number:

2.6 VAT Registration Number:

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

¹“State” means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

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

2.7 Are you or any person connected with the bidder presently employed by the state? **YES / NO**

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:
Name of state institution at which you or the person connected to the bidder is employed :
Position occupied in the state institution:

Any other particulars:
.....
.....
.....

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**

2.7.2.1 If yes, did you attached proof of such authority to the bid document? **YES / NO**

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

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

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars:

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

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.9.1 If so, furnish particulars.

.....

4 DECLARATION

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

ANNEXURE 3A

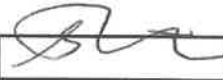
SA NDoT Inventory List Of Assets In Good Condition

Category Definitions:

1. Category 1(CAT1): Useful assets that will be transferred to DoT and listed in the TOR for the new service provider.
2. Category 2(CAT2): Assets transferred to the DoT that are no longer required or necessary to include in the TOR.
3. Category 3(CAT3): Assets that have reached the end of their life span and are ready for disposal.

Test Equipment Type	Description	No. In Use	CAT1	CAT2	CAT3
AIM & THURLBY THANDAR INSTRUMENTS frequency counter	Universal 6 GHz counter	3	X		
Sitemaster	SiteHawk, 1 - 4500 MHz Transit Case Version	3	X		
Bird RF (power, SWR meter)	Directional Power Sensor	3	X		
Tektronix spectrum analyser with tracking generator	Portable Real time USB signal analyser 9 kHz-3.0 GHz	3	X		
	Tracking Generator	3	X		
Futronic GMDSS-AIS(Automatic Identification System)-SART(Search and rescue transponder)	The ultimate all-in-one model comes with the facility for testing Radar SARTs on top of the GMDSS and AIS test functions	3	X		
Aeroflex- radio communications service monitors	AEROFLEX (IFR) 3920B Digital Radio Test Set 1MHz to 1GHz-	3	X		

Table1: Test Equipment Inventory List

Mr. L.I. Petersen	Manager Openserve: Maritime Services	05 August 2025	
Name	Designation	Date	Signed

Mr. Z.C. Yiliwe	Senior Manager Openserve: Maritime Services	05 August 2025	
Name	Designation	Date	Signed

END

ANNEXURE 3B

SUPPLIER NAME:

**CAPABILITY AND REGULATORY OUTCOME INDICATORS
ANNEXURE 3B**

1. All service providers must complete Annexure 3C and include it as part of their proposal submission.
2. Each item must be marked as “Compliant (Yes)” or “Non-Compliant (No)”, and accompanied by a reference to the relevant section or page number in the proposal where supporting evidence can be found.
3. Proposals that omit the checklist or fail to provide clear references will be deemed non-responsive.
4. This annexure captures high-level capability indicators for RFI purposes only. Responses are not scored or ranked. A “Yes” does not imply compliance; it indicates capability as stated by the respondent.

Category	#	Requirement	Compliant (Yes/No)	Proposal Reference	Notes
A. Regulatory Outcomes	1	Can your organisation meet SOLAS Chapter IV service outcomes?	<input type="checkbox"/>		
	2	Can your organisation meet COSPAS SARSAT ground segment service outcomes?	<input type="checkbox"/>		
	3	Can uninterrupted 24/7 safety of life services be provided for the full contract period?	<input type="checkbox"/>		
B. Turnkey Delivery	4	Can the solution be delivered on a fully turnkey basis with no DOT capital contribution?	<input type="checkbox"/>		
	5	Can all infrastructure, maintenance, upgrades and replacements be borne by the provider?	<input type="checkbox"/>		
C. Legal & Licensing Readiness	6	Do you currently hold, or can you legally obtain prior to implementation, all required authorisations and licences?	<input type="checkbox"/>		
D. Experience & Capacity	7	Do you have experience operating mission critical, safety of life systems at national or international level?	<input type="checkbox"/>		
	8	Have you implemented comparable systems for public sector or regulated entities?	<input type="checkbox"/>		
E. Transition & Continuity	9	Can you ensure transition without service interruption at commencement or termination?	<input type="checkbox"/>		

Bidder Declaration:

I declare that the information provided above is true and correct.

Bidder Name:	
Authorised Signatory:	
Signature:	
Date:	

ANNEXURE 3C



ANNEXURE 3C: INSTRUCTIONS

REQUEST FOR INFORMATION (RFI)

PROVIDE GLOBAL MARITIME DISTRESS AND SAFETY SYSTEM (GMDSS) INCLUDING MARITIME SAFETY INFORMATION (MSI), SERVICES IN TERMS OF THE INTERNATIONAL CONVENTION FOR THE SAFETY OF LIFE AT SEA (SOLAS) AND COSPAS-SARSAT (LEOSAR/MEOSAR) GROUND SEGMENT SERVICES AS PER THE INTERNATIONAL COSPAS-SARSAT PROGRAMME FOR THE DEPARTMENT OF TRANSPORT FOR A PERIOD OF TEN (10) YEARS

DOT/01/2026/CA

1. STRUCTURE OF THE TENDER

This spreadsheet contains the 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.

ANNEXURE 3D

RFI: GMDSS INCLUDING MSI, SERVICES IN TERMS OF (SOLAS AND COSPAS-SARSAT (LEOSAR/MEOSAR) GROUND SEGMENT SERVICES AS PER THE INTERNATIONAL COSPAS-SARSAT PROGRAMME FOR THE DEPARTMENT OF TRANSPORT FOR A PERIOD OF TEN (10) YEARS

SUPPLIER NAME:

**ANNEXURE 3D
STAGE 2 TECHNICAL CHECKLIST**

1. All service providers must complete Annexure 3C and include it as part of their proposal submission.
2. Each item must be marked as “**Compliant (Yes)**” or “**Non-Compliant (No)**”, and accompanied by a reference to the relevant section or page number in the proposal where supporting evidence can be found.
3. Proposals that omit the checklist or fail to provide clear references will be deemed non-responsive.
4. This checklist is provided for administrative and referencing purposes only to assist the Department to locate information within proposals. It does not constitute evaluation, scoring or ranking. A “Yes” response does not imply compliance, adequacy or acceptability.

Nr	Requirement	Compliant (Yes/No)	Proposal Reference	Notes
A. Company & Project Experience				
A1	Company experience relevant to GMDSS / MSI / COSPAS-SARSAT services	<input type="checkbox"/>		
A2	Signed reference letters with contactable references	<input type="checkbox"/>		
B. Project Leadership				
B1	CV and qualifications of proposed Project Leader	<input type="checkbox"/>		
B2	Evidence of maritime / GMDSS / safety-of-life experience	<input type="checkbox"/>		
7 C. Project Team Composition				
C1	Proposed project team structure and roles	<input type="checkbox"/>		
C2	CVs and certified qualifications of team members			
C3	IT security / governance capability			
D. Methodology & Service Delivery Approach				
D1	Proposed methodology for service delivery			
D2	Risk management and business continuity approach			
D3	Transition and handover approach			
E. Infrastructure & Maintenance				
E1	Infrastructure and equipment maintenance plan			
E2	OEM support and commitment framework			
E3	Data, configuration and knowledge transfer approach			
F. Service Deliverables				
F1	GMDSS and MSI service delivery approach			
F2	COSPAS-SARSAT and SAFREP service delivery approach			

Bidder Declaration:

I declare that the information provided above is true and correct.

Bidder Name:	
Authorised Signatory:	
Signature:	
Date:	

ANNEXURE 4A

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

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

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

ANNEXURE 4B



transport

Department:
Transport
REPUBLIC OF SOUTH AFRICA



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

DOT/XX/XXX/XX

1 RULES OF BIDDING

1.1 VIRTUAL INFORMATION SESSION

- 1.1.1 A virtual information session will take place on 23 April 2026, time and link to be provided to the potential service providers after registration. The virtual information session will provide an opportunity to clarify aspects of the process as set out in the Request for Information.
- 1.1.2 Firms may ask for clarification on this RFI 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 virtual Information Session 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, must be submitted together with the technical proposal.**
- 1.2.3 Format of submission of proposals:
- Envelopes must be clearly marked with Company name, DOT Nr and whether it is the technical or financial response.
 - 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.

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

- 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;

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

- 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

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

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:

b

- 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:

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

- 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 ten years.
- 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.

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- 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 Invoice.

The Contractor's Project Manager shall at the end of each deliverable submit a consolidated invoice, certified as correct by the Contractor's Project Manager, showing the actual work performed, hours worked, and manpower inputs for the task and associated costs accompanied by all supporting documents.

3.7.2 Detailed Pricing.

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

- a. Firm and inclusive of all costs, including disbursements. Firm 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.**

3.7.3 Fees

Domestic hotel accommodation may not exceed the prescribed National Treasury rates in terms of the Travel Framework, inclusive of VAT per night per person. (incl dinner, breakfast and parking), air travel must be restricted to economy class, and travel claims per kilometer may not exceed the rates approved by the Automobile Association of South Africa.

3.7.4 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.

3.7.5 Payment information

- a. An invoice only becomes due and payable:
 - i. When the Project Manager signs-off on the specific deliverable and submits the invoice for payment;
 - ii. When the invoice is correct with regards to calculations, information contained, banking details and supporting documents;
 - iii. Complies with the original quoted and contracted price.
- b. It is important to ensure that invoices are correctly submitted and reference the project name, DOT number and Order Number.
- c. Non-compliance will delay the payment process.

3.7.6 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.

3.7.7 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.

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

- 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 PENALTY REGIME

- 3.9.1 Poor performance will result in penalties that include withholding of a minimum 30% of the total invoice of each affected phase / milestone until it is fixed before the final product is submitted. In the case where the performance has not been improved to the satisfaction of the Department and the final product is handed over, the original amount held back will not be paid over to the Service Provider under any circumstances. On the other hand an improved quality and/or performance, at the satisfaction of the Department, will require the outstanding part of the held back invoice to be paid to the Service Provider in full but with no additional interest.
- 3.9.2 The project milestones / phases are expected to be adhered to. Any deviation must be approved by the Department prior to any commencement of the changes. Failure to do so will result in a 5% non-payment of that particular and/or affected phase(s).
- 3.9.3 Notwithstanding item 6.9.2 above, failure to meet the deadline as stipulated in item 8 will result in 30% of the total outstanding payments for the project as whole not being paid over to the Service Provider if the poor performance is attributed to the Service Provider unless there is undisputed evidence that the fault lies with the Department."

3.10 TERMINATION

- 3.10.1 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."

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

- 3.10.2 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.
- 3.10.3 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.
- 3.10.4 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.
- 3.10.5 The Preferred Service Provider may be required to enter into a Service Level Agreement (SLA) prior to appointment.
- 3.10.6 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.
- 3.10.7 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

ANNEXURE 4C

NON DISCLOSURE AGREEMENT (NDA)

BETWEEN:

DEPARTMENT OF TRANSPORT

(Hereinafter referred to as “the DOT”)

Represented by XXXXXXXXX

in his/her capacity as XXXXXXXXX

And

XXXXXXXXXX

(Hereinafter referred to as “the Company”)

Represented by XXXXXXXXX

in his/her capacity as XXXXXXXXX

WHEREAS

The DOT and the Company wish to exchange Information [as defined below] and it is envisaged that each party may from time to time receive Information relating to the other in respect thereof. In consideration of each party making available to the other such Information, the parties jointly agree that any dealings between them shall be subject to the terms and conditions of this Agreement which themselves will be subject to the parameters of the Bid Document.

THE PARTIES AGREE AS FOLLOWS:

1 DEFINITION AND INTERPRETATION

1.1 In this Agreement, unless the context indicates otherwise:

- 1.1.1 "Agents" means directors, employees, agents, professional advisers, contractors, sub-contractors, or any executive member of a party.
- 1.1.2 "Bid" or "Bid Document" means the DOT's Request for Information (RFI), Request for Proposal (RFP), or Request for Quotation (RFQ), as applicable.
- 1.1.3 "Confidential Information" means any information relating to the Disclosing Party, its business, operations, systems, plans, strategies, market opportunities, know-how, trade secrets, or affairs, whether written, oral, electronic, or otherwise, including information derived from such information. Confidential Information excludes information which:
 - a. is publicly available at the time of disclosure (other than through a breach of this Agreement);
 - b. was lawfully in the Receiving Party's possession prior to disclosure;
 - c. becomes available from a third party not bound by confidentiality obligations.
- 1.1.4 "Information" means all information in any form, including systems, operations, plans, intentions, market opportunities, know-how, trade secrets, and business affairs.
- 1.1.5 "Personal Information" has the meaning assigned in the Protection of Personal Information Act, 2013 ("POPIA").
- 1.1.6 "Responsible Party" and "Operator" have the meanings assigned in POPIA.

2 CONFIDENTIALITY OBLIGATIONS

- 2.1 The Receiving Party shall treat all Confidential Information as secret and confidential and shall not disclose it without the Disclosing Party's prior written consent.
- 2.2 Confidential Information shall be used solely for:
 - 2.2.1 evaluating or participating in the Bid; or
 - 2.2.2 performing any resulting contract.
- 2.3 The Receiving Party may disclose Confidential Information:
 - 2.3.1 to its Agents strictly on a need-to-know basis, provided they are bound by confidentiality obligations;
 - 2.3.2 where required by law or regulatory authority, subject to clause 2.4.
- 2.4 Where disclosure is required by law, the Receiving Party shall notify the Disclosing Party promptly and cooperate regarding the form and scope of disclosure.
- 2.5 If Confidential Information is used or disclosed unlawfully, the Receiving Party shall immediately notify the Disclosing Party and take all reasonable steps to remedy or mitigate the breach.
- 2.6 Confidential Information remains the property of the Disclosing Party. No rights or licences are granted except as expressly provided.

3 RECORDS, STORAGE, AND RETURN OF INFORMATION

- 3.1 The Receiving Party shall ensure secure storage of all Information.
- 3.2 A written record of all Confidential Information received and copied shall be maintained and provided to the DOT upon request.
- 3.3 Within seven (7) days of written demand, the Company shall:
 - 3.3.1 return all Confidential Information and copies;
 - 3.3.2 permanently delete or destroy all electronic copies from all systems, devices, and backups (where feasible).
- 3.4 A director of the Company shall certify compliance with clause 3.3.

4 ANNOUNCEMENTS AND PUBLICITY

- 4.1 No announcements regarding the Bid may be made without prior written consent.
- 4.2 Neither party may use the other's name or information for publicity or marketing without written consent.

5 DURATION

- 5.1 Confidentiality obligations survive termination of discussions and remain in force for five (5) years thereafter.

6 PRINCIPAL

- 6.1 Each party confirms that it is acting as principal and not as nominee, agent or broker for any other person and that it will be responsible for any costs incurred by it or its advisers in considering or pursuing the Bid and in complying with the terms of this Agreement.

7 ADEQUACY OF DAMAGES

- 7.1 Nothing contained in this Agreement shall be construed as prohibiting the Disclosing Party from pursuing any other remedies available to it, either at law or in equity, for any such threatened or actual breach of this Agreement, including specific performance, recovery of damages or otherwise.

8 DATA PROTECTION & POPIA COMPLIANCE

- 8.1 The parties acknowledge their obligations under POPIA. The DOT acts as Responsible Party and the Company as Operator where the Company processes Personal Information on behalf of the DOT.

- 8.2 The Company shall process Personal Information only:
 - 8.2.1 on the DOT's written instructions;
 - 8.2.2 for the purpose of the Bid or resulting contract;
 - 8.2.3 in accordance with POPIA's conditions for lawful processing.
- 8.3 The Company shall implement appropriate, reasonable technical and organisational measures as required by POPIA section 19, including safeguards against:
 - 8.3.1 loss,
 - 8.3.2 damage,
 - 8.3.3 unauthorised destruction,
 - 8.3.4 unlawful access or processing.
- 8.4 The Company shall not transfer Personal Information outside South Africa without:
 - 8.4.1 written consent from the DOT; and
 - 8.4.2 compliance with POPIA section 72.
- 8.5 All Agents with access to Personal Information must be:
 - 8.5.1 bound by written confidentiality obligations;
 - 8.5.2 trained on POPIA compliance.
- 8.6 The Company shall notify the DOT immediately in writing of any:
 - 8.6.1 data breach,
 - 8.6.2 security compromise,
 - 8.6.3 unauthorised access,
 - 8.6.4 loss or destruction of Personal Information.
- 8.7 Upon termination or request, the Company shall return or securely destroy all Personal Information and provide a written destruction certificate.
- 8.8 Personal Information remains the property of the DOT.

9 GENERAL

- 9.1 Neither party may assign the benefit of this Agreement, or any interest hereunder, except with the prior written consent of the other.
- 9.2 No failure or delay in exercising any right, power or privilege under this Agreement will operate as a waiver of it, nor will any single or partial exercise of it preclude any further exercise or the exercise of any right, power or privilege under this Agreement or otherwise.
- 9.3 The provisions of this Agreement shall be severable in the event that any of its provisions are held by a court of competent jurisdiction or other applicable authority to be invalid, void or otherwise unenforceable, and the remaining provisions shall remain enforceable to the fullest extent permitted by law.
- 9.4 This Agreement may only be modified by a written agreement duly signed by persons authorised on behalf of each party.
- 9.5 Nothing in this Agreement shall constitute the creation of a partnership, joint venture or agency between the parties.
- 9.6 This Agreement will be governed by and construed in accordance with South African law and the parties irrevocably submit to the exclusive jurisdiction of the South African courts.

10 COUNTERPART SIGNING OF THE AGREEMENT

- 10.1 The Parties agree that this NDA may be signed at different times in different places and in copy, provided the content of the agreement and signatures are exact replicas (counterparts) of the original when consolidated.
- 10.2 The signed NDA's when consolidated shall constitute a binding Agreement between the Parties.

10.3 THUS DONE AND SIGNED by or on behalf of the PARTIES, by the duly authorized representatives in the presence of the undersigned witnesses:

DEPARTMENT OF TRANSPORT	XXXXXXXXXX
----- XXXXXXXXXX XXXXXXXXXX	----- XXXXXXXXXX XXXXXXXXXX
DATE:	DATE:
AS WITNESSES 1 ----- 2 -----	AS WITNESSES 1 ----- 2 -----

SCHEDULE 1: CYBERSECURITY REQUIREMENTS

(Aligned to ISO/IEC 27001 and DPSA ICT Security Norms)

The Company shall implement and maintain security controls meeting or exceeding the following standards:

1 INFORMATION SECURITY MANAGEMENT SYSTEM (ISMS)

- 1.1 Maintain an ISMS aligned to ISO/IEC 27001 or equivalent.
- 1.2 Conduct annual risk assessments and make results available to the DOT upon request.

2 ACCESS CONTROL

- 2.1 Enforce least-privilege access.
- 2.2 Implement multi-factor authentication for all administrative access.
- 2.3 Maintain access logs for at least 12 months.

3 NETWORK & SYSTEM SECURITY

- 3.1 Maintain firewalls, intrusion detection/prevention systems, and endpoint protection.
- 3.2 Apply security patches within:
 - 3.2.1 14 days for critical vulnerabilities
 - 3.2.2 30 days for others
- 3.3 Segregate DOT data from other client environments.

4 DATA SECURITY

- 4.1 Encrypt DOT data:
 - 4.1.1 in transit using TLS 1.2+
 - 4.1.2 at rest using AES-256 or equivalent

4.2 Prohibit storage of DOT data on personal devices unless explicitly authorised.

5 INCIDENT MANAGEMENT

5.1 Maintain an incident response plan aligned to ISO 27035. 5.2 Notify the DOT of any incident affecting DOT data within 24 hours.

6 BUSINESS CONTINUITY & DISASTER RECOVERY

6.1 Maintain BCP/DR plans aligned to ISO 22301. 6.2 Ensure recovery time objectives (RTO) and recovery point objectives (RPO) meet DOT requirements.

7 AUDIT RIGHTS

7.1 The DOT may audit the Company's compliance with this Schedule on reasonable notice.

7.2 The Company shall remediate any findings within agreed timelines.