



transport

Department:
Transport
REPUBLIC OF SOUTH AFRICA



REQUEST FOR QUOTATIONS

You are hereby invited to submit price quotation(s) for the requirements of the Department of Transport (DOT) indicated hereunder:

| | | |
|--|---|------------------------|
| RFQ number | RFQ 724/2023 | |
| Date issued | 17/04/2024 | |
| Closing date and time | 26/04/2024 @ 11:00 AM | |
| Quotation validity period | Quotation should be valid 90 days from RFQ closing date | |
| Description of goods/service required | (See full description under Specification) | |
| Email address (for submission of quotes) | Quotations@dot.gov.za | |
| Enquiry | Name | THABO JOHANNES SKOSANA |
| | Tel. | 012 309 3035 |
| | Email | SkosanaT@dot.gov.za |

Terms and conditions of RFQ

The following DOT's standard conditions of purchase shall apply:

1. Late and incomplete submissions shall not be accepted.
2. Any Supplier who has reasons to believe that the RFQ specification is based on a specific brand must inform DOT before RFQ closing date.
3. Original/Certified B-BBEE status level verification certificate/Sworn affidavit must be submitted in order to qualify for preference points for B-BBEE).
4. Must be tax compliant.
5. Suppliers are required to complete the required declaration of interest form.
6. No services must be rendered or goods delivered before an official DOT Purchase Order form has been received by the successful Supplier.
7. Upon acceptance of the Purchase Order, delivery will take place within stipulated timeframes as per the date of delivery indicated on the Purchase Order or within the date agreed with the DOT.
8. If delivery is not effected within the specified period, the DOT reserves the right to cancel the purchase order immediately.



transport

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REPUBLIC OF SOUTH AFRICA



SPECIFICATIONS

TASK DESCRIPTION: Provisioning of Maintenance of Electronic Security System (ESS)

| Item no. | Full description of the requirement | Quantity | | | | | | | | | | | | |
|--|--|---|------------------------|---------------------------|-----------|--|--|--|--|---|--|--|--------------|--|
| 1 | <p>The Department of Transport is looking for a reputable and experienced security service to inspect service, maintain and repair the Electronic Security System on a monthly basis. The system includes X-Ray Machines, Walk-through metal detectors, Security lights, biometric Impro access control system and CCTV camera system for a period of twelve months. The CCTV system include cameras, Digital Video Recorders, Network Video Recorders, Network Switches, monitors, power supplies and batteries, Uninterrupted Power Supplies machines, control functions, cables and systems peripherals.</p> <p>The RFQ/ToR and the Service Level Agreement (SLA) constitute the contract in its entirety. Accordingly, each Bidder must initial all the pages of the mentioned documents prior to submitting the bid documents. The detailed schedule for service is attached in Annexure B of the SLA document.</p> <p>1.1.1 The bidders should indicate the following in their quotations:</p> <p>1.1.2 The price structure for the inspection, servicing and maintenance of the security systems as per the table below:</p> <table border="1" data-bbox="185 1541 1385 2087"> <thead> <tr> <th data-bbox="185 1541 336 1576">Period</th> <th data-bbox="336 1541 916 1576">Description of Service</th> <th data-bbox="916 1541 1385 1576">Price Per Year, incl. VAT</th> </tr> </thead> <tbody> <tr> <td data-bbox="185 1576 336 1809">15 Months</td> <td data-bbox="336 1576 916 1809">Full inspection, service and maintenance of the entire ESS including transportation costs.</td> <td data-bbox="916 1576 1385 1809"> R _____ Total amount including R300 000.00 of call out and repair fees: R _____ </td> </tr> <tr> <td colspan="2" data-bbox="185 1809 767 2024">Call out fee (including spare parts, labour and transportation costs) must be added on top of the inspection, service and maintenance amount quoted above.</td> <td data-bbox="767 1809 1385 2024">Below amount is projected on the basis of historic repair costs of the system and will only be paid to the service provider based on the magnitude of repairs required, subject to the Department accepting the quote. Call out fees, ie, Labour and transportation costs will also be paid out from this amount during the course of the contract.</td> </tr> <tr> <td colspan="2" data-bbox="185 2024 767 2087"></td> <td data-bbox="767 2024 1385 2087">R 300 000.00</td> </tr> </tbody> </table> | Period | Description of Service | Price Per Year, incl. VAT | 15 Months | Full inspection, service and maintenance of the entire ESS including transportation costs. | R _____ Total amount including R300 000.00 of call out and repair fees: R _____ | Call out fee (including spare parts, labour and transportation costs) must be added on top of the inspection, service and maintenance amount quoted above. | | Below amount is projected on the basis of historic repair costs of the system and will only be paid to the service provider based on the magnitude of repairs required, subject to the Department accepting the quote. Call out fees, ie, Labour and transportation costs will also be paid out from this amount during the course of the contract. | | | R 300 000.00 | |
| Period | Description of Service | Price Per Year, incl. VAT | | | | | | | | | | | | |
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| Call out fee (including spare parts, labour and transportation costs) must be added on top of the inspection, service and maintenance amount quoted above. | | Below amount is projected on the basis of historic repair costs of the system and will only be paid to the service provider based on the magnitude of repairs required, subject to the Department accepting the quote. Call out fees, ie, Labour and transportation costs will also be paid out from this amount during the course of the contract. | | | | | | | | | | | | |
| | | R 300 000.00 | | | | | | | | | | | | |

1.1.2 The quotation shall clearly outline the following aspects and the costs thereof:

1.2.1 Normal working hours call out fees shall be fixed at R _____ per hour, inclusive of the first hour of labour cost and VAT;

1.2.2 After-hour call out fees shall be fixed at R _____ per hour, inclusive of the first hour of labour cost and VAT;

1.2.3 Labour cost shall be fixed at R _____ per hour, inclusive of VAT;

1.2.4 Transport cost shall be fixed at R _____ per km (inclusive of VAT) from the premises of the Service Provider.

1.2.5 The call-out rates shall be calculated per hour and transport rates per kilometer as indicated below:

| Nature of call out | Call out rate incl VAT | Transport rate VAT |
|--|------------------------|--------------------|
| Normal hours, i.e. 08:00 to 17:00 Monday to Friday | R _____ p/h | R _____ p/km |
| After hours, i.e. between 17:00 and 08:00 Monday to Friday as well as Saturdays, Sundays and Public Holidays | R _____ p/h | R _____ p/km |

2 The recommended bidder must have a proven track record of having experience in working with electronic security systems, most importantly ImproX IXP 220. **Reference must at least be a minimum of two in a written form.** The Department will conduct physical verification of all references.

3 The recommended bidder must be Private Security Regulatory Authority (PSIRA) registered and compliant in line with the PRISA Act requirement

4 All technical enquiries should be made through the office of the Director: Security Services (Ms Rose Masilela) at the Department of Transport, Tel: 012 309 3767 or e-mail: MasilelR@dot.gov.za

5 All administrative enquiries should be made through the office of Ms Lindiwe Nzimande (Assistant Director: Bidding Office) at the Department of Transport, Tel: (012) 309 3255, Email: MahlangL@dot.gov.za

Signed: _____ Received by (SCM) _____

Date: _____ Date: _____

Approved by (Print name): _____

ANNEXURE "A"

RECITALS

WHEREAS, the Department of Transport owns the CCTV Camera System, X-Ray machines, walk through metal detectors and Electronic Access Control System and desires to contract for the inspections, maintenance and repairs of such equipment, hereinafter referred to as "Electronic Security Systems"

WHEREAS _____ provides inspections, maintenance and repairs services for the Electronic Security Systems and has agreed to provide those services on the terms and conditions set forth in this Agreement,

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

AGREEMENT

between

DEPARTMENT OF TRANSPORT
(Hereinafter referred to as “the Department”)

Herein represented by _____ in his capacity
as _____ and duly authorized thereto

and

COMPANY REGISTRATION NO _____ : (Hereinafter referred to as “the Service
Provider”) Herein represented by _____ in his capacity as a _____
and authorized thereto.

IT IS HEREBY RECORDED

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement:-

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

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

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

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

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

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

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

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

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

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

1.3 In this Agreement:

1.3.1 the singular shall include the plural and vice versa;

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

- 1.3.3 headings to the clauses are only for convenience of reference and shall not be utilised in the interpretation of this Agreement.
- 1.4 This Agreement shall bind the Parties and their respective successors-in-title.
- 1.5 Where the contents of the Bid documents conflict with the provisions of this Agreement, the provisions of this Agreement shall take preference.
- 1.6 In the event that any of the terms of this Agreement are found to be invalid, unlawful or unenforceable, such term will be severable from the remaining terms, which will continue to be valid and enforceable.

2. PAYMENT

- 2.1 The Service Provider shall render Services to the Department in accordance with the cost structure as set out in Annexure A to this Agreement, which amounts include VAT and all disbursements and is in South African Rand.
- 2.2 The Department shall pay to the Service Provider the sum as described in Annexure A upon delivery of the service as set forth hereof..
- 2.3 The Service Provider shall provide the Department with a tax invoice accompanied by a detailed job card or report specifying the service rendered. Once the Department has approved such invoice *and the relevant job card or report*, it will make direct payments to the Service Provider within 30 calendar days of approval of such invoice.
- 2.4 The Department may implement a penalty as defined in Annexure A paragraph 4 thereof for the deliverables not delivered within the timeframes and/or to the satisfaction of the Department as indicated in this Agreement.
- 2.5 The Service Provider will keep full and proper financial records of all payments made by the Department, and will provide all supporting documentation or information related to budgeted expenditure at the request of the Department.

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

Account Holder : _____

Name of account : _____

Bank : _____

Account number : _____

Branch Code : _____

3. COMMENCEMENT AND DURATION

3.1 The Agreement will commence on the Signature date.

ALTERNATIVELY

The Agreement will commence, notwithstanding the Signature date, on _____
terminate on _____

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

3.3 This Agreement shall endure for a period of twenty-four **(24) Months**. It may be extended for a further period upon mutual agreement between both Parties.

4. OBLIGATIONS OF THE SERVICE PROVIDER

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

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

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

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

- 4.5 The Service Provider acknowledges and agrees that the Department is bound by the rules and regulations governing the Department and that any obligations arising from this Agreement can only be carried out in light thereof.
- 4.6 The Service Provider shall perform all work with the necessary skill, in an efficient manner and in accordance with (i) operating manuals, the administrative procedures manual and applicable supplier warranties, and shall ensure that all work shall be of a high standard and executed to the satisfaction of the Departmental official responsible for the management of this Agreement.
- 4.7 The Service Provider shall provide as reasonably necessary all labour and professional, supervisory and managerial personnel as are required to perform the Services. Such personnel shall be qualified to perform the duties to which they are assigned.
- 4.8 The Service Provider shall keep proper financial records in accordance with the Generally Accepted Accounting Practice (GAAP) of all expenses relating to the service;
- 4.9 The Service Provider shall deliver to the Department within two (2) weeks of the end of each Financial year, a detailed statement of expenditure.
- 4.10 The Service Provider shall ensure that it enables the Department to comply with the provisions of Sections 38(1)(j) of the Public Finance Management Act, 1999 (Act 1 of 1999), which states:
*"38. **General Responsibilities of accounting officers.** – (1) The accounting officer for a department, trading entity or constitutional institution—...
(j) before transferring any funds (other than grants in terms of the annual Division of Revenue Act or to a constitutional institution) to an entity within or outside government, must obtain a written assurance from the entity that entity implements effective, efficient and transparent financial management and internal control systems, or, if such written assurance is not or cannot be given, render the transfer of funds subject to conditions and remedial measures requiring the entity to establish and implement effective, efficient and transparent financial and internal control systems;"*
- 4.11 The Service Provider shall pay any Value Added Tax payable in respect of Services rendered in terms of this Agreement - the Department bears no responsibility therefore.

- 4.12 The Service Provider shall make available for inspection by the Department any information, records, documents relevant to the performance of the Services.
- 4.13 The Service Provider warrants that the goods supplied are new, unused, are of the most recent or current models and incorporate all recent improvements in design and materials. The Service Provider guarantees for a period of twelve months from the date of delivery, that no faulty material or workmanship was used in the manufacture, supplies and/or in the execution of Services and the final product is not defective. If any defect or malfunction is discovered by the Department within this period, the Service Provider shall replace the supplies and/or Services at no additional cost to the Department.
- 4.14 The Service Provider shall respond to any of Department's requests for emergency repairs within the hours specified in Annexure A on receipt of such a request from the Department via phone, fax, email, or other communication method to which the parties may agree.
- 4.15 The service provider shall be compliant with the registration requirements of Private Security Industrial Authority (PSIRA) and remain in good standing for the duration of the contract

5. OBLIGATIONS OF THE DEPARTMENT

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

6. MANAGEMENT OF THE AGREEMENT

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

The Department

: Director: Security Services of the Department or his/her

delegate

The Service Provider : _____ or his/her delegate

6.2 Dispute Resolution

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

6.2.2 Any operational dispute which may arise shall be referred:

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

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

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

6.3 Arbitration

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

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

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

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

6.3.4.1 at Pretoria in the English language; and

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

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

6.3.5.1 shall be binding upon the Parties;

6.3.5.2 shall be carried into effect; and

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

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

7. CANCELLATION AND BREACH

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

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

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

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

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

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

ALTERNATIVE 1

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

ALTERNATIVE 2

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

- 7.4 In the event of either party committing a breach of any of the terms and/or conditions of this Agreement and failing to remedy such breach within the period of 30 calendar days of having been given written notice by the aggrieved party requiring such breach to be remedied, the aggrieved party may, without prejudice to any rights it may have to claim for damages suffered as a result of the breach, either cancel this Agreement or enforce performance of the terms of the Agreement.
- 7.5 This Agreement may be terminated immediately by the Department, upon the happening of one of the following events by giving written notice of the cancellation to the Service Provider if the Service Provider:
- 7.5.1 Is liquidated/sequestered or placed under judicial management or enters into a compromise with its creditors;
 - 7.5.2 Wilfully damages the Department's property, business, reputation or goodwill;
 - 7.5.3 Discloses to any unauthorised person confidential information of the Department;
 - 7.5.4 Provided incorrect or false information in its bid proposal and which is subsequently discovered by the Department;
 - 7.5.5 Should the Service Provider, inter alia, make *himself/itself* guilty of misconduct in terms of the code of conduct of its profession or if the Service Provider acts dishonestly or contrary to the integrity required from its profession.
- 7.6 If the ownership, shareholding, HDI status and any of the key staff members (management/professional/skilled) of the Service Provider or equipment, facilities or infrastructure necessary for the effective provision of the Services changes during the period of this Agreement, the Service Provider shall notify the Department immediately, and the Department/ reserves the right to cancel this Agreement.
- 7.7 The Department reserves the right to terminate this Agreement or temporarily defer the work, or any part thereof, at any stage of completion, should it be decided not to proceed with the project.

The Department may terminate the Agreement by giving thirty (30) days' notice to the Service Provider. Should the Agreement be so terminated the Service Provider shall only be paid for the appropriate portion of the work completed.

8. GOVERNING LAW AND ARBITRATION

- 8.1 Should any disputes and/or difference of opinion arise between the Parties regarding the interpretation of any or all the provisions of this Agreement during the term of or on the termination thereof that cannot be amicably settled, the aggrieved party shall forthwith give the other party 14 (fourteen) calendar days written notice to this effect.
- 8.2 After notice in terms of clause 8.1 disputes and/or differences shall be resolved in the following manner:
- 8.2.1 Both Parties shall, by agreement, appoint an impartial mediator. Should the Parties not be able to agree on a mediator, then it is agreed that the Legal Practice Council shall appoint a mediator.
- 8.2.2 Should the matter not be resolved through mediation, both Parties shall have the right to have the matter resolved through arbitration as set out below, or the court having jurisdiction in this matter in which case the defaulting party may be liable for all legal costs incurred on a scale as between attorney and client.
- 8.3 This Agreement shall be governed by and construed in accordance with the laws of the Republic of South Africa.
- 8.4 Any dispute arising out of this Agreement or the interpretation thereof, both while in force and after its termination, may be, with the written consent of the Department, submitted to and determined by an appropriate arbitration forum agreed to by both Parties
- 8.5 Such arbitration shall be held at an agreed venue, and in a summary manner with a view to it being completed as soon as possible.
- 8.6 There shall be one arbitrator appointed by agreement between the Parties.

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

9. GENERAL

SECURITY SCREENING

- 9.1 The Department shall conduct a security screening process on all technicians supplied by the service provider to maintain and service the ESS at the Department's premises. The service provider shall supply the Department with a certified copy of RSA Identity Document and a certified copy of SAPS criminal record clearance certificate not older than three months.
- 9.2 No unscreened technicians shall be deployed at the Department's premises to render the maintenance and servicing of the ESS without a written consent of the Project Manager (Director: Security Services or his/her designee).

Indulgence

- 9.3 No amendment of this Agreement or of any provisions or terms hereof, and no extension of time or waiver or relaxation or suspension of any of the provisions or terms of this Agreement shall be of any force or effect unless reduced to writing and signed by both Parties.
- 9.4 No waiver on the part of either party of any rights arising from a breach of any provision of this Agreement will constitute a waiver of rights in respect of any subsequent breach of the same or any other provision.

Cession

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

Notices

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

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

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

Email : Masilelr@dot.gov.za

Service Provider Details :

Attention : _____
Tel : _____
Email : _____

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

Domicillium

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

The Department:

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

Service Provider:

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

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

VIS MAJOR

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

10. INDEMNITY

- 10.1 The Service Provider indemnifies the Department and holds the Department harmless from and against any or all liabilities arising from any acts or omissions of its employees and/or agents and/or appointed agents arising out of this Agreement.
- 10.2 The Service Provider acts as an independent contractor and not as an agent, official or employee of the Department and has no authority to bind the Department.
- 10.3 The Service Provider undertakes to obtain the necessary consent in the event of it making use of the works and rights or any other intellectual property of third Parties. The Service Provider hereby indemnifies the Department against any action or application, including all costs, which might arise out of such breach.
- 10.4 The Service Provider indemnifies the Department against all claims for costs and liabilities arising from the presence of the Service Provider and/or its representatives on the Department's property. This indemnity shall apply to any claims by the Service Provider and/or its employees, agents and representatives for their injury or death while carrying out their duties/Services in terms of this Agreement and shall include loss or damage to the Service Provider's property and the personal effects of the Service Provider's employees, representatives and/or agents.

Signed at _____ on this ___ day of _____
in the presence of the undersigned witnesses.

AS WITNESSES:

1. _____

2. _____

Full Name: _____

Capacity: _____

who is duly authorised thereto by the Department.

Signed at _____ on this ___ day of _____

in the presence of the undersigned witnesses.

AS WITNESSES:

1. _____

2. _____

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

Full Name: _____

Capacity: _____

Authorisation: _____

ANNEXURE “A” (SCHEDULE OF SERVICE)

1. INSPECTION, SERVICING AND MAINTENANCE

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

1.2. The quarterly systems maintenance shall include the following:

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

1.2.2. Check network settings and connections for all systems;

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

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

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

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

1.2.7. Check, test and clean all pad locks;

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

1.2.9. Clean fingerprint reader sensors;

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

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

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

1.2.12. Guidelines to be followed when conducting Planned Preventive Monthly Maintenance on the Rapid-Scan X-Ray Machines:

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

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

- ✓ Switch off the system and remove the keyboard key. Remove the mains supply to the system. CAUTION: Care must be taken to prevent water or any other liquid entering the system.
- ✓ Make sure any cleaning cloth is wrung out before use.

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

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

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

1.3.1. The system's general condition;

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

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

- 1.5. In addition, the service provider shall provide a 24/hour back up service seven (7) days a week and 365 days a year.
- 1.6. The report referred to clause 1.3 above shall be accompanied by an invoice.
- 1.7. The price structure for the inspection, servicing and maintenance of the electronic security systems shall be as indicated below:

2. EMERGENCY REPAIRS AND CALL OUTS

- 2.1. Should parts need to be replaced and does not fall under the standard warranty terms and conditions the service provider shall prepare a quotation for such repair or replacement of parts.
- 2.2. Once the Department has approved the quotation and forwarded the Purchase Order, the service provider will action the repairs.
- 2.3. The process to report and log emergency breakdowns, repairs and call outs is contained in the Service Management Process below.
- 2.4. The Call out rates as indicated below:

| Months | Description of Service | Price Per Year, incl. VAT |
|--|--|---|
| 15 Months | Full inspection, service and maintenance of the entire ESS including transportation costs. | Monthly fee: Total amount per 24 months including R 400 000.00 of call out and repair fees: |
| Call out fee (including spare parts, labour and transportation costs) must be added on top of the inspection, service and maintenance amount quoted above. | | Below amount is projected on the basis of historic repair costs of the system and will only be paid to the service provider based on the magnitude of repairs required, subject to the Department accepting the quote. Call out fees, ie, Labour and transportation costs will also be paid out from this amount during the course of the contract: |
| | | R |

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

2.6 The Transport rate shall be as follows:

| Months | Description of Service | Price Per Year, incl. VAT |
|-----------|------------------------|----------------------------|
| 24 Months | Transport Rate | R_____p/km (including Vat) |

3. SERVICE MANAGEMENT PROCESS

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

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

| | |
|--|----------------------------|
| Normal Working Hours | By telephone: _____ |
| Monday to Friday 08:00 TO 16:30 | By Email: _____ |
| Outside Normal Working Hours | |

LOGGING A REQUEST

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

- 3.2.1. The Customers name, telephone number
- 3.2.2. The type of equipment and a description (and serial number of the device if available) of the fault so that the correct incident severity level can be assigned
- 3.2.3. The name of the contact person to whom Service provider should provide feedback or make any follow up calls with reference to the request being logged.

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

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

INCIDENT RESOLUTION

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

ESCALATION

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

CONTACT DETAILS

Level 1:

Name: _____ Contact number _____

Level 2:

Name _____ Contact Number _____

3.5. The Parties record that the contact person set out in this Annexure may change from time to time. **Access Cards Solutions cc** undertakes to notify the Customer prior to any change of such contact persons occurring, which notice shall set out the names and contact details of the new contact persons.

4. PENALTY REGIME

4.1. The Department shall implement the following penalties for poor performance against the Service Provider:

- 4.1.1. Failure to conduct the Monthly inspection, servicing and maintenance shall be one hundred percent (100%) penalty of the agreed payment as per this agreement. This means no payment will be made to the Service Provider.
- 4.1.2. Failure to repair or replace a faulty part on the Security System within 72 hours of receipt of an official order as per sub-clause 2.4 above shall be one percent (1%) penalty of the agreed payment as per the quotation. The 72 hours is applicable to Mondays to Fridays.
- 4.1.3. Failure to respond to a call out within 48 hours shall be one percent (1%) penalty of the agreed payment as per this agreement. The 48 hours includes weekends and public holidays.

5. EXPANSION OF THE ELECTRONIC SECURITY SYSTEM (ESS)

- 5.1 Should the Department wish to expand the ESS in the future, the scope of work in terms of this Agreement shall extend to cover the resultant added equipment at no additional costs, unless a mutual agreement is reached between the parties and reduced to writing.

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

| Full Name | Identity Number | Name of State institution |
|-----------|-----------------|---------------------------|
| | | |
| | | |
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| | | |
| | | |
| | | |

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

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

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

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

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

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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

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

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

| | |
|-----------|----------------|
| | |
| Signature | Date |
| | |
| Position | Name of bidder |

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

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

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

1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

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

(delete whichever is not applicable for this tender).

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

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

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

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

The maximum points for this tender are allocated as follows:

| | POINTS |
|--|------------|
| PRICE | |
| SPECIFIC GOALS | |
| Total points for Price and SPECIFIC GOALS | 100 |

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) “**tender**” means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) “**price**” means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) “**tender for income-generating contracts**” means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) “**the Act**” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

- Ps = Points scored for price of tender under consideration
 Pt = Price of tender under consideration
 Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

$$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) \text{ or } Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.)

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

| The specific goals allocated points in terms of this tender | Number of points allocated (90/10 system) (To be completed by the organ of state) | Number of points allocated (80/20 system) (To be completed by the organ of state) | Number of points claimed (90/10 system) (To be completed by the tenderer) | Number of points claimed (80/20 system) (To be completed by the tenderer) |
|---|--|--|--|--|
| BLACK OWNED | | 10 | | |
| WOMEN OWNED | | 6 | | |
| BLACK DESIGNATED GROUP | | 4 | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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

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

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....