

CORRIGENDUM 1: CORRECTION OF BRIEFING SESSION AND BID CLOSING DATES

APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF SHORT-TERM VEHICLE RENTALS, CHAUFFEUR DRIVE AND BUS SERVICES FOR OFFICIAL FUNERALS AND STATE EVENTS

Prospective bidders are hereby informed that discrepancies were identified in the bid documentation published on **31 August 2026** in respect of the **briefing session date** and **bid closing date**.

The correct details are as follows:

1. Briefing Session

The briefing session is **non-compulsory** and will be held as follows:

Correct Date: 08 September 2026

Time: 11:00

Venue: Virtual

The briefing session was incorrectly reflected as **07 September 2026** in the document titled **“Rules of Bidding and Closing Dates.”**

2. Bid Closing Date

The correct bid closing date and time are:

Correct Closing Date: 23 September 2026

Time: 11:00

The bid closing date was incorrectly reflected as **15 July 2026** in the document titled **“Special Conditions of Contract.”**

All other terms and conditions of the bid remain unchanged.

The corrected bid documents are attached to this corrigendum for the attention of all prospective bidders.

Prospective bidders are advised to take note of the above corrections and to use the corrected documents when preparing their bids.



SPECIAL CONDITIONS OF CONTRACT FOR

**APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF
SHORT-TERM VEHICLE RENTALS, CHAUFFEUR DRIVE AND BUS
SERVICES FOR OFFICIAL FUNERALS AND STATE EVENTS**

CLOSING DATE AND TIME OF BID: DOT/08/2026/COO

23 September 2026 11:00

BID VALIDITY PERIOD: 120 DAYS

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Section A

1. DEFINITIONS

- 1.1. **Accounting Officer** – bears the same meaning as defined in the Public Finance Management Act (PFMA) or the Municipal Finance Management Act (PFMA/MFMA)
- 1.2. **Fuel Card** – an EMV chip-and-PIN card supplied by the Contractor to facilitate transactions for fuel where required.
- 1.3. **Contractor / Service Provider** – the successful bidder who is awarded the contract to maintain and administer the required and specified services to the Department of Transport (DOT).
- 1.4. **Driver** – an official / employee in possession of a valid unendorsed driver's license and/ or PDP which enables them to drive a specific category of vehicle.
- 1.5. **Road side assistance** - means any assistance rendered to the driver of a vehicle when the vehicle has suffered a mechanical failure or when the vehicle was involved in an accident or incident that leaves the driver stranded. Such assistance can include the towing of the vehicle or repair of the vehicle on the side of the road.

2. ABBREVIATIONS

- | | |
|---------------|---|
| 2.1. COF | : Certificate of Fitness as required under Road Traffic Legislation |
| 2.2. CPA | : Contract Price Adjustment |
| 2.3. CPI | : Consumer Price Index |
| 2.4. DIRCO | : Department of International Relations and Cooperation |
| 2.5. MPV | : Multi-Purpose Vehicle |
| 2.6. SAPS | : South African Police Services |
| 2.7. SUV | : Special Utility Vehicle |
| 2.8. STATS SA | : Statistics South Africa |
| 2.9. VAT | : Value- Added Tax |

3. LEGISLATIVE AND REGULATORY FRAMEWORK

- 3.1. This bid and all contracts emanating there from will be subject to the General Conditions of Contract issued in accordance with Treasury Regulation 16A published in terms of the Public Finance Management Act, 1999 (Act 1 of 1999).
- 3.2. The Special Conditions of Contract are supplementary to that of the General Conditions of Contract. However, where, the Special Conditions of Contract are in



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conflict with the General Conditions of Contract, the Special Conditions of Contract prevail.

3.3. This bid is subject to all applicable industry-related legislation, particularly the legislation stated below:

3.3.1. National Road Traffic Act, 1996 and its Regulations

4. COUNTER CONDITIONS

4.1. Bidders' attention is drawn to the fact that amendments to any of the Bid Conditions or setting of counter conditions by bidders may result in the invalidation of such bids.

5. CONTRACT PRICE ADJUSTMENTS

5.1. General

5.1.1. The contract will allow for an automatic annual CPI price adjustment. The contractor will be required to make a submission to the Department of Transport as set out in the below tables for confirmation by the department, prior to implementation.

5.2. Cost Components and Proportion

5.2.1. The cost components of the contract price usually constitute the cost of materials (raw material or finished product), cost of direct labour, cost of transport and those other costs which are inclined to change. The proportions are the contribution to the contract price of each of these cost components. In this bid the following cost components will be used to calculate contract price adjustments as the contractor will only charge the department and administration fee.

Cost Component	% Contribution
Headline CPI	100%
TOTAL (Cost components must add up to 100%)	100 %

5.3. The Applicable Indices / References



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- 5.3.1. The applicable index refers to the relevant market index, which is a true reflection of price movement(s) in the cost over time. In this bid the following indices or reference will be applicable:

Cost component	Index Publication	Index Reference
All items	STATS SA Statistical release P0141 (CPI Publication)	Table A: Consumer Price Index: Main Indices, All items (CPI Headline)

- 5.3.2. The base index date applicable to the formula is defined as the date at which the price adjustment starts. In this bid the base index date is February 1 June 2026.

5.4. Price Adjustment Periods

- 5.4.1. The application for a price adjustment must be submitted one month prior to the commencement date of the increase. The submission needs to be made to the Section: Government Fleet at the Department of Transport.
- 5.4.2. The price adjustment will be applicable to all items as specified in the Pricing Schedule to this bid (Annexure B). The Department of Transport (DOT) in turn shall claim a decrease in rates should the CPI decreases under the same conditions as applicable to the Contractor.
- 5.4.3. Adjustment to contract prices may be applied for at the following dates as contained in the table below: The Contractor will be allowed to apply for an annual CPI (All items) adjustment as per the Headline CPI

Adjustment	CPI application to reach the office at the following dates	Dates from which the adjusted price will become effective
1 st Adjustment	1 September 2027	1 October 2027
2 nd Adjustment	1 September 2028	1 October 2028
3 rd Adjustment	1 September 2029	1 October 2029
4 th Adjustment	1 September 2030	1 October 2030



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- 5.4.4. The administration fee will be adjusted annually on the anniversary date of the contract. The contractor will need to apply for the said adjustment one month prior to the anniversary date of the contract. The end index date will be the index applicable three months prior to the annual adjustment.

Section B

Category A: General

1. ROLES AND RESPONSIBILITIES

1.1. Contract Administration

- 1.1.1. The administration and facilitation of the contract will be the responsibility of Department of Transport (DOT), Directorate: Government Fleet and all correspondence in this regard must be directed to the following address:

The Director: Government Fleet,
Department of Transport,
Private Bag X113,
Pretoria, 0001

- 1.1.2. Contractors must immediately notify the Directorate: Government Fleet, Department of Transport (DOT) of any unforeseeable circumstances that may adversely affect the execution of the contract. Full particulars of such circumstances, including the anticipated period of delay, must be provided.

1.2. Supplier Performance Management

- 1.2.1. Supplier performance management will be the responsibility of the Directorate: Government Fleet, Department of Transport.

2. CONTRACT MANAGEMENT

- 2.1. The contractor will appoint a contract manager that will serve as a nodal point of contact and for notification of events. Where required, the contractor may identify an individual to manage a specific event.

3. INTRODUCTION TO REQUIREMENTS

- 3.1. The Department of Transport requires an all-inclusive, flexible fleet solution to support the execution of its responsibilities in Official State Funerals and other International



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State events hosted by the Government of the Republic of South Africa. The required services will be provided within the Republic of South Africa and can be summarized as follows:

3.2. Category A: General Requirements

- 3.2.1. This is the general requirement of the contract as it refers to the conditions of all services to be rendered under this contract.

3.3. Category B: Short Term Vehicle Rental

- 3.3.1. The Department of Transport seeks to appoint a suitably qualified contractor to render short-term vehicle rental and associated administrative services for Official State Funerals and State events.
- 3.3.2. These short-term rental services shall be determined by the location of each event and are therefore not restricted to specific geographical areas. The bid therefore also makes provision for vehicle relocation costs, where required.

3.4. Category C: Chauffeur Drive Services, Bus and/or Shuttle services

- 3.4.1. A chauffeur-driven service for various vehicles, depending on the requirements of the events, is required. Some events may require overnight accommodation for drivers, depending on the location and duration of the event.

3.5. Category D: Other Services

- 3.5.1. "Other Services" refers to additional support services that may be required for events, including but not limited to car wash services, on-site administrative support, event coordination, and driver management during events.

4. BACKGROUND AND ESTIMATED QUANTITIES

- 4.1. The number of vehicles will be determined prior to each event, based on the vehicle requirements received from DIRCO and SAPS.
- 4.2. The estimated amount spent on events from January 2021 is R100 million. And is an indication of the size and volumes of the contract. This is solely provided as a guideline for the purpose of preparing this bid.
- 4.3. The Department of Transport (DOT) does not guarantee the amount or any number of vehicles required for future events.



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- 4.4. The below table set out a summary of the events the Department of Transport was responsible for with a breakdown of the number of vehicles, buses and the location of the event.

Date	Type of Event	Number of luxury vehicles	Number of Buses	Location
Jan-21	Funeral	0	3	Cape Town
Jan-23	Funeral	0	5	Johannesburg
Oct-23	Summit	470	0	Johannesburg
Nov-23	Summit	70	7	Pretoria
May-24	Funeral	0	4	Johannesburg
Jun-24	Inauguration	350	53	Pretoria
Oct-24	Funeral	0	4	Cape Town
Oct-24	Funeral	0	4	Tzaneen
May-25	Funeral	0	4	Johannesburg
Mar-25	Funeral	0	4	Bloemfontein
Sept-25	Funeral	0	4	Emahlaleni
Oct-25	Funeral	0	4	Richardsbay
Jul-25	Funeral	0	10	Mbombela
May-25	Funeral	0	4	Johannesburg
Jan-25	Funeral	0	4	Empangeni
May-25	Funeral	0	4	Johannesburg
Nov-25	Summit	550	70	Johannesburg
Aug-26	Summit	109	0	Durban

5. SECURITY AND CONFIDENTIALITY OF DATA

- 5.1. To protect the data generated by this contract, the Contractor shall have in place, and shall maintain, suitable back-up procedures and disaster plans to protect data. The Contractor shall back-up all electronic data on a daily basis. Any costs associated with the recapture and processing of data for whatever reason shall be borne by the Contractor.

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6. RISK MANAGEMENT

- 6.1. The Contractor's systems and procedures shall incorporate both preventative and detective safeguards capable of preventing and detecting fraudulent transactions.
- 6.2. The Contractor shall report in writing to the Department of Transport any suspected irregularities involving an official, or any other person immediately upon the suspicion arising.
- 6.3. In terms of the operations of this contract, the Contractor shall:
 - 6.3.1. Take adequate steps (including rotation of staff where practical) to minimize the risk of collusion among its staff and subcontractors.
 - 6.3.2. Assist the Department of Transport in investigating any irregularities by providing any information and/ or evidence that it may have. The information provided shall be sufficient to enable the Department of Transport to institute investigations and / or take corrective action or institute disciplinary action against employees in the employment of The State.
 - 6.3.3. Avail any of its staff at no additional cost to the Department of Transport to assist in any investigations, disciplinary or criminal actions.
- 6.4. The Contractor shall be liable for all cost or damages incurred by the Department of Transport where:
 - 6.4.1. Costs or damages is a result of irregularities involving the staff of the Contractor or subcontractor.
 - 6.4.2. Where preventative and detective safeguards failed.
 - 6.4.3. Where fuel fraud can be proven, the Contractor has the right to recover any losses from individuals involved and institute the required criminal proceedings.

7. EQUIPMENT AND MATERIALS

- 7.1. The Contractor shall provide all equipment, materials, sundry items such as stationery, incur any delivery charges, postage, telephone, data, photocopy costs and the like that may be required for purposes of the contract, as part of the cost of the contract.

8. AUDITS AND INSPECTIONS

- 8.1. The Department of Transport reserves the right to inspect and audit any document pertaining to this contract within five years of the date of expiry of the contract. This



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may also include queries and complaints. The Contractor shall provide any assistance free of charge that may be required in this regard.

- 8.2. The cost of inspections and audits shall be borne by the Contractor where the Department of Transport can provide reasonable grounds to prove inaccuracy of information provided by the Contractor or deliberate misrepresentation by the Contractor.
- 8.3. The Department of Transport reserves the rights to conduct audits on the status of the contract and the Contractor shall provide any assistance free of charge that may be required in this regard.
- 8.4. Should any audit or inspection reveal that the Contractor has not complied with any of the terms of this contract, the Contractor shall be charged for the cost of the audit or inspection as well as the cost of any losses incurred by the Department of Transport associated with such non-compliance

9. CONTRACT IMPLEMENTATION

- 9.1. The contractor shall make available all services as set out in the contract from the commencement date of the contract. No additional contract implementation period shall be provided for.

10. PLANNING FUNCTION

- 10.1. Some of the major events require up-front planning sessions and meetings. The contractor should participate in these planning sessions or meetings when requested to do so at no additional cost to the Department of Transport.

11. SERVICE LEVELS

- 11.1. The Special Conditions of Contract set out the required services and specified service levels. The service levels stipulated herein are non-negotiable, and the Department will therefore not enter into a separate Service Level Agreement.

12. FINANCIAL CONSIDERATIONS

12.1. General

- 12.1.1. The price must be submitted and reflected in the pricing schedule attached as Annexure B.
- 12.1.2. The Department of Transport (DOT) will not authorize any payments for any amounts over and above those reflected on the pricing schedule. The bidder cannot



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submit any fee structures that are not included in the pricing schedule attached as Annexure B.

- 12.1.3. The Department of Transport (DOT) will not pay funding interest for any goods or services procured under this contract.
- 12.1.4. The Department of Transport (DOT) will not accept any charges for items that are not contained in the Special Conditions of Contract.
- 12.1.5. The Contractor must ensure and demonstrate that they have access to sufficient funding to cover all transactions under this contract with the Department of Transport until such time as payment is received.
- 12.1.6. The Department of Transport will not pay any deposits prior to events taking place, but will only pay for the full complement of services upon the presentation of the verified invoice.
- 12.1.7. When sourcing quotations from suppliers prior to an event, the Contractor shall negotiate on behalf of the Department of Transport to ensure the most cost-effective execution of the event.

12.2. Placement of Orders and Payments

- 12.2.1. Orders will be placed directly by the Directorate: Government Fleet or any other party nominated by the Directorate: Government Fleet for services to be rendered.
- 12.2.2. The process for the placement of orders and the confirmation thereof will be agreed to by the Directorate: Government Fleet and the Contractor.
- 12.2.3. Order(s) will be placed as and when required during the contract period and delivery points will be specified per event.

12.3. Billing principles

12.3.1. Short term vehicle rentals:

- 12.3.1..1. Where the Contractor is also the owner of the vehicle, the Department of Transport will approve a quoted amount that is aligned with the prevailing market price.
- 12.3.1..2. The Contractor shall provide the Department of Transport with a full breakdown of the cost per vehicle, in accordance with the invoices

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received from its suppliers. This will include at least the following information:

- Vehicle registration number
- Supplier invoice number
- Vehicle description
- Billing start date
- Billing end date
- Number of days
- Daily rate
- Start, end and total kilometers
- Free and Excess kilometers
- Fuel (on return of the vehicle), Oil and Toll
- Delivery and Collection charges
- Traffic fine administration fees
- Damage or excess charges (Including administration fees as charged by the third-party supplier)
- Other costs levied by the supplier such as Contract Fees, Administration fees and Tourism Levies.
- Total rental cost invoiced by the supplier.
- Total cost including the Contractors administration fee.
- Fuel charges as invoiced by the financial service provider, per fuel cards for all fuel card transactions and the Contractors administration fee.

12.3.2. Chauffeur Drive Services, Bus and/or Shuttle services

12.3.2..1. The following information must be provided as part of the breakdown of costs for bus services:

- Type of vehicle or bus
- Daily rate
- Overtime rate
- Billing start date
- Billing end date
- Delivery / Collection / Movement charges
- The Department of Transport will not pay any fuel, toll, damage or additional driver charges.
- Total rental cost invoiced by the supplier
- Total cost including the Contractors administration fee

12.3.3. Other costs

- Car washes will either be charged per vehicle or provided as on-site services. This will be confirmed with the Contractor based on the nature of the event.



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- The Department of Transport will only be liable for costs that are in line with the approved orders placed and where the third-party supplier invoices support the amounts billed.

12.4. **Billing and invoices**

- 12.4.1. Upon conclusion of the event, the Contractor shall submit to the Department of Transport an Excel spreadsheet detailing the actual services rendered, together with the relevant charges as set out in the original pricing schedule, as well as all supporting documentation from third-party suppliers.
- 12.4.2. The contractor will generate the invoice once all charges have been agreed to by both parties.
- 12.4.3. The invoice should be reconcilable with the invoices as provided by the third-party supplier to the contractor.
- 12.4.4. Payment to the Contractor will be done within 30 days of receipt of the approved tax invoice.
- 12.4.5. All invoices for services rendered during the contract period should be submitted for payment within a maximum period of two months.

13. PENALTIES

- 13.1. Failure to render the services as set out in this contract to the acceptable levels, will either constitute a breach in contract that will lead to termination of the contract or the levying of penalties for the rendering of substandard services. Please refer to the table below that sets out the penalties.

Short term vehicle rentals	
Service Failure	Penalty Applicable
Non-delivery of vehicles	Double the cost of the vehicle rental per day
Late delivery of vehicle	The daily vehicle rental charge will be applicable for late delivery within 24 hours, with double the daily rate of the vehicle rental per day for every 24 hours thereafter
Sub-standard vehicle	50% of the daily vehicle rental charge
Chauffeur Drive Services, Bus and/or Shuttle services	



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Service Failure	Penalty Applicable
No show	Double the cost of the daily vehicle rental
Late arrival	The daily rental charge once the first movement commenced
Sub-standard vehicle	Double the vehicle cost of the vehicle rental per day
Vehicle not roadworthy	The daily vehicle rental charge

- 13.2. Any penalties incurred for a specific event will be addressed as part of the billing process for that event.

14.REPORTING

- 14.1. The contractor will be required to provide a close out report per event. The contents of these reports will be agreed to between the Contractor and the Department of Transport.

Category B: Short Term Vehicle Rental

1. GENERAL

- 1.1. The Department of Transport (DOT) requires short term vehicle rentals for vehicles to be used for the transportation of VIP guests. These vehicles will be driven by the SAPS and/or government support staff.
- 1.2. The contractor will not be allowed to display any branding on vehicles and no personalized number plates will be accepted.
- 1.3. All vehicles should be neutral color such as black, white and grey. A different colored vehicle can only be delivered after agreement with the Department of Transport.
- 1.4. All vehicles provided must be road worthy and adhere to the requirements of all Road Transport legislation.
- 1.5. All vehicles must not be older than two years and should be well maintained and reliable.



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- 1.6. The Department of Transport will not be liable for any costs, should a vehicle not be available for rendering the required services at the time of such services being required.
- 1.7. The vehicles required for each event are in line with the courtesies as prescribed by DIRCO and the safety requirements of SAPS. The vehicles are mainly used for the transportation of VIP's, VVIP's Eminent persons, delegations and support staff.
- 1.8. The following types of vehicles are typically used for events:
 - 1.8.1. Sedans, Hatchbacks, SUV and Crossover vehicles
 - 1.8.2. High performance sedans / hatch
 - 1.8.3. Large luxury sedans (S-Class Mercedes Benz, 7 Series BMW or similar)
 - 1.8.4. Medium luxury sedans (E Class Mercedes Benz, 5 Series BMW or similar)
 - 1.8.5. Small luxury sedans (C Class Mercedes Benz, 3 Series BMW or similar)
 - 1.8.6. SUV's (Toyota Fortuner, Ford Territory or similar)
 - 1.8.7. Luxury SUV's (BMW X5, BMW X7, BMW X3, Mercedes G Class or similar)
 - 1.8.8. MPV's (VW Kombi, Hyundai H1, Mercedes V Class or similar)
- 1.9. The above list is provided as examples of the types of vehicles required and are not and endorsement of specific brands.
- 1.10. The vehicle makes and models will be agreed to with the Contractor prior to each event to ensure that the requirements from DIRCO and SAPS are met.
- 1.11. The Department of Transport acknowledges that not all vehicles will necessarily be sourced from third-party rental providers, as the Contractor may own certain vehicles. Due to the various factors influencing vehicle rental pricing, as well as the volatility of costs such as fuel prices, exchange rates, and other geopolitical factors, the Department is unable to request a fixed contract price.

In instances where the Contractor is the owner of a vehicle, the Contractor shall submit a quotation per event that is aligned with market-related rates. The Department reserves the right to benchmark such quotations against those of other potential service providers offering similar services.

2. DELIVERY AND MOVEMENT OF VEHICLES

- 2.1. The Department of Transport will pay for the delivery and collection of vehicles.
- 2.2. Should it be required, the Contractor may make arrangements for the early delivery of vehicles due to the quantities required for the event. However, the Department of Transport will only be liable for the agreed daily rate as per the vehicle booking and not for any additional days. Vehicle bookings will normally require delivery of vehicles two days prior to the event and collection two days after the event.

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- 2.3. Some events will be in locations where the required vehicles may not be readily available. This will require the contractor to make arrangements for the vehicles to be transported. The contractor will be required to move vehicles from different destinations to ensure that the vehicle requirements are met.
- 2.4. The Department of Transport will pay for the movement of vehicles where required, after consultation with the Contractors. The movement costs will be included in the delivery and collection charged of the vehicles. The Contractor must provide supporting documentation as proof that the vehicle was moved and from which location it was moved.

3. INSURANCE

- 3.1. The Contractor must ensure that comprehensive vehicle insurance cover is provided for all vehicles rented to the Department of Transport (DOT). The Department of Transport will be liable for the insurance excess fee as charged by the third-party insurer.
- 3.2. The Department of Transport (DOT) will only be liable for the payment of a maximum excess fee of 5% of the vehicle value.
- 3.3. The Department of Transport (DOT) will pay the actual cost for all damage below the specified 5% excess fee. The Department of Transport (DOT) will only pay an amount equal to the lowest of three quotations for the repairs of any damage.

4. FUEL

- 4.1. The contractor will be required to provide fuel cards to be utilized for the refueling of all rented vehicles.
- 4.2. Every fuel card must have the following information embossed on it:
- 4.2.1. The vehicle registration number
 - 4.2.2. The color of the vehicle
 - 4.2.3. The vehicle make and model
 - 4.2.4. Or as otherwise agreed to with the Department of Transport
- 4.3. The contractor must provide these fuel cards prior to the commencement of the event upon the delivery of the vehicles.
- 4.4. Bulk fuel cards must be made available on request with the limit to be specified by the Department of Transport for a specific event.
- 4.5. The Department of Transport (DOT) will be liable for a fuel card administration fee, a transaction fee, the value of the fuel oil or toll transaction and other charges that may be levied by the finance service provider.



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- 4.6. All vehicles must be delivered with a full tank of fuel.
- 4.7. Upon returning the vehicle, the contractor will have 72 hours after the return of the vehicle to refill the vehicle. The Department of Transport (DOT) will not be liable for any refueling charge if the refueling was not done within the required 72 hours.
- 4.8. The contractor must ensure that adequate measures are taken to prevent fuel card fraud. The Department of Transport (DOT) will not pay any fuel transaction where fraudulent activities can be proven.
- 4.9. Where practical and upon agreement with the Department of Transport, the contractor can, instead of issuing fuel cards, make arrangements with a fuel filling station within close proximity of the event or with the vehicle depot for refueling.
- 4.10. Fuel cards must only allow for fuel, oil and toll transactions.

5. TOLL FEES

- 5.1. The contractor must provide a card or e-tag for the payment of toll fees.
- 5.2. The Department of Transport (DOT) will be liable for the payment of all actual toll fees as charged.

6. VEHICLE CLEANING SERVICES

- 6.1. The contractor must provide onsite vehicle cleaning services for the duration of the event as specified in the planning process. Based on the event, alternative arrangements can be made after consultation with the Department of Transport.
- 6.2. Consideration should be given to a waterless vehicle cleaning solution as not every site may have access to running water.
- 6.3. Vehicle cleaning services will be paid for in terms of the actual cost for having the vehicle cleaning services available on site or per individual vehicle cleaned.
- 6.4. Where required, the contractor must supply the names of all staff that will be cleaning vehicles, within 48 hours of being requested to do so to allow for the required accreditation process to be completed.

7. VEHICLE INSPECTIONS AND HAND OVER PROCESS

- 7.1. The contractor must make available a sufficient number of staff to inspect vehicles during vehicle delivery.



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7.2. Vehicle inspection information must be provided electronically to the Department of Transport (DOT), specify the date, time, the make and model of the vehicle, the kilometer reading of the vehicle, the level of fuel and any identified damage at the time of delivery and again at the time of collection.

7.3. Vehicles will be handed over to the Department of Transport or any other third party as identified by the department, such as the SAPS VIP protection unit. The party taking delivery of the vehicles must sign the vehicle inspection sheet, confirming that the information provided is correct.

8. TRAFFIC FINE MANAGEMENT

8.1. The party taking delivery of a rental vehicle will provide the details of the driver of the vehicle or a proxy that will be responsible for the management or rerouting of all traffic fines.

8.2. The Department of Transport will not be liable for the payment of any traffic fines.

9. CANCELTION OF VEHICLES

9.1. The contractor must indicate the minimum period that will be allowed for the cancelation of a vehicle order without the Department of Transport incurring a cancelation fee. The department of Transport shall be liable for paying a cancelation fee.

10.ACCIDENT / INCIDENT MANAGEMENT

10.1. The contractor will be required to provide 24-hour road side assistance during each event.

10.2. All documentation and processes to be followed in the event of an accident or incident must be provided. This will include the relevant contact details for road side assistance.

11.SPONSORED VEHICLES

11.1. In order to reduce the cost for events, the Department of Transport may request sponsorship from various vehicle manufacturers or suppliers.

11.2. The contractor is required to facilitate the processes around these sponsorships. This will include the provision of fuel cards, car cleaning services, vehicle



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inspections, confirmation of the number of vehicles delivered, confirmation of vehicle delivery and return dates.

- 11.3. In the event of a partial sponsorship, the contractor will be required to pay the vehicle sponsor and bill the Department of Transport at the same rate.
- 11.4. The Department of Transport will be liable for any accident repair or insurance cost emanating from such a partial sponsorship. Where required and more cost effective, the Department of Transport can request the Contractor to arrange insurance.

Category C: Chauffeur Driven Services and Bus Services

1. GENERAL

- 1.1. The Department of Transport requires a chauffeur driven service for various vehicle types and bus services

2. DRIVER'S REQUIREMENTS

- 2.1. All drivers must be in possession of a valid driver's license and PDP at the time of the service being rendered.
- 2.2. Driver details must be provided to the Department of Transport within 48 hours of the request to do so to ensure that relevant accreditation can be obtained for the event.
- 2.3. The drivers will at all times need to ensure that the requirements of all Road Traffic Legislation and its Regulations are met.
- 2.4. All drivers should be equipped with cell phones with sufficient airtime for the duration of the event.
- 2.5. GPS devices should be made available to drivers where required.
- 2.6. Drivers should be professionally dressed in corporate wear.

3. VEHICLES

- 3.1. Vehicles should be well maintained and in a good condition without damage. All vehicles, where required by legislation should have valid Road Worthy Certificates.



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- 3.2. The interior of the vehicles should be clean with a neat and tidy appearance. The Department of Transport will not be responsible for any costs related to the cleaning of buses.
- 3.3. In the event of a breakdown, the contractor shall replace such a vehicle with a similar vehicle within such a period as to allow for the continuation of the services.
- 3.4. The Department of Transport will not be liable for any costs, should a vehicle not be available for rendering the required services at the time of such services being required due to a breakdown or not being roadworthy.

4. FOOD AND ACCOMODATION

- 4.1. It is the responsibility of the contractor to ensure that drivers are provided with food and accommodation where required. Some events will require the contractor to provide food parcels as drivers will not be released from their point of duty in order to purchase lunch.

5. CANCELATION OF SERVICE

- 5.1. A cancellation fee shall be payable for all services canceled less than 48 hours prior to the scheduled commencement of the service.

6. DOCUMENTATION AND BILLING

- 6.1. The contractor shall supply, as part of the supporting documentation in the billing process, a copy of the signed time sheet as signed by the government officials present at the time of the services being rendered. This shall include the date, time and kilometers travelled and odometer reading.
- 6.2. In the event that services are rendered on consecutive days, the time sheets can be signed upon the completion of the service at the end of such period.
- 6.3. The Department of Transport (DOT) will not pay for any services where the signed time sheet cannot be provided.
- 6.4. All chauffeur driven services will include 200km free per day.
- 6.5. The Department of Transport will not be liable for the payment of any fuel oil or toll costs.
- 6.6. The Department of Transport will not be liable for any costs related to incidents or accidents of buses or chauffeur driven vehicles.



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Category D: Other Services

1. GENERAL

- 1.1. These services are not normally required at the various events, but can be required due to the location and the accessibility of the venue.

2. STAND BY TOW TRUCKS

- 2.1. Stand-by tow trucks are normally required where limited access to the venue exists and a breakdown of a vehicle or bus may obstruct access to the venue in such a manner that the success of the event may be jeopardized
- 2.2. Where possible, the contractor will be required to make use of a local towing service providers to reduce cost.
- 2.3. The requirement is for a tow truck to be located in close proximity of the event at a pre-assigned location.
- 2.4. The standby service does not replace nor will it render the services as per the normal road side assistance required under car rental, unless instructed to do so.
- 2.5. The contractor will need to provide the vehicle and driver details, within 48 hours of being requested to do so to allow for the accreditation of the driver and the vehicle.
- 2.6. The Department of Transport will be liable for the price as invoiced by the supplier and the administration fee of the Contractor.
- 2.7. Standby tow trucks required may be a standard flatbed or a heavy-duty tow truck depending on the requirements of the event.

3. GOLF CARTS

- 3.1. Golf carts can be required for the of attendees where a normal vehicle will not be feasible, such as within a sport stadium or at a park and ride facility.
- 3.2. All golf carts will be operated by government officials.
- 3.3. The Department of Transport will be liable for the price as invoiced by the supplier and the administration fee of the Contractor.



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4. MARSHALLS

- 4.1. Some events may require marshals to assist with the movement of attendees, providing directions to guests and to assist with the loading of buses.
- 4.2. All marshals will need to be dressed in such a manner that will allow for ease of identification.
- 4.3. Marshalls will need to be made available in advance of the event to allow for site visits and training.
- 4.4. The contractor will provide the Department of Transport with the names and details of the marshals within 48 hours of the request to allow for accreditation.
- 4.5. Any costs for marshals will need to be included in the rental price of the buses.

END



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

DOT/08/2026/COO

APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF SHORT-TERM VEHICLE RENTALS, CHAFFUER DRIVE AND BUS SERVICES FOR OFFICIAL FUNERALS AND STATE EVENTS FOR A PERIOD OF 60 MONTHS

To be attached by bid office during publishing

1 RULES OF BIDDING

1.1 INFORMATION SESSION

1.1.1 A virtual non-compulsory briefing session will be held on:

Date: **8 September 2026**

Time: **11:00 am**

1.1.2 The non-compulsory Briefing provides bidders with an opportunity to clarify aspects of the process as set out in this document and to address any substantive issues that bidders may wish to raise.

1.1.3 Any Briefing Notes which may be issued by the Department to the bidders should be considered as part of this project.

1.1.4 Any questions regarding the contents of this bidding document, should be directed in writing to the contact persons provided herein.

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

1.2 FORMAT AND SUBMISSION OF BIDS

- 1.2.1 Bidders must submit their bids on the stipulated closing date and time. Late bids will not be considered. All late bids must be collected within seven (7) days failing which the DOT will discard of such late proposals.
- 1.2.2 **Bids must be submitted in two (2) envelopes, one (1) with the technical proposal and the other pricing. Supporting documents required for compliance including all the SDB documents except for SBD 3.3 and Annexure B (Pricing Schedule), must be submitted together with the technical proposal.**
- 1.2.3 Format of submission of proposals:
- a. Envelopes must be clearly marked with Company name, DOT Nr and whether it is the technical or financial response;
 - b. Proposals must be submitted as one (1) original and four protected soft copies. Soft copies must be exact copies of the original technical document, including all supporting documents, and should be labelled properly.
 - c. Soft copies are not required for financial proposals. If a bidder does submit the financial proposal in soft copies, those copies must be sealed in the envelope marked financial.
 - d. Including the financial proposal on the technical soft copy will lead to automatic disqualification.
- 1.2.4 In order to evaluate and adjudicate bids effectively, it is imperative that bidders submit responsive bids. To ensure a bid will be regarded as responsive it is essential to comply with all conditions pertaining to mandatory requirements.
- 1.2.5 Each bidder must attach all applicable documents in support of its bid in accordance with the requirements set out in this bid as well as any other relevant materials, photographs and/or attachments.
- 1.2.6 Each bid, once submitted, constitutes a binding and irrevocable offer to provide the Services on the terms set out in the bid, which offer cannot be amended after its date of submission.

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- 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 The Department of Transport (DOT) also reserves the right not to make an award in this bid or for a specific category of this bid.
- 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. The bidder should submit contact details of at least two different individuals to assist the Department of Transport (DOT) in terms of information or any queries that it might have regarding the company or the submitted bid documents.
- 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 will publish 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
- 1.2.12 The Department of Transport (DOT) reserves the right to request a site visit at the premises of the bidder and/or a presentation by the bidder if required. Any presentations shall be limited to the time period and topics as prescribed by the Bid Evaluation Committee.

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;

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

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

1.4.1 Tax compliance – General

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

1.4.2 Tax compliance – Consortia / Joint Ventures

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

1.4.3 Claiming of Preference Points – General

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



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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.

1.5 TENDER DEFAULTERS AND RESTRICTED SUPPLIERS

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

2 CONFIDENTIALITY OF INFORMATION & INTELLECTUAL PROPERTY RIGHTS

2.1 CONFIDENTIAL INFORMATION

- 2.1.1 **Confidentiality obligation.** Each Party ("the receiving Party") must treat and hold as confidential all information which they may receive from the other Party ("the disclosing Party ") or which becomes known to them concerning the disclosing Party during the duration of this Contract.
- 2.1.2 **Nature of the confidential information.** The confidential information of the disclosing Party shall, without limitation, include:
 - a. all software and associated material and Documentation, including information contained therein;
 - b. all information relating to :
 - i. the disclosing Party's past, present and future research and development;



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- ii. the disclosing Party's business activities, products, services, customers and clients, as well as its technical knowledge and trade secrets;
- iii. the terms and conditions of this Contract; and
- iv. the Department's data.

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

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

- a. it will only make the confidential information available to those of its Personnel who are actively involved in the execution of this Contract;
- b. it will initiate internal security procedures reasonably acceptable to the disclosing Party to prevent unauthorised disclosure and will take all practical steps to impress upon those Personnel who need to be given access to confidential information, the confidential nature thereof;
- c. subject to the right to make the confidential information available to their Personnel under clause 2.1.3 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:

- a. 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.
- b. The Department of Transport reserves the right to inspect and audit any document pertaining to this contract within five years of the date of expiry of the contract. This may also include queries and complaints. The Contractor shall provide any assistance free of charge that may be required in this regard.

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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 2.1.5 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.

2.2.6 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 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.

- a. All documents and information produced by the Contractor, including its employees and agents, in the fulfilment of the terms of this contract shall be and remain the sole property of the Department of Transport
- b. The Contractor, including its employees and agents, shall, on oral or written request from the department, submit any documentation and materials to the department within 24 hours of such request.
- c. The Department of Transport is, and remains, the sole owner of all data generated by the execution of this contract. The Contractor shall provide the data to the Department of Transport or a third party only upon written request in paper and/or electronic format, upon approval from the National Department of Transport.



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- d. All data generated through the execution of the contract remains the property of the Department of Transport. The Contractor shall endeavour to make all data available to the department upon conclusion of the contract. Such data should be made available in the prescribed format, and if requested to do so, transfer all data to an independent or any other third party as nominated by the Department of Transport.
- e. Any use of the data generated through the contract for any other use than the execution of the contract will need to be approved by the National Department of Transport.

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 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.
- 3.1.5 Bid submission requirements must be completed in sections and appendices provided in the bid document.
- 3.1.6 **ALL BIDDERS MUST BE REGISTERED ON THE CENTRAL SUPPLIER DATABASE AT NATIONAL TREASURY.** More information in this regard is available on www.ocpo.treasury.gov.za. Proof of registration must be submitted together with the technical proposal.



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

3.1.8 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. Standard Bidding Documents;
- c. SCC,
- d. GCC;
- e. Proposal.

3.3 DURATION

3.3.1 The contract is for a period of sixty (60) months .

3.3.2 The Contract shall commence on the 1st of October 2026 or on the date of award, where the date of award is later than 1 October 2026.

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.

3.5.2 **The right to sub-contract.** The Contractor may 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.



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3.6 CONTRACTOR'S PERSONNEL

3.6.1 Suitably Qualified Personnel

- a. 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.
- b. 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.
- c. Please refer to the Special Conditions of Contract for the requirement in terms of personnel and drivers.

3.6.2 Contractor to adhere to security procedures of the Department or as otherwise prescribed. The Contractor's Personnel shall at all times when conducting a project or executing and event adhere to the standard health, safety and security procedures and guidelines applicable to the specific event. This includes the adherence to accreditation, access control requirements and screening.

3.6.3 Should the Department at any time have reason to believe that any of the Contractor's Personnel is failing to comply with such safety and security procedures and guidelines as prescribed, the Department may require the Contractor to replace such person without delay.

3.7 PAYMENT

3.7.1 Detailed Pricing.

Service Providers must complete the required Annexure B for Pricing and ensure that Prices are:

- a. Inclusive of all costs and VAT where applicable.
- b. Please refer to the Special Conditions of Contract, Section B, Category A, 12. Financial Considerations.
- c. The appointed contractor will be able to apply for an annual CPI price adjustment to the contract pricing. Please refer to the Special Conditions of Contract, Section: 11 Contract Price Adjustments for the details on these submissions.



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- d. The Department uses a two-envelope system. **NO PRICES MUST REFLECT IN THE TECHNICAL PROPOSAL.**

3.7.2 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 and when requested or when required in writing by the Department in both electronic format and hard copy.
- 3.8.2 All Documentation and Reports shall be in English.

3.9 TERMINATION

- 3.9.1 Should either Party fail to comply with any provision of this Contract the aggrieved Party may send a letter of demand to the defaulting Party, demanding compliance with such provision and should the defaulting Party, after a period of fourteen (14) days (or such longer periods as may under the circumstances be reasonably necessary) of the date of receipt of such written notice, remain in default, the aggrieved Party shall be entitled, without prejudice to any other rights it may have :
- a. to claim specific performance from the defaulting Party and to claim such damages as it may have suffered; or
 - b. to discharge and execute the defaulting Party's obligations on its behalf and to recover the costs and disbursements incurred in respect thereof from that Party; or
 - c. to terminate this Contract and claim such damages as the aggrieved Party may have suffered from the defaulting Party."
- 3.9.2 The Department may, without prejudice to any other rights it may have, terminate this Contract by written notice to the Contractor, upon the occurrence of the following events, namely if:



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- a. the Contractor fails to adhere to set timeframes, service levels or service standards as determined in the TOR and the Special Conditions of Contract.
- b. the Contractor, in the opinion of the Department, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract;
- c. judicial execution is levied on the Contractor's goods and which remains unpaid for 14 days after attachment;
- d. there has been a material defect, error or failure by the Contractor to comply with applicable laws or rules in the Bid or in the awarding of this Contract which is incapable of rectification and that requires this Contract to be terminated;
- e. the Contractor, when advised that its Proposal has been accepted, has given notice of inability to sign or execute the Contract;
- f. the Contractor has abandoned its obligations in terms of this Contract;
- g. the Contractor has deliberately furnished inaccurate information in its Bid with regard to its previous experience relating to the Services, or with regard to any other material information; or
- h. the Contractor ceases to carry on business as the Contractor of the Service.

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

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

3.9.5 The Preferred Service Provider will not be required to enter into a Service Level Agreement (SLA). The contract shall be governed by the services as set out in the Special Conditions of Contract and all its addendums.

3.9.6 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



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