



**transport**

Department:  
Transport  
REPUBLIC OF SOUTH AFRICA

<b>BID NUMBER:</b>	DOT/05/2026/CA
<b>DESCRIPTION:</b>	APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE GLOBAL MARITIME DISTRESS AND SAFETY SYSTEM (GMDSS) INCLUDING MARITIME SAFETY INFORMATION (MSI), SERVICES IN TERMS OF THE INTERNATIONAL CONVENTION FOR THE SAFETY OF LIFE AT SEA (SOLAS) AND COSPAS-SARSAT (LEOSAR/MEOSAR) GROUND SEGMENT SERVICES AS PER THE INTERNATIONAL COSPAS-SARSAT PROGRAMME FOR THE DEPARTMENT OF TRANSPORT FOR A PERIOD OF 60 MONTHS.
<b>CLOSING DATE:</b>	21 JULY 2026
<b>CLOSING TIME:</b>	11:00 AM
<b>COMPULSORY BRIEFING SESSION:</b>	07 JULY 2026 AT 11:00 NATIONAL DEPARTMENT OF TRANSPORT 159 BOSMAN & STRUBEN STREET PRETORIA 0001  (INDABA BOARDROOM)
<b>VALIDITY PERIOD:</b>	120 DAYS

## INFORMATION TO BIDDERS

### 1. CONTENTS OF THE BIDDER PACK

Tender Pack Doc	Title	Type	Purpose
1	Information to Bidders	PDF	For Information
2	Bidder Checklist	MS Word	<ul style="list-style-type: none"> <li>• To be printed, filled in full and signed.</li> <li>• Technical Envelope.</li> </ul>
3	Terms of Reference	PDF	<ul style="list-style-type: none"> <li>• Functionality Requirements</li> </ul>
4	SBD 1 – Invitation to bid	PDF	<ul style="list-style-type: none"> <li>• To be printed, filled in full and signed.</li> <li>• Technical Envelope.</li> </ul>
5	<ul style="list-style-type: none"> <li>• SBD 2 – Tax clearance certificate requirements.</li> <li>• CSD report/ SARS pin number/MAAA registration number.</li> <li>• ID copies</li> </ul>	PDF	<ul style="list-style-type: none"> <li>• Tax Clearance Certificate to be submitted for screening purposes.</li> <li>• Provide CSD number and SARS pin</li> <li>• ID copies of shareholder/s or Directors of the company to be submitted for screening purposes</li> <li>• Technical Envelope.</li> </ul>
6	SBD 4 – Bidder's Disclosure	PDF	<ul style="list-style-type: none"> <li>• To be printed, filled in full and signed.</li> <li>• Technical Envelope</li> </ul>
7	General Conditions of Contract	PDF	<ul style="list-style-type: none"> <li>• To be printed, filled in full and signed.</li> <li>• Technical Envelope</li> </ul>
8	SBD 3.3 pricing schedules must be submitted before or on the closing date of the bid in sealed envelopes and clearly marked as pricing schedule/Financial proposal.	PDF	<ul style="list-style-type: none"> <li>• Information requirement for compliance</li> <li>• To be printed, filled in full and signed.</li> <li>• Financial Envelope.</li> </ul>
9	SBD 6.1 Preferential Claim Form in terms of Preferential Procurement Regulation (PPR) 2022, if applicable	PDF	<ul style="list-style-type: none"> <li>• To be printed, filled in full and signed.</li> <li>• Technical Envelope</li> </ul>

### 2. INSTRUCTIONS FOR COMPLETION AND SUBMISSION OF BID PROPOSALS

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

#### 2.1 COMPLETION AND FORMAT OF BID PROPOSALS

- a. Bidders are advised that, in order to facilitate for an efficient evaluation process, the bid should be as prescribed, concise and written in plain English.
- b. Bids should be clearly indexed with supporting documents clearly marked. It is recommended that bidders follow the TOR, specifically evaluation criteria and deliverables as a guide for compilation/sequence of the proposal information.

#### 2.2 CLARIFICATIONS

- a. Requests for clarification must be made in writing by e-mail to [MkhariT@dot.gov.za](mailto:MkhariT@dot.gov.za)/NyawoN@dot.gov.za and MabuelaT@dot.gov.za
- b. Requests for clarification shall be accepted by the DOT up until 15 JULY 2026

- c. The submission bid number **[DOT/05/2026/CA]** should be included in the subject line of the email.
- d. No telephonic requests for clarification shall be entertained.
- e. The clarifications shall be made available to all bidders by a notification on the etender website, and in cases of a compulsory briefing sessions, to all attendees.

### **3. EVALUATION PROCESS**

The evaluation process comprises of the following stages:

#### **3.1 STAGE 1: Mandatory and Administrative compliance process**

- a. Bidders must submit all Standard Bidding Documents (SBD), as outlined in the TOR. The SBD forms must be completed in full and duly signed where required including Central Supplier Database (CSD) number/report for verification of tax compliance status.
- b. For bids that include mandatory requirements as listed in the Terms of Reference, non-compliance will lead to disqualification.

#### **3.2 STAGE 2: Functionality evaluation - Desktop**

- a. Bids shall be evaluated strictly according to the bid evaluation criteria stipulated in this section of the Terms of Reference (TOR).
- b. Bidders must, as part of their bid documents, submit supportive documentation for all functionality requirements as indicated hereunder. The committee will verify all documents submitted on time by the bidders.
- c. Bidders need not rate themselves but to ensure that all information is submitted as required.

#### **3.3 STAGE 3: Preferential Procurement Regulation (PPR), 2022**

The applicable formula (80/20) will be utilised to award the bid, of which eighty (80) points are allocated for price as allocated in the enclosed form SBD 6.1. that must be completed, and the remaining twenty (20) points are allocated for the specific goals as indicated in the TOR.

### **4. SCORING METHODOLOGY**

- 4.1 Individual value scores of BEC members shall be consolidated to obtain the marks scored for all elements. These scores shall be added and averaged according to the number of BEC members. Only bidders that have met or exceeded the minimum threshold as specified above will be considered for further evaluation (PPR 2022).

### **5. MANDATORY REQUIREMENTS**

NB: Failure to comply with this bid requirements as stated in the attached Terms of Reference (TOR) will be disqualified.

**6. TAX CLEARANCE CERTIFICATE**

- 6.1 Bidder's tax matters must be compliant at the time of award.
- 6.2 In case where a bidder's tax matters are non-compliant a bidder will be given seven (7) days to remedy the tax matters. Failure to remedy this may invalidate the bid.

**7. VALUE ADDED TAX**

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

**8. CLIENT BASE**

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

**9. LEGAL IMPLICATIONS**

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

**10. COMMUNICATION**

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

**11. COUNTER CONDITIONS**

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

## **12. PROHIBITION OF RESTRICTIVE PRACTICES**

- 12.1 In terms of section 4(1) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is/ are or a contractor(s) was/were involved in:
- a. directly or indirectly fixing a purchase or selling price or any other trading condition;
  - b. dividing markets by allocating customers, suppliers, territories or specific types of goods or services; or
  - c. collusive bidding.
- 12.2 If a bidder(s) or contractor(s), in the judgment of the purchaser, has/have engaged in any of the restrictive practices referred to above, the purchaser may, without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered or terminate the contract in whole or in part and refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

## **13. FRONTING**

- 13.1 The DOT supports the spirit of broad based black economic empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background the DOT condemns any form of fronting.
- 13.2 The DOT, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry/investigation, the onus will be on the bidder / contractor to prove that fronting does not exist. Failure to do so within a period of 14 days from date of notification may invalidate the bid/contract and may also result in the restriction of the bidder/contractor to conduct business with the public sector for a period not exceeding ten years, in addition to any other remedies the National Treasury may have against the bidder/contractor concerned.

## **14. TIMEFRAMES AND FORMAL CONTRACT**

Successful bidder(s) will be required to enter formal contract with the DOT.

## **15. PACKAGING OF THE SUBMISSION**

The bidder shall place both the sealed Technical/ Functionality Proposal and Price Schedule (3.3)/ Financial Proposal envelopes into an outer sealed envelope or package, and must be clearly marked as indicated below:

**ENVELOPE NO.1: FUNCTIONALITY PROPOSAL**

<b>BID DESCRIPTION:</b>	
<b>BID No:</b>	
<b>Submission closing date:</b>	
<b>Submission closing time:</b>	
<b>Name of bidder:</b>	
<b>Contact number of bidder:</b>	
<b>Address of bidder:</b>	

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

<b>BID DESCRIPTION:</b>	
<b>BID No:</b>	
<b>Submission closing date:</b>	
<b>Submission closing time:</b>	
<b>Name of bidder:</b>	
<b>Contact number of bidder:</b>	
<b>Address of bidder:</b>	

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

**16. CONTACT DETAILS**

Physical address: Forum building, 159 Struben Street, Pretoria

National Department of Transport

Private Bag X193, Pretoria, 0001

For any enquiries, email: [MkhariT@dot.gov.za](mailto:MkhariT@dot.gov.za) [NyawoN@dot.gov.za](mailto:NyawoN@dot.gov.za) [/MabuelaT@dot.gov.za](mailto:MabuelaT@dot.gov.za)

**ANNEXTURE A**

**TECHNICAL**

**PROPOSAL**

**CHECKLIST:DOT/05/2026/CA: APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE GLOBAL MARITIME DISTRESS AND SAFETY SYSTEM (GMDSS) INCLUDING MARITIME SAFETY INFORMATION (MSI), SERVICES IN TERMS OF THE INTERNATIONAL CONVENTION FOR THE SAFETY OF LIFE AT SEA (SOLAS) AND COSPAS-SARSAT (LEOSAR/MEOSAR) GROUND SEGMENT SERVICES AS PER THE INTERNATIONAL COSPAS-SARSAT PROGRAMME FOR THE DEPARTMENT OF TRANSPORT FOR A PERIOD OF TEN (05) YEARS**

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

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**

**PART A  
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	DOT/05/2026/CA	CLOSING DATE:	21/07/2026	CLOSING TIME:	11:00
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE GLOBAL MARITIME DISTRESS AND SAFETY SYSTEM (GMDSS) INCLUDING MARITIME SAFETY INFORMATION (MSI), SERVICES IN TERMS OF THE INTERNATIONAL CONVENTION FOR THE SAFETY OF LIFE AT SEA (SOLAS) AND COSPAS-SARSAT (LEOSAR/MEOSAR) GROUND SEGMENT SERVICES AS PER THE INTERNATIONAL COSPAS-SARSAT PROGRAMME FOR THE DEPARTMENT OF TRANSPORT FOR A PERIOD OF 60 MONTHS.				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
NATIONAL DEPARTMENT OF TRANSPORT 159 FORUM BUILDING CORNER BOSMAN AND STRUBEN STREET					
PRIVATE BAG X 193					
PRETORIA 0001					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	MR T MKHARI / MS N NYAWO		CONTACT PERSON	MR T MABUELA	
TELEPHONE NUMBER	012 309-3011/3291		TELEPHONE NUMBER	012 309 3070	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	MkhariT@dot.gov.za/NyawoN@dot.gov.za		E-MAIL ADDRESS	MabuelaT@dot.gov.za	
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No  [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No  [IF YES, ANSWER PART B:3 ]	
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

**PART B  
TERMS AND CONDITIONS FOR BIDDING**

**1. BID SUBMISSION:**

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).

**2. TAX COMPLIANCE REQUIREMENTS**

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER: .....

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

DATE: .....

## TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

- 1 In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 2 SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
- 3 The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
- 4 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
- 5 Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website [www.sars.gov.za](http://www.sars.gov.za).
- 6 Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website [www.sars.gov.za](http://www.sars.gov.za).

## BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

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

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

### 2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

---

<sup>1</sup> 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.

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
<b>PRICE</b>	80
<b>SPECIFIC GOALS</b>	20
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

- 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:

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

Where

- $P_s$  = Points scored for price of tender under consideration  
 $P_t$  = Price of tender under consideration  
 $P_{max}$  = 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	4			
Female Owned	4			
BDG	2			

**DECLARATION WITH REGARD TO COMPANY/FIRM**

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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

.....	
<b>SIGNATURE(S) OF TENDERER(S)</b>	
<b>SURNAME AND NAME:</b>	.....
<b>DATE:</b>	.....
<b>ADDRESS:</b>	.....
	.....
	.....
	.....

**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE GMDSS INCLUDING MSI IN TERMS SOLAS AND COSPAS-SARSAT (LEOSAR/MEOSAR) GROUND SEGMENT SERVICES AS PER THE INTERNATIONAL COSPAS-SARSAT PROGRAMME FOR THE DEPARTMENT OF TRANSPORT FOR A PERIOD OF 60 MONTHS**



**transport**

Department:  
Transport  
REPUBLIC OF SOUTH AFRICA



**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE GLOBAL MARITIME DISTRESS AND SAFETY SYSTEM (GMDSS) INCLUDING MARITIME SAFETY INFORMATION (MSI), SERVICES IN TERMS OF THE INTERNATIONAL CONVENTION FOR THE SAFETY OF LIFE AT SEA (SOLAS) AND COSPAS-SARSAT (LEOSAR/MEOSAR) GROUND SEGMENT SERVICES AS PER THE INTERNATIONAL COSPAS-SARSAT PROGRAMME FOR THE DEPARTMENT OF TRANSPORT FOR A PERIOD OF 60 MONTHS**

**CONTENTS**

1	BACKGROUND	4
2	SCOPE OF WORK	5
2.1	GOAL .....	5
2.2	OBJECTIVES (SCOPE OF WORK).....	5
2.3	DELIVERABLES.....	9
3	TURNKEY SOLUTION AND EXCLUSION OF CAPITAL/START-UP COSTS	10
3.1	Costing Requirements .....	10
3.2	Ownership of Infrastructure and Assets .....	10
3.3	Compliance Statement .....	10
4	ASSET MAINTENANCE, SUPPORT AND REPLACEMENT	11
4.1	Maintenance and Support Obligations .....	11
4.2	Asset Replacement and Upgrades .....	11
4.3	Warranty and Performance Standards.....	11
5	REMOVAL OF PROVISION OF COSPAS SARSAT SERVICES AND COST ADJUSTMENT	11
5.1	Right to remove the provision of Cospas Sarsat Services.....	11
5.2	Adjustment of Contract Value .....	11
5.3	Notice Period.....	12
5.4	Reconciliation and Amendment .....	12
6	DEPARTMENT-OWNED ASSETS, MAINTENANCE, REPLACEMENT AND DISPOSAL	12
6.1	Use of Department-Owned Assets.....	12

**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE GMDSS INCLUDING MSI IN TERMS SOLAS AND COSPAS-SARSAT (LEOSAR/MEOSAR) GROUND SEGMENT SERVICES AS PER THE INTERNATIONAL COSPAS-SARSAT PROGRAMME FOR THE DEPARTMENT OF TRANSPORT FOR A PERIOD OF 60 MONTHS**

6.2	Maintenance and Repairs.....	12
6.3	Replacement Assets and Ownership Vesting .....	13
6.4	Disposal of Decommissioned Assets and Revenue Treatment.....	13
7	<b>UNINTERRUPTED SERVICE, CONTINGENCY PLANNING AND PENALTIES</b>	<b>13</b>
7.1	Uninterrupted Service Requirement.....	13
7.2	Contingency and Backup Plan Submissions.....	13
7.3	Testing, Validation and Reporting.....	13
7.4	Plan Governance and Continuous Improvement.....	14
7.5	Penalties for Non-Compliance .....	14
8	<b>EVALUATION</b>	<b>14</b>
8.1	STAGE 1: MANDATORY REQUIREMENTS .....	14
8.2	MANDATORY REQUIREMENTS AND DISQUALIFICATION.....	15
8.3	ADMINISTRATIVE DISQUALIFICATION.....	15
8.4	STAGE 2: FUNCTIONAL EVALUATION CRITERIA.....	16
8.5	EVALUATION CRITERIA .....	11
8.5.1	DETAILED CRITERIA TECHNICAL EVALUATION	11
8.6	STAGE 3: EVALUATION IN TERMS OF 80/20 PREFERENCE POINTS SYSTE.	14
8.6.1	ONLY BIDS THAT ACHIEVE THE MINIMUM QUALIFYING SCORE FOR FUNCTIONALITY WILL BE EVALUATED FURTHER IN ACCORDANCE WITH THE 80/20 PREFERENCE POINTS SYSTEM.	14
8.6.2	PRICE: ANNEXURE B MUST BE UTILISED FOR SUBMISSION OF PRICING PROPOSALS.	14
8.7	PREFERENCE POINTS SCORECARD IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS.....	14
8.8	THE FOLLOWING ALSO APPLIES:.....	15
8.9	CONSORTIUM / JOINT VENTURE.....	15
9	<b>ANNEXURES</b>	<b>16</b>
9.1	ANNEXURE A – RULES OF BIDDING.....	16
9.2	ANNEXURE B – PRICING SCHEDULE FORMAT .....	16
9.3	ANNEXURE C –SLA .....	16
9.4	ANNEXURE D – SUMMARY OF COMPANY AND TEAM EXPERIENCE TEMPLATE, AS WELL AS COMPLIANCE TEMPLATE FOR DELIVERABLES AS PER EVALUATION CRITERIA.....	16
9.5	ANNEXURE E – FURTHER INFORMATION FOR THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE GMDSS INCLUDING MSI IN TERMS SOLAS AND COSPAS-SARSAT (LEOSAR/MEOSAR) GROUND SEGMENT SERVICES	

INITIAL: PROJECT MANAGER/CHAIRPERSON: BSC 

INITIAL: SERVICE PROVIDER

**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE GMDSS INCLUDING MSI IN TERMS SOLAS AND COSPAS-SARSAT (LEOSAR/MEOSAR) GROUND SEGMENT SERVICES AS PER THE INTERNATIONAL COSPAS-SARSAT PROGRAMME FOR THE DEPARTMENT OF TRANSPORT FOR A PERIOD OF 60 MONTHS**

AS PER THE INTERNATIONAL COSPAS-SARSAT PROGRAMME FOR THE DEPARTMENT OF TRANSPORT FOR A PERIOD OF 60 MONTHS ..... 16

9.6 ANNEXURE F - APPLICABLE AND RELEVANT IMO RESOLUTIONS DETAILING THE UNDERTAKINGS BY CONTRACTING GOVERNMENTS RELATING TO THE PROVISION OF RADIOCOMMUNICATION SERVICES IN THE GMDSS ..... 16

9.7 ANNEXURE G – LIST OF AVAILABLE ASSETS AS PER SECTION 6 ..... 16

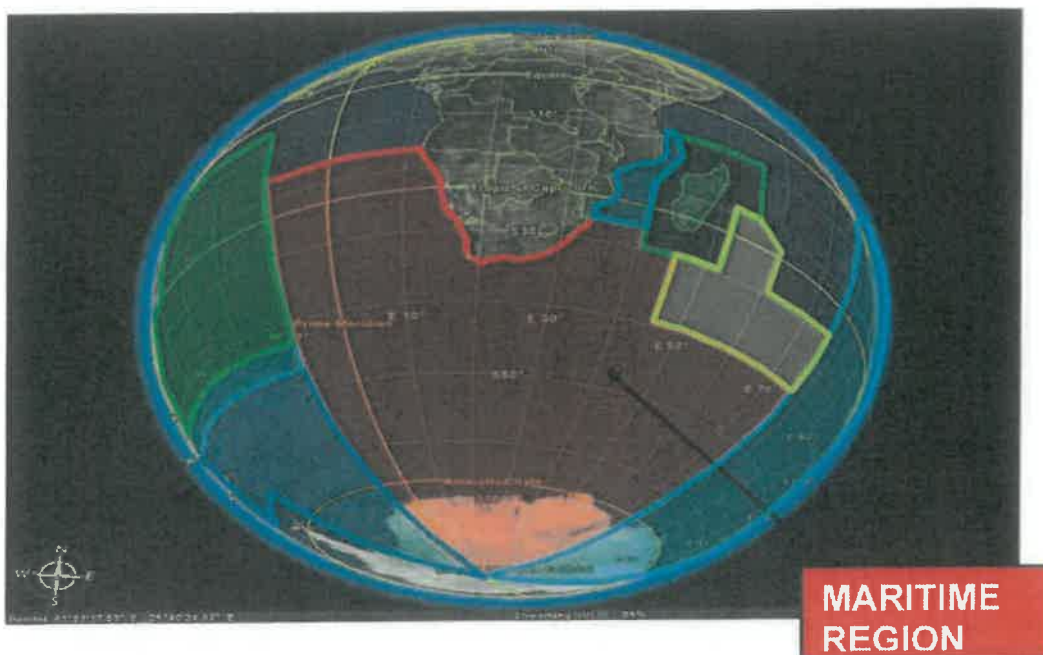
INITIAL: PROJECT MANAGER/CHAIRPERSON: BSC 

INITIAL: SERVICE PROVIDER

**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE GMDSS INCLUDING MSI IN TERMS SOLAS AND COSPAS-SARSAT (LEOSAR/MEOSAR) GROUND SEGMENT SERVICES AS PER THE INTERNATIONAL COSPAS-SARSAT PROGRAMME FOR THE DEPARTMENT OF TRANSPORT FOR A PERIOD OF 60 MONTHS**

**1 BACKGROUND**

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



**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE GMDSS INCLUDING MSI IN TERMS SOLAS AND COSPAS-SARSAT (LEOSAR/MEOSAR) GROUND SEGMENT SERVICES AS PER THE INTERNATIONAL COSPAS-SARSAT PROGRAMME FOR THE DEPARTMENT OF TRANSPORT FOR A PERIOD OF 60 MONTHS**

**2 SCOPE OF WORK**

**2.1 GOAL**

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

**2.2 OBJECTIVES (SCOPE OF WORK)**

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

- 2.2.1 In terms of the SOLAS Convention, maritime safety information services must be adequately disseminated for use by mariners in the South African area of responsibility in terms of specifications as laid out by the International Maritime Organization. Maritime safety information consists of:
  - a. Navigational warnings;
  - b. Meteorological information;
  - c. Watch-keeping, aural and digital;
  - d. SAFREP; and



**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE GMDSS INCLUDING MSI IN TERMS SOLAS AND COSPAS-SARSAT (LEOSAR/MEOSAR) GROUND SEGMENT SERVICES AS PER THE INTERNATIONAL COSPAS-SARSAT PROGRAMME FOR THE DEPARTMENT OF TRANSPORT FOR A PERIOD OF 60 MONTHS**

e. Distress communications.

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

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

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

- a. VHF DSC and radio telephone;
- b. HF DSC and radio telephone;
- c. Navtex; and
- d. SafetyNET/SafetyCAST and any other system approved by the IMO.

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

2.2.5 Authoritative sources for coastal navigational warnings are:

- a. Masters of ships at sea;
- b. Harbour masters;
- c. Operators of marine navigation systems;
- d. Operators of drill ships, platforms and fixed platforms;
- e. South African Maritime Safety Authority;
- f. The Hydrographic Office, SA Navy;
- g. The lighthouse authority of Transnet National Port Authority;



**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE GMDSS INCLUDING MSI IN TERMS SOLAS AND COSPAS-SARSAT (LEOSAR/MEOSAR) GROUND SEGMENT SERVICES AS PER THE INTERNATIONAL COSPAS-SARSAT PROGRAMME FOR THE DEPARTMENT OF TRANSPORT FOR A PERIOD OF 60 MONTHS**

- h. Tsunami Alerting Centres; and
- i. Any authority having jurisdiction over or knowledge of a hazard to navigation.

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

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

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

- a. The receipt of weather observations from stations at sea via DSC, radio telephone, recognized mobile satellite service or any other future system;
- b. The preparation, transmission and monitoring of weather forecasts to stations at sea on DSC, radio telephone, recognized mobile satellite service, Navtex and SafetyNet/SafetyCAST or any other future system approved by IMO.

2.2.9 Meteorological information shall be provided in accordance with the World Meteorological Organization (WMO) technical regulations and recommendations.

2.2.10 SafetyNET/SafetyCAST provides shipping with navigational and meteorological warnings, meteorological forecasts, shore-to-ship distress alerts, SAR information and other urgent information in accordance with the requirements of the SOLAS Convention, as amended.

2.2.11 SafetyNET/SafetyCAST services consist of the daily transmission and monitoring of MSI via recognized mobile satellite service or any other future satellite provider for the regions Atlantic Ocean (East) and Indian Ocean.

2.2.12 These services entail the preparation, transmission and monitoring of NAVAREA VII warnings, weather broadcasts and all safety related messages via SafetyNet/SafetyCAST or any other future system.

2.2.13 NAVTEX Services entail the coordinated broadcast and automatic reception on 518 kHz of Maritime Safety Information by means of narrow-band direct-printing telegraphy using the English language.

**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE GMDSS INCLUDING MSI IN TERMS SOLAS AND COSPAS-SARSAT (LEOSAR/MEOSAR) GROUND SEGMENT SERVICES AS PER THE INTERNATIONAL COSPAS-SARSAT PROGRAMME FOR THE DEPARTMENT OF TRANSPORT FOR A PERIOD OF 60 MONTHS**

2.2.20 Further information brief to the Terms of Reference is attached as **Annexure “E”** which further include applicable and relevant IMO resolutions detailing the undertakings by Contracting Governments: (Resolution MSC.496 (105), Resolution MSC.509 (105) and circular on GMDSS Master Plan, amongst others.

**2.3 DELIVERABLES**

2.3.1 The appointed Service Provider to deliver on the Project Deliverables in two categories as follows as required to:

SERVICE DELIVERABLES	ADMINISTRATIVE DELIVERABLES
<ul style="list-style-type: none"> <li>(a) The continuous provision of GMDSS services in terms of SOLAS Convention as amended by applicable IMO resolutions;</li> <li>(b) The continuous provision of MSI services in terms of SOLAS Convention as amended as amended by applicable IMO resolutions;</li> <li>(c) The continuous provision of COSPAS-SARSAT services in terms of the International COSPAS-SARSAT Programme as per applicable decisions;</li> <li>(d) The continuous provision of SAFREP services as amended by applicable IMO resolutions; and</li> <li>(e) The continuous provision of all other associated SAR services as provided for in terms of this ToRs and International Standards and Recommended Practices applicable by IMO, ICAO and COSPAS-SARSAT Organizations.</li> </ul>	<ul style="list-style-type: none"> <li>(a) Produce an Inception Report, including the detailed timeframes, stakeholder engagement plan/strategy and any other relevant information in terms of the ToRs objectives (Scope of Work);</li> <li>(b) Reports:               <ul style="list-style-type: none"> <li>a. Monthly reporting on SAR Communications System Performance Information Reports for the Department / South African Search and Rescue Organisation (SASAR);</li> <li>b. Bi-annual reporting on inputs for the consolidation of the SASAR Annual Report;</li> <li>c. Bi-annual reporting on submission of international meetings travel reports highlighting implications for the country, mitigation measures to be considered and clear recommendations.</li> </ul> </li> </ul>

**2.3.2 Handover Deliverables**

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

**2.3.3 Costs and Responsibilities**

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



### **3 TURNKEY SOLUTION AND EXCLUSION OF CAPITAL/START-UP COSTS**

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

#### **3.1 Costing Requirements**

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

#### **3.2 Ownership of Infrastructure and Assets**

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

#### **3.3 Compliance Statement**

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

## **4 ASSET MAINTENANCE, SUPPORT AND REPLACEMENT**

### **4.1 Maintenance and Support Obligations**

- 4.1.1 The Service Provider shall perform all routine and preventative maintenance required to ensure continuous, uninterrupted operation of the solution's infrastructure and assets.
- 4.1.2 Maintenance tasks, spare parts, labour, software patches and system updates are included in the Bid Price and shall incur no additional fees.
- 4.1.3 A detailed maintenance schedule, including response and resolution times for incidents, must be provided as part of the proposal.

### **4.2 Asset Replacement and Upgrades**

- 4.2.1 In the event of asset failure, obsolescence or end-of-life, the Service Provider shall replace or upgrade components at its own cost.
- 4.2.2 All replacement hardware and software must meet or exceed the original specifications and performance levels.
- 4.2.3 Upgrades required to maintain security, compliance or vendor support shall be rolled out at no extra charge.

### **4.3 Warranty and Performance Standards**

- 4.3.1 The Service Provider warrants that all infrastructure and assets will operate in accordance with the specified service levels throughout the contract term.
- 4.3.2 Warranty obligations survive termination or expiry until all obligations under this clause are fully satisfied.

## **5 REMOVAL OF PROVISION OF COSPAS SARSAT SERVICES AND COST ADJUSTMENT**

### **5.1 Right to remove the provision of Cospas Sarsat Services**

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

### **5.2 Adjustment of Contract Value**

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



**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE GMDSS INCLUDING MSI IN TERMS SOLAS AND COSPAS-SARSAT (LEOSAR/MEOSAR) GROUND SEGMENT SERVICES AS PER THE INTERNATIONAL COSPAS-SARSAT PROGRAMME FOR THE DEPARTMENT OF TRANSPORT FOR A PERIOD OF 60 MONTHS**

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

### **5.3 Notice Period**

5.3.1 The Department shall deliver written notice to the Service Provider at least three (3) months prior to the effective date of removal.

5.3.2 The notice must specify:

- a. The exact scope components being removed.
- b. The effective date on which the provision of Cospas Sarsat Services ceases to form part of the Services.

### **5.4 Reconciliation and Amendment**

5.4.1 Within thirty (30) days of receipt of the removal notice, the Parties shall execute a contract amendment reflecting the adjusted scope, pricing and any consequential milestones.

5.4.2 All other terms and conditions of the Tender shall remain in full force and effect.

5.4.3 Payment schedules and milestones will be updated to reflect the scope reduction, ensuring seamless financial reconciliation when the provision of Cospas Sarsat Services is removed.

## **6 DEPARTMENT-OWNED ASSETS, MAINTENANCE, REPLACEMENT AND DISPOSAL**

### **6.1 Use of Department-Owned Assets**

6.1.1 **Annexure "G"** details the Department-owned assets that may be utilised by the Service Provider.

6.1.2 Use of these assets is optional; the Service Provider must deploy its own assets provided all service levels and performance requirements are met.

### **6.2 Maintenance and Repairs**

6.2.1 The Service Provider shall assume full responsibility for preventive and corrective maintenance, repairs and ongoing upkeep of any Department-owned assets it elects to utilise.

6.2.2 All labour, spare parts, consumables, materials and scheduling associated with maintenance and repairs are included in the Service Provider's bid and shall not be billed separately.



#### **7.4 Plan Governance and Continuous Improvement**

- 7.4.1 The Department reserves the right to review, audit and require amendments to the submitted plans.
- 7.4.2 All contingency documents must be version-controlled and updated annually or following any major service change.
- 7.4.3 The Service Provider shall incorporate the Department's feedback and lessons learned into plan revisions at no additional cost.

#### **7.5 Penalties for Non-Compliance**

- 7.5.1 Unplanned service interruption
  - a. For each hour (or part thereof) of unplanned downtime, a service credit equal to 2% of the Monthly Service Charge will be applied.
  - b. Credits are cumulative and will be deducted from the next invoice.
- 7.5.2 Failure to activate contingency measures
  - a. If contingency procedures are not fully operational within 30 minutes of incident detection, a fixed penalty of 10% per hour (or part thereof) of delay shall apply.
- 7.5.3 Reporting and documentation delays
  - a. Late submission of quarterly test results or post-incident reports beyond the five (5) business-day deadline incurs 1% of the monthly cost as penalty per calendar day until submission.
- 7.5.4 Termination right
  - a. Should total penalties exceed 10% of the Annual Contract Value within any consecutive six (6) month period, the Department may, at its sole discretion, terminate the contract for material breach.

### **8 EVALUATION**

#### **8.1 STAGE 1: MANDATORY REQUIREMENTS**

- 8.1.1 Bidders must comply with the requirements and submit all required document(s) indicated hereunder with the bid documents at the closing date and time of bid. This phase is not scored and bidders who fail to comply with all the mandatory criteria will be disqualified.
- 8.1.2 Bidders are required to be registered on the Central Supplier Database and the Department of Transport shall verify the bidder's tax compliance status through the Central Supplier Database.

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

8.6.1 Only bids that achieve the minimum qualifying score for functionality will be evaluated further in accordance with the 90/10 preference points system.

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

**8.7 PREFERENCE POINTS SCORECARD IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS.**

The following table will be utilised in evaluating preference:

Goals	Points out of 10 (90/10)	Required proof	Points claimed	Proof Attached
<b>Black Owned (BO)</b>	<b>Max 4</b>	<b>B-BBEEE Status level certificate. Issued by an authorized body or persons; or A sworn affidavit as prescribed by the B-BBEE Codes of Good practice</b>		
100% BO	4			
>50%	2			
<b>Women Owed (WO)</b>	<b>MAX 4</b>	<b>B-BBEEE Status level certificate. Issued by an authorised body or persons; or A sworn affidavit as prescribed by the B-BBEE Codes of Good practice</b>		
100% WO	4			
>50%	2			
<b>Black Designated Group (BDG)</b>	<b>MAX 2</b>	<b>B-BBEEE Status level certificate. Issued by an authorised body or persons; or A sworn affidavit as prescribed by the B-BBEE Codes of Good practice</b>		
100% BDG	2			
>50%	1			

**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE GMDSS INCLUDING MSI IN TERMS SOLAS AND COSPAS-SARSAT (LEOSAR/MEOSAR) GROUND SEGMENT SERVICES AS PER THE INTERNATIONAL COSPAS-SARSAT PROGRAMME FOR THE DEPARTMENT OF TRANSPORT FOR A PERIOD OF 60 MONTHS**

- 8.1.3 Where Consortia / Joint Ventures / Sub-contractors are involved, each party must be registered on the Central Supplier Database and their tax compliance status will be verified through the Central Supplier Database.
- 8.1.4 It is therefore a condition of this bid that the tax matters of the bidder be in order at any point in time from the closing date of the bid. This bid will only be awarded to a bidder(s) whose tax status on Central Supplier Database is compliant.
- 8.1.5 Comply with all relevant and applicable South African regulations and prescripts
- 8.1.6 Bidders are required to attend a compulsory briefing session.

**8.2 MANDATORY REQUIREMENTS AND DISQUALIFICATION**

<b>OUTRIGHT DISQUALIFICATION</b>
<p><b><u>All SBD's not submitted</u></b></p> <p>The DOT cannot continue to evaluate a proposal without the submission of the required forms. Omission of all forms is deemed non-compliant. Omission of some may be deemed administrative.</p>
<p><b><u>Non-responsive proposal</u></b></p> <p>When no proposal is submitted to evaluate (e.g. only SBD documents submitted for bid evaluated on functionality)</p>
<p><b><u>Late bid</u></b></p> <p>A bid submitted after the closing date and time.</p>
<p><b><u>Non-attendance of compulsory briefing session</u></b></p>
<b>ADMINISTRATIVE DISQUALIFICATION</b>
<p><b>See table below as 8.1.6</b></p>

**8.3 ADMINISTRATIVE DISQUALIFICATION**

**Tenders will be disqualified and not evaluated further if any of the following is not provided:**

Nr	Question	Components	Response (Y/N)	Substantiate /Indicate in RFP Response
1	ICASA Fixed Commercial Coast Station Licence and remote licences, if required	Provide Licence issued by ICASA		

**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE GMDSS INCLUDING MSI IN TERMS SOLAS AND COSPAS-SARSAT (LEOSAR/MEOSAR) GROUND SEGMENT SERVICES AS PER THE INTERNATIONAL COSPAS-SARSAT PROGRAMME FOR THE DEPARTMENT OF TRANSPORT FOR A PERIOD OF 60 MONTHS**

Nr	Question	Components	Response (Y/N)	Substantiate /Indicate in RFP Response
2	All coastal radio station operators must be in possession of a valid SAMSA/ICASA GMDSS General Operator's Certificate;	Provide General Operator's Certificate issued by SAMSA/ICASA		
3	All equipment forming part of the coastal radio station must be of a type approved by ICASA and possess the necessary ICASA type approval certification; and	Provide type approval certification issued by ICASA		

**8.4 STAGE 2: FUNCTIONAL EVALUATION CRITERIA**

- 8.4.1 Only bidders who have complied with mandatory requirements will be evaluated for functionality. Bidders shall, as part of their bid documents, submit supportive documentation for all functional requirements as indicated hereunder. The Bid Evaluation Committee (BEC) responsible for scoring the respective bids will evaluate and score all bids based on their submissions and the information provided.
- 8.4.2 The value scored for each criterion will be multiplied with the specified weighting for the relevant criterion to obtain the marks scored for each criterion. These marks will be added and expressed as a fraction of the best possible score for all criteria.
- 8.4.3 Functionality will be evaluated on the basis of the supporting documentation supplied by the bidders in accordance with the below functionality criteria and values.
- 8.4.4 The evaluation of the functionality will be evaluated individually by Members of Bid Evaluation Committee in accordance with the below functionality criteria and values.
- 8.4.5 The Bids that fail to achieve a minimum of **65** points out of **100** points for functionality will be disqualified. This means that such bids will not be evaluated on the Preference Points System stage.

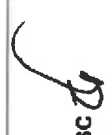


**8.5 EVALUATION CRITERIA**

**8.5.1 DETAILED CRITERIA TECHNICAL EVALUATION**

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

NR	SCORING CRITERION	WEIGHT	SCORING
1 a	<p><b>Company experience:</b> The Bidders are required to provide contactable Department references where similar services have been completed and can be verified. The magnitude of officials that used the system must be stated. See attached template for completion (Annexure D).</p>	5	<p>0= No relevant experience. 1= Less than 2 years relevant experience. 2= 2 or more, but less than 4 years relevant experience. 3= 4 or more, but less than 6 years relevant experience. 4= 6 or more, but less than 9 years relevant experience. 5= 9 years or more relevant experience.</p>
1 b	<p><b>Company experience:</b> Provide signed reference letters on an official letter head for similar projects conducted, with contactable references. The letters must include a description of the project, the duration and the successful completion of the project/s.  Letter/s of appointment will not be treated as reference letters.</p>	5	<p>0= No reference letter. 1= 1 reference letters with a similar project conducted and completed 2= 2 reference letters with similar projects conducted and completed. 3= 3 reference letters with similar projects conducted and completed. 4= 4 reference letters with similar projects conducted and completed. 5= 5 reference letters with similar projects conducted and completed.</p>



TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE GMDSS INCLUDING MSI IN TERMS SOLAS AND COSPAS-SARSAT (LEOSAR/MEOSAR) GROUND SEGMENT SERVICES AS PER THE INTERNATIONAL COSPAS-SARSAT PROGRAMME FOR THE DEPARTMENT OF TRANSPORT FOR A PERIOD OF 60 MONTHS

NR	SCORING CRITERION	WEIGHT	SCORING
3	<p><b>The Project Team.</b></p> <p>The Project team must have thorough technical and operational knowledge of providing systems and services equivalent to the deliverables as per the TOR, which can be determined from relevant CV's showing proof of their qualifications and experience.</p> <p><b>Project Team minimum composition:</b></p> <ol style="list-style-type: none"> <li>1. Electrical or Electronic Engineer with GOC</li> <li>2. Support personnel</li> <li>3. IT security governance specialist.</li> <li>4. GMDSS professional with GOC</li> </ol> <p><b>Qualification:</b> Collectively the team must have the following minimum qualifications</p> <ol style="list-style-type: none"> <li>(a) Electrical or Electronic Engineer with GOC</li> <li>(b) GMDSS Certification.</li> <li>(c) IT security governance certification</li> </ol> <p>The combined team members must possess at least one of the stated certifications.</p>	20	<p>0= No relevant certification and qualification</p> <p>5= Less than 2 certifications and qualification</p> <p>10= Two (2) certifications and Two (2) qualifications</p> <p>14= Three (3) certifications and Three (3) qualifications</p> <p>18= Four (4) certifications and Four (4) qualifications</p> <p>20= More than Four (4) certifications and Four (4) qualifications</p>

INITIAL: PROJECT MANAGER/CHAIRPERSON: BSC



INITIAL: SERVICE PROVIDER

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE GMDSS INCLUDING MSI IN TERMS SOLAS AND COSPAS-SARSAT (LEOSAR/MEOSAR) GROUND SEGMENT SERVICES AS PER THE INTERNATIONAL COSPAS-SARSAT PROGRAMME FOR THE DEPARTMENT OF TRANSPORT FOR A PERIOD OF 60 MONTHS

NR	SCORING CRITERION	WEIGHT	SCORING					
3	<p><b>The Project Team</b> should have the following experience:</p> <p>(a) Electrical or Electronic Engineer with GOC. <b>Weight = 10</b></p> <p>(b) GMDSS Professional. <b>Weight = 10</b></p> <p>(c) IT Security Governance Specialist. <b>Weight = 10</b></p> <p>(d) Project Administration. <b>Weight = 5</b></p> <p>(e) Project Coordinator. <b>Weight = 5</b></p> <p>(f) Data analysis. <b>Weight = 5</b></p> <p><b>NB:</b></p> <p>i. Bidders must provide CVs with certified copies of qualifications.</p> <p>ii. The weights will be calculated on the weighted average, if multiple team members are allocated in a specific competency.</p> <p>iii. Minimum size of team must be seven (7) members, excluding the Project Leader.</p> <p>iv. In the case of an international qualification, the bidder must attach proof from SAQA.</p> <p>v. Certified copies must not be older than six (6) months on date of bid closing.</p> <p>vi. <b>See attached template for completion (Annexure D).</b></p>	45	45	No relevant experience	less than 2 years relevant experience	2 or more, but less than 4 years relevant experience	4 or more, but less than 6 years relevant experience	6 or more years relevant experience
(a)		10	0	4	6	8	10	
(b)		10	0	4	6	8	10	
(c)		10	0	4	6	8	10	
(d)		5	0	2	3	4	5	
(e)		5	0	2	3	4	5	
(f)		5	0	2	3	4	5	

INITIAL: PROJECT MANAGER/CHAIRPERSON: BSC



INITIAL: SERVICE PROVIDER

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE GMDSS INCLUDING MSI IN TERMS SOLAS AND COSPAS-SARSAT (LEOSAR/MEOSAR) GROUND SEGMENT SERVICES AS PER THE INTERNATIONAL COSPAS-SARSAT PROGRAMME FOR THE DEPARTMENT OF TRANSPORT FOR A PERIOD OF 60 MONTHS

NR	SCORING CRITERION	WEIGHT	SCORING
4	<p><b>Methodology:</b> A Detailed proposed methodology that must cover the following aspects:</p>		
4 a	<p><b>Risk Management Plan and business continuity plan</b>                      Risk Management Plan and business continuity covering all 4 Deliverables as list below:                      (a) GMDSS services in terms of SOLAS.                      (b) MSI services in terms of SOLAS Convention.                      (c) COSPAS-SARSAT services in terms of the International COSPAS-SARSAT Programme.                      (d) SAFREP services as amended by applicable IMO resolutions.</p>	10	<p>0=No Risk Management Plan and business continuity provided or irrelevant plan.                      4=Proposal only responding partially Risk Management Plan and business continuity without reference to items (a) to (d).                      7=Standard Risk Management Plan and business continuity referencing to items (a) to (d).                      10=Comprehensive Risk Management Plan and business continuity with clear execution, covering the entire scope of work as referenced in items (a) to (d), including timeframes, key tasks, sub-tasks, indicating resources and risk mitigating strategies.</p>
4 b	<p><b>Infrastructure and Equipment Maintenance Plan</b>                      Comprehensive Maintenance Plan of all relevant critical equipment:                      (a) VHF DSC and radio telephone;                      (b) HF DSC and radio telephone;                      (c) 5.Navtex; and                      (d) 5.SafetyNET/                      (e) SafetyCAST</p>	10	<p>0=No Maintenance Plan provided or irrelevant plan.                      4=Proposal only responding partially to Maintenance Plan without reference to items (a) to (e).                      7=Standard Maintenance Plan reference to items (a) to (e).                      10=Comprehensive Maintenance Plan with clear execution, covering the entire scope of work as referenced in items (a) to (e), including timeframes, key tasks, sub-tasks and indicating resources.</p>



TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE GMDSS INCLUDING MSI IN TERMS SOLAS AND COSPAS-SARSAT (LEOSAR/MEOSAR) GROUND SEGMENT SERVICES AS PER THE INTERNATIONAL COSPAS-SARSAT PROGRAMME FOR THE DEPARTMENT OF TRANSPORT FOR A PERIOD OF 60 MONTHS

NR	SCORING CRITERION	WEIGHT	SCORING																					
4 c	OEM Commitment and Support Framework	5	<p>0= No OEM Commitment and Support Framework provided or irrelevant plan.</p> <p>2= Proposal only responding partially to OEM Commitment and Support Framework.</p> <p>5= Comprehensive OEM Commitment and Support Framework.</p>																					
4 d	Data and Configuration Transfer	5	<p>0= No Data and Configuration Transfer plan provided or irrelevant plan.</p> <p>2= Proposal only responding partially to Data and Configuration Transfer plan.</p> <p>5= Comprehensive Data and Configuration Transfer plan.</p>																					
5	Ability to provide required Deliverables as per Scope of work:																							
5 a	<p>Continuous provision of GMDSS services in terms of SOLAS Convention as amended by applicable IMO resolutions:</p> <p>(a) INMARSAT</p> <p>(b) NAVTEX</p> <p>(c) EPIRB</p> <p>(d) Search and Rescue Locating Equipment, and</p> <p>(e) DSC</p> <p>The table under scoring must be utilized, as per the attached example as part of Annexure D</p>	10	<table border="1"> <thead> <tr> <th></th> <th>NO</th> <th>YES</th> </tr> </thead> <tbody> <tr> <td></td> <td>0</td> <td>2</td> </tr> <tr> <td>(a)</td> <td>0</td> <td>2</td> </tr> <tr> <td>(b)</td> <td>0</td> <td>2</td> </tr> <tr> <td>(c)</td> <td>0</td> <td>2</td> </tr> <tr> <td>(d)</td> <td>0</td> <td>2</td> </tr> <tr> <td>(e)</td> <td>0</td> <td>2</td> </tr> </tbody> </table>		NO	YES		0	2	(a)	0	2	(b)	0	2	(c)	0	2	(d)	0	2	(e)	0	2
	NO	YES																						
	0	2																						
(a)	0	2																						
(b)	0	2																						
(c)	0	2																						
(d)	0	2																						
(e)	0	2																						



INITIAL: PROJECT MANAGER/CHAIRPERSON: BSC

INITIAL: SERVICE PROVIDER

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE GMDSS INCLUDING MSI IN TERMS SOLAS AND COSPAS-SARSAT (LEOSAR/MEOSAR) GROUND SEGMENT SERVICES AS PER THE INTERNATIONAL COSPAS-SARSAT PROGRAMME FOR THE DEPARTMENT OF TRANSPORT FOR A PERIOD OF 60 MONTHS

NR	SCORING CRITERION	WEIGHT	SCORING												
5 b	<p>Continuous provision of COSPAS-SARSAT services in terms of the International COSPAS-SARSAT Programme as per applicable decisions:</p> <p>(a) Continuous provision of SAFREP services as amended by applicable IMO resolutions; and</p> <p>(b) Continuous provision of all other associated SAR services as provided for in terms of this ToRs and International Standards and Recommended Practices applicable by IMO, ICAO and COSPAS-SARSAT Organizations</p>	15	<table border="1" data-bbox="363 510 619 869"> <thead> <tr> <th></th> <th>NO</th> <th>YES</th> </tr> </thead> <tbody> <tr> <td></td> <td>0</td> <td>5</td> </tr> <tr> <td>(a)</td> <td>0</td> <td>5</td> </tr> <tr> <td>(b)</td> <td>0</td> <td>5</td> </tr> </tbody> </table>		NO	YES		0	5	(a)	0	5	(b)	0	5
	NO	YES													
	0	5													
(a)	0	5													
(b)	0	5													
	The table under scoring must be utilized, as per the attached example as part of Annexure D														
	<b>TOTAL</b>	160													
	<b>THRESHOLD</b>	104													



INITIAL: PROJECT MANAGER/CHAIRPERSON:BSC

INITIAL: SERVICE PROVIDER

**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE GMDSS INCLUDING MSI IN TERMS SOLAS AND COSPAS-SARSAT (LEOSAR/MEOSAR) GROUND SEGMENT SERVICES AS PER THE INTERNATIONAL COSPAS-SARSAT PROGRAMME FOR THE DEPARTMENT OF TRANSPORT FOR A PERIOD OF 60 MONTHS**

**8.8 The following also applies:**

- 8.8.1 Bidders are required to complete the preference claim form (SBD 6.1), and submit their original and valid B-BBEE status level verification certificate or a certified copy thereof or a sworn affidavit at the closing date and time of the bid in order to claim the B-BBEE status level point. The points scored by a bidder in respect of the level of B-BBEE contribution will be added to the points scored for price.
- 8.8.2 Bidders are required to complete the preference claim form (SBD 6.1), and submit the required supporting documents at the closing date and time of the bid in order to claim the points indicated in the TOR. The points scored by a bidder in respect of preference will be added to the points scored for price.
- 8.8.3 Only bidders who have completed and signed the declaration part of the preference claim form and who have submitted the required supporting documents together with the bid will be considered for preference points.
- 8.8.4 A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated score card, with detailed points claimed by each partner, and supporting documents for every separate tender. See further detail in 5.10.
- 8.8.5 Failure on the part of the bidder to comply with paragraphs 5.7(a) to (d) will be deemed that preference points are not claimed and will therefore be allocated a zero (0).
- 8.8.6 The Department of Transport may, before a bid is adjudicated or at any time, require a bidder to substantiate claims it has made with regard to preference.
- 8.8.7 The points scored will be rounded off to the nearest 2 decimals.
- 8.8.8 In the event that two or more bids have scored equal total points, the award will be done in terms of the Preferential Procurement Regulations 2022, *Section 8: Criteria for breaking deadlock in scoring*.
- 8.8.9 A contract may, on reasonable and justifiable grounds, be awarded to a bid that did not score the highest number of points.

**8.9 Consortium / Joint Venture**

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

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

INITIAL: PROJECT MANAGER/CHAIRPERSON: BSC 

INITIAL: SERVICE PROVIDER

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE GMDSS INCLUDING MSI IN TERMS SOLAS AND COSPAS-SARSAT (LEOSAR/MEOSAR) GROUND SEGMENT SERVICES AS PER THE INTERNATIONAL COSPAS-SARSAT PROGRAMME FOR THE DEPARTMENT OF TRANSPORT FOR A PERIOD OF 60 MONTHS

## **9 ANNEXURES**

- 9.1 ANNEXURE A – RULES OF BIDDING**
- 9.2 ANNEXURE B – PRICING SCHEDULE FORMAT**
- 9.3 ANNEXURE C –SLA**
- 9.4 ANNEXURE D – SUMMARY OF COMPANY AND TEAM EXPERIENCE TEMPLATE, AS WELL AS COMPLIANCE TEMPLATE FOR DELIVERABLES AS PER EVALUATION CRITERIA**
- 9.5 ANNEXURE E – FURTHER INFORMATION FOR THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE GMDSS INCLUDING MSI IN TERMS SOLAS AND COSPAS-SARSAT (LEOSAR/MEOSAR) GROUND SEGMENT SERVICES AS PER THE INTERNATIONAL COSPAS-SARSAT PROGRAMME FOR THE DEPARTMENT OF TRANSPORT FOR A PERIOD OF 60 MONTHS**
- 9.6 ANNEXURE F – APPLICABLE AND RELEVANT IMO RESOLUTIONS DETAILING THE UNDERTAKINGS BY CONTRACTING GOVERNMENTS RELATING TO THE PROVISION OF RADIOCOMMUNICATION SERVICES IN THE GMDSS**
- 9.7 ANNEXURE G – LIST OF AVAILABLE ASSETS AS PER SECTION 6**

  
END OF DOCUMENT



**ANNEXURE "E"**

**FURTHER INFORMATION DETAIL TO APPOINT A SERVICE  
PROVIDER TO PROVIDE GLOBAL MARITIME DISTRESS AND  
SAFETY SYSTEM (GMDSS) INCLUDING MARITIME SAFETY  
INFORMATION  
(MSI), SHORE-BASED FACILITIES AND SERVICES IN TERMS OF  
THE INTERNATIONAL CONVENTION FOR THE SAFETY OF LIFE AT  
SEA (SOLAS) AND COSPAS-SARSAT (LEOSAR/MEOSAR)  
GROUND SEGMENT SERVICES IN TERMS OF THE  
INTERNATIONAL COSPAS-SARSAT PROGRAMME FOR THE  
PERIOD OF THIRTY-SIX (60) MONTHS**

## TABLE OF CONTENTS

<b>1. LIST OF ACRONYMS AND DEFINATIONS</b>	<b>19</b>
<b>2. INTRODUCTION</b>	<b>21</b>
<b>3. INTERFACE WITH CRITICAL ROLE PLAYERS</b>	<b>21</b>
<b>4. IMO'S SUB-COMMITTEE ON NAVIGATION, COMMUNICATION AND SEARCH AND RESCUE (NCSR)</b>	<b>22</b>
<b>5. THE INTERNATIONAL COSPAS-SARSAT PROGRAMME</b>	<b>23</b>
<b>6. MEETING REPORTS</b>	<b>24</b>
<b>7. APPLICABLE AND RELEVANT IMO RESOLUTIONS</b>	<b>25</b>

## 1. LIST OF ACRONYMS AND DEFINITIONS

**“AMSAR”** means aeronautical and maritime search and rescue;

**“Cospas”** is a Russian acronym which means “Cosmicheskaya Sistyema Poiska Aariynyich Sudov” and loosely translates into: “The Space System for the Search of Vessels in Distress”.

**“Continuous radio watch”** means that the radio and listening watch concerned shall not be interrupted other than for brief intervals when the ship's receiving capability is impaired or blocked by its own communications or when the facilities are under periodical maintenance or checks.

**“COSPAS-SARSAT”** is a satellite system that provides distress alert and location information to search and rescue (SAR) services throughout the world for maritime, aviation and land users in distress.

**“DSC (Digital Selective Calling)”** refers to a technique using digital codes which enable a radio station to establish contact with, and transfer information to, another station or group of stations, and complying with the relevant recommendations of the International Telecommunication Union Radiocommunication Sector (ITU-R).

**“GMDSS (Global Maritime Distress and Safety System)”** means the global communications service based upon automated systems, both satellite and terrestrial, to provide distress alerting and promulgation of maritime safety information for mariners.

**“HF (High Frequency) DSC Services”** means watch-keeping services and alerting on the 4, 6, 8, 12 and 16 MHz channels in the Global Maritime Distress and Safety System referred to in Resolution A.704 (17) of the 17<sup>th</sup> session of the Assembly of the International Maritime Organization (as amended).

**“METAREA”** means a geographical sea area established for the purpose of co-ordinating the broadcast of marine meteorological information.

**“MSI (Maritime Safety Information)”** means navigational and meteorological warnings, meteorological forecasts and other urgent safety related messages broadcast to ships.

**“National Legislation”** refers to the South African Maritime and Aeronautical Search and Rescue Act, 2002, as amended; 2016 South African Maritime and Aeronautical Search and Rescue Regulations and other SAR related legislation.

**“NAVAREA”** refers to a geographical sea area established for the purpose of co-ordinating the broadcast of navigational warnings.

“**NAVAREA VII**” is described as the area bounded by the parallel latitude 6°S drawn from the West Coast of Africa to longitude 20°W, then South to Antarctica; and the parallel of latitude 10°30'S drawn from the East Coast of Africa to longitude 55°E, then south to the parallel of latitude 30°S, then eastward to longitude 80°E and then south to Antarctica.

“**Navigational Warning**” means a message containing urgent information relevant to safe navigation broadcast to ships in accordance with the provisions of the International Convention for the Safety of Life at Sea, 1974, as amended.

“**NAVTEX**” means the system for the broadcast and automatic reception of maritime safety information by means of narrow-band direct-printing telegraphy.

“**RCC (Rescue Co-ordination Centre)**” means a unit responsible for promoting efficient organization of search and rescue services and for co-ordinating the conduct of search and rescue operations within a search and rescue region.

“**Recognized mobile satellite service**” means any service which operates through a satellite system and is recognized by the Organization and the vessel flag State, for use in the GMDSS.

“**SAR**” means search and rescue.

“**SAR Information**” means distress alert relays and other urgent search and rescue information broadcast to ships.

“**SARSAT**” means Search and Rescue Satellite Aided Tracking.

“**SafetyNET / SafetyCAST**” means the international service for the broadcast and automatic reception of maritime safety information via recognized mobile satellite service.

“**Satellite service on 406 MHz**” means a service operating through a satellite system having global availability designed to detect EPIRBs transmitting in the frequency band 406.0-406.1 MHz.

“**Sea area A1**” means an area within the radiotelephone coverage of at least one very high frequency (VHF) coast station in which continuous DSC alerting is available, as may be defined by a Contracting Government

“**Sea area A3**” means an area, excluding sea areas A1 and A2, within the coverage of a recognized mobile satellite service supported by the ship earth station carried on board, in which continuous alerting is available.

“**WWNWS (World-Wide Navigational Warning Service)**” means the internationally and nationally co-ordinated service for the promulgation of navigational warnings.

## **2. INTRODUCTION**

2.1 This document (**Annexure “E”**) forms part and parcel of the scope of work in the Terms of Reference for prospective Service Providers to provide Global Maritime Distress and Safety System (GMDSS) including Maritime Safety Information (MSI), Shore-based Facilities and services in terms of the Convention for the Safety of Life at Sea (SOLAS) and COSPAS-SARSAT (LEOSAR/MEOSAR) Ground Segment services in terms of the International COSPAS-SARSAT Programme Agreement to which South Africa is a signatory.

## **3. INTERFACE WITH CRITICAL ROLE PLAYERS**

3.1 The following need to be taken into account by the prospective service provider during the interface with critical role players:

- It is a requirement from a prospective service provider to interact with the following persons/institution/role players who would be critical in the seamless provision of MSI shore-based facilities and services:

### **3.2 Hydrographer/ Hydrographic Office**

- The Hydrographic Office of the South African Navy, is the national and area coordinator for the promulgation of NAVAREA VII warnings.

### **3.3 The South African Weather Service (SAWS)**

- The SAWS compiles weather forecasts for shipping for METAREA VII for broadcasting to ships by the prospective service provider.

### **3.4 Harbour Master's Offices**

- Harbour Masters act as co-ordinators for their areas' local navigational warnings. They also serve as Rescue Sub-centres' Chiefs for search and rescue purposes.

### **3.5 RCCs and Rescue Sub-Centres (RSCs)**

- Rescue Co-ordination Centres and Sub-centres are units of the South African Search and Rescue (SASAR) organization that promote efficient organization of search and rescue services and are responsible for the conduct of search and rescue operations within a search and rescue region.
- Distress alerts or messages are transmitted to these units by Shore-based Facilities and should the distress message initiate a search and rescue operation, these units will, if necessary, communicate via a coast radio station.

#### **3.5.1 The SASAR Organisation**

- The SASAR Organisation is a statutory body delegated with the authority and responsibility to provide South Africa with the operational search and rescue capability. The prospective service provider will render advice to SASAR on maritime and search and rescue communications.

#### **3.5.2 Shore-based Facilities**

- Critical to the provisions of MSI services are Shore-based Facilities (coastal radio stations). Coastal radio stations serve as listening posts for distress and urgency messages from mariners at sea. They also facilitate communications between rescue co-ordination centres and mariners at sea. The broadcasting of navigational warnings to mariners is also achieved through these stations.

### **4. IMO's Sub-Committee on Navigation, Communication and Search and Rescue (NCSR)**

- The NCSR is a standing sub-committee of the Maritime Safety Committee (MSC). Members States of the IMO are members of this sub-committee, which meets once annually at the IMO Headquarters in London. The NCSR is a structure of a specialized international body responsible for development of standards and recommended practices and procedures relating to services to be rendered in terms of the TORs.
- It is responsible for considering and acting on instructions given to it by the MSC regarding measures, systems and regulations applicable to the search and rescue of persons and crafts that are in distress at sea and advising the MSC accordingly.
- South Africa, as member of these international bodies is expected to contribute vigorously and add value to the discussions at these international meetings. Robust participation in the activities of these international bodies will only enhance the global profile of South Africa as a maritime nation.
- As some of the issues discussed at these meetings requires technical and operational insight, the prospective service provider, as the technical and operational expert, must advise and assist the Department and South Africa to develop papers on the various subjects that are on the agendas of these meetings. The prospective service provider will therefore become part of a delegation representing South Africa at all NCSR meetings at own costs.

## 5. International Maritime Satellite Organization (IMSO)

- IMSO's mandate is to oversee the performance of all components and the availability of the mobile satellite communications systems recognized by IMO for their use in the GMDSS as well as act as the Co-ordinator for the Long-Range Identification and Tracking of Ships (LRIT).

- It was established in 1976 by the International Maritime Organization (IMO), a United Nations specialized agency to, at the time, improve maritime communications, thereby assisting in distress and safety of life at sea, the efficiency and management of ships, maritime public correspondence services, and radiodetermination capabilities.
- The prospective service provider will become part of a delegation representing the department at all IMSO meetings at own costs. Their role will be to provide input and support as well as to stay up to date with all developments on a technical and operational level as required.

## **6. THE INTERNATIONAL COSPAS-SARSAT PROGRAMME**

- Consequent to South Africa's association with the above Agreement, the prospective service provider will become part of a delegation representing the former at all Joint Committee and Open Council meetings of the Cospas-Sarsat organization at own costs. Their role will be to provide input and support as well as to stay up to date with all developments on a technical and operational level as required by South Africa's association to the Programme.

## **7. MEETING REPORTS**

- The successful service provider shall provide the Department with monthly and annual reports as set out in the Agreement or as agreed upon or directed by the SASAR Executive Committee to which the service provider shall ensure representation. The reports shall be in electronic format and hard copies. The reports shall contain accurate information so as to enable the Department to monitor and manage the Contractor's performance. All Documentation and Reports shall be in English.

## ANNEXURE "F"

### 9. APPLICABLE AND RELEVANT IMO RESOLUTIONS DETAILING THE UNDERTAKINGS BY CONTRACTING GOVERNMENTS RELATING TO THE PROVISION OF RADIOCOMMUNICATION SERVICES IN THE GMDSS

#### ADENDUM 1 RESOLUTION MSC.496(105) (adopted on 28 April 2022) AMENDMENTS TO THE INTERNATIONAL CONVENTION FOR THE SAFETY OF LIFE AT SEA, 1974

#### CHAPTER IV RADIOCOMMUNICATIONS

##### Regulation 2 – Terms and definitions

1 For the purpose of this chapter, the following terms shall have the meanings defined below:

.1 *AIS-SART* means an automatic identification system search and rescue transmitter capable of operating on frequencies dedicated for AIS (161.975 MHz (AIS1) and 162.025 MHz (AIS2)).

.2 *Bridge-to-bridge communications* means safety radiocommunications between ships from the position from which the ships are normally navigated.

.3 *Continuous radio watch* means that the radio and listening watch concerned shall not be interrupted other than for brief intervals when the ship's receiving capability is impaired or blocked by its own communications or when the facilities are under periodical maintenance or checks.

.4 *Digital selective calling (DSC)* means a technique using digital codes which enables a radio station to establish contact with, and transfer information to, another station or group of stations, and complying with the relevant recommendations of the International Telecommunication Union Radiocommunication Sector (ITU-R).

.5 *Emergency position-indicating radio beacon (EPIRB)* means a transmitter operating in the frequency band 406.0-406.1 MHz capable of transmitting a distress alert via satellite to a rescue coordination centre and transmitting signals for on-scene locating.

.6 *General radiocommunications* means communications other than distress, urgency and safety communications.

.7 *GMDSS* means the Global Maritime Distress and Safety System .

.8 *GMDSS identities* means information which may be transmitted to uniquely identify the ship or its associated rescue boats and survival craft. These identities are the ship's call sign, Maritime Mobile Service Identity (MMSI), EPIRB hexadecimal identity, recognized mobile satellite service identities and equipment serial numbers.

.9 *Locating* means the finding of ships, aircraft, survival craft or persons in distress.



.10 *Maritime safety information (MSI)*<sup>2</sup> means navigational and meteorological warnings, meteorological forecasts and other urgent safety-related messages broadcast to ships.

.11 *Radar SART* means a search and rescue transponder operating on radar frequencies in the frequency band 9.2-9.5 GHz.

.12 *Radio Regulations* means the Radio Regulations complementing the Constitution and Convention of the International Telecommunication Union which is in force at any given time.

.13 *Recognized mobile satellite service* means any service which operates through a satellite system and is recognized by the Organization, for use in GMDSS.

.14 *Satellite service on 406 MHz* means a service operating through a satellite system having global availability designed to detect EPIRBs transmitting in the frequency band 406.0-406.1 MHz.

.15 *Sea area A1* means an area within the radiotelephone coverage of at least one very high frequency (VHF) coast station in which continuous DSC alerting is available, as may be defined by a Contracting Government.<sup>3</sup>

.16 *Sea area A2* means an area, excluding sea area A1, within the radiotelephone coverage of at least one medium frequency (MF) coast station in which continuous DSC alerting is available, as may be defined by a Contracting Government.<sup>3</sup>

.17 *Sea area A3* means an area, excluding sea areas A1 and A2, within the coverage of a recognized mobile satellite service supported by the ship earth station carried on board, in which continuous alerting is available.

.18 *Sea area A4* means an area outside of sea areas A1, A2 and A3.

2 All other terms and abbreviations which are used in this chapter and which are defined in the Radio Regulations and in the International Convention on Maritime Search and Rescue, 1979, as may be amended, shall have the meanings as defined in those Regulations and the SAR Convention.

<sup>1</sup> Refer to *Joint IMO/IHO/WMO Manual on Maritime Safety Information (MSI)* (MSC.1/Circ.1310, as revised).

<sup>3</sup> Refer to *Provision of radio services for the Global Maritime Distress and Safety System (GMDSS)* (resolution MSC.509(105)).

## **Part B** **Undertakings by Contracting Governments<sup>9</sup>**

<sup>9</sup> 1 Each Contracting Government is not required to provide all radiocommunication services.

2 Provision No. 48.1 of the Radio Regulations applies to the operation of coast stations and coast earth stations.

### **Regulation 5 – Provision of radiocommunication services**

1 Each Contracting Government undertakes to make available, as it deems practical and necessary, either individually or in cooperation with other Contracting Governments, appropriate shore-based facilities for the mobile satellite service and maritime mobile service having due regard to the recommendations of the Organization.<sup>10</sup>

These services are:

.1 recognized mobile satellite services;

- .2 a satellite service on 406 MHz;
- .3 the maritime mobile service in the bands between 156 MHz and 174 MHz;
- .4 the maritime mobile service in the bands between 4 000 kHz and 27 500 kHz; and
- .5 the maritime mobile service in the bands between 415 kHz and 535 kHz<sup>11</sup> and between 1 605 kHz and 4 000 kHz.

2 Each Contracting Government undertakes to provide the Organization with pertinent information concerning the shore-based facilities in the mobile satellite service and maritime mobile service, established for sea areas which it has designated off its coasts.<sup>12</sup> Each Contracting Government also undertakes to provide the Organization with timely and adequate notice prior to the planned withdrawal of any of these services or any particular shore-based facilities.

<sup>10</sup> Refer to *Provision of radio services for the Global Maritime Distress and Safety System (GMDSS)* (resolution MSC.509(105)).

<sup>11</sup> Refer to *Implementation of the NAVTEX system as a component of the World-Wide Navigational Warning Service* (resolution A.617(15)).

<sup>12</sup> Information communicated by Contracting Governments is made available through GISIS.

### **Regulation 5-1 – GMDSS identities**

- 1 This regulation applies to all ships on all voyages.
- 2 Each Contracting Government undertakes to ensure that suitable arrangements are made for registering GMDSS identities and for making information on these identities available to rescue coordination centres on a 24-hour basis. Where appropriate, international organizations maintaining a registry of these identities, such as the ITU Maritime Mobile Access and Retrieval System (MARS), shall be notified by the Contracting Government of these identity assignments.

## ADENDUM 2

### RESOLUTION MSC.509(105) (adopted on 28 April 2022)

#### PROVISION OF RADIO SERVICES FOR THE GLOBAL MARITIME DISTRESS AND SAFETY SYSTEM (GMDSS)

THE MARITIME SAFETY COMMITTEE,

RECALLING Article 28(b) of the Convention on the International Maritime Organization concerning the functions of the Committee,

RECALLING ALSO that the Assembly, at its nineteenth session, adopted resolution A.801(19) on *Provision of radio services for the Global Maritime Distress and Safety System (GMDSS)*, authorizing the Maritime Safety Committee to keep the resolution under review and to adopt amendments thereto, as necessary,

RECALLING FURTHER resolution MSC.199(80), by which it adopted, at its eightieth session, amendments to annex 4 to resolution A.801(19) concerning criteria for use when providing a NAVTEX service,

TAKING INTO ACCOUNT the amendments to chapter IV of the International Convention for the Safety of Life at Sea, 1974 ("the Convention"), adopted by resolutions MSC.436(99) and MSC.496(105),

NOTING, in particular, regulation IV/5 of the Convention concerning provision of radiocommunication services,

HAVING CONSIDERED, at its 105th session, the recommendation made by the Sub-Committee on Navigation, Communications and Search and Rescue at its eighth session,

1 ADOPTS the revised *Recommendation on provision of radio services for the GMDSS, the Criteria for use when providing shore-based digital selective calling (DSC) facilities for use in the GMDSS, the Criteria for establishing GMDSS sea areas and the Criteria for use when providing a NAVTEX service*, set out in annexes 1 to 4, respectively, to the present resolution;

2 RECOMMENDS Governments to ensure that provision of radio services for the GMDSS established on or after 1 January 2024 conforms to criteria not inferior to that set out in the annexes to the present resolution;

3 INVITES Governments to:

.1 provide, either individually or in cooperation with other Governments, the radio services deemed practicable and necessary for the proper operation of the GMDSS; and

.2 inform the Secretary-General of shore-based facilities to be provided in support of the GMDSS in response to this resolution through the Organization's Global Integrated Shipping Information System (GISIS);

4 DETERMINES that this resolution supersedes resolution A.801(19), as amended, as from 1 January 2024;

5 INVITES the Assembly to endorse the action taken by the Maritime Safety Committee.

## **ADENDUM 2.1**

### **RECOMMENDATION ON PROVISION OF RADIO SERVICES FOR THE GMDSS**

1 Governments should establish such coast stations, individually or in cooperation with other Governments, as are needed to designate a sea area or areas A1 or A2, or both, off their coasts. Each sea area should be established in accordance with the *Criteria for establishing GMDSS sea areas* recommended in annex 3.

2 Governments that do not define sea areas A1 or A2 should establish such coast stations, individually or in cooperation with other Governments, as are needed to designate a sea area (or areas) A3 or A4 in accordance with SOLAS regulations IV/2.1.17 and 2.1.18. Each sea area should be established in accordance with the *Criteria for establishing GMDSS sea areas* recommended in annex 3.

3 Each Government should submit to the Organization information on the sea area or sea areas (A1, A2, A3 and/or A4) designated, radiocommunication services it has established for the GMDSS, and when there are changes to the sea area or areas it has so defined.

4 Governments should make provision for radiocommunication services in each sea area they have defined, so that a ship, while at sea, can receive shore-to-ship radiocommunication and that coast stations can receive ship-to-shore radiocommunication in accordance with the functional requirements set out in SOLAS regulation IV/4.1.

## **ADENDUM 2.2**

### **CRITERIA FOR USE WHEN PROVIDING SHORE-BASED DIGITAL SELECTIVE CALLING (DSC) FACILITIES FOR USE IN THE GMDSS**

1 Governments, individually or in cooperation with other Governments, desiring to provide a high frequency (HF) DSC coast station for use in the GMDSS should notify the Organization so it can maintain in the GMDSS Master Plan details of HF coast stations providing HF DSC distress watch. Governments should ensure that such HF DSC coast stations are provided in accordance with appendix 1.

2 Governments, individually or in cooperation with other Governments, desiring to provide a medium frequency (MF) DSC coast station serving, either wholly or in part, a particular sea area A2, should notify the Organization as to the extent of continuous coverage and the extent of coverage from shore. This information should be determined by Governments in accordance with the criteria recommended in annex 3. Governments should ensure that MF DSC coast stations are provided in accordance with appendix 2.

3 Governments, individually or in cooperation with other Governments desiring to provide a very high frequency (VHF) DSC coast station serving, either wholly or in part, a particular sea area A1, should notify the Organization as to the extent of continuous coverage and the extent of coverage from shore. This information should be determined by Governments in accordance with the criteria recommended in annex 3. Governments should ensure that VHF DSC coast stations are provided in accordance with appendix 3.

4 In addition, Report ITU-R M.2027 provides engineering guidance to upgrade shore-based facilities to operate the GMDSS in sea areas A1, A2, A3 and A4.

## **1 BASIC PRINCIPLES FOR ESTABLISHING MF DSC COAST STATIONS FOR SEA AREA A2**

The selection of MF DSC coast stations for sea area A2 should be based on the following principles:

- .1 each sea area designated as A2 requires a continuous MF guard on the distress frequencies and a sufficient number of coast stations to provide MF coverage in the coastal area of the Government concerned; and
- .2 in certain areas, several Governments may collectively provide complete coverage (e.g. the North Sea).

## **2 CRITERIA FOR THE PROVISION OF MF DSC COAST STATIONS**

Stations participating in MF DSC watchkeeping in the GMDSS should:

- .1 be affiliated to an RCC and have reliable communications between them;
- .2 provide as complete a coverage of their immediate sea area as possible; and
- .3 be in continuous operation.

## **ADENDUM 5**

## **1 BASIC PRINCIPLES FOR ESTABLISHING VHF DSC COAST STATIONS FOR SEA AREA A1**

The selection of VHF DSC coast stations for sea area A1 should be based on the following principles:

- .1 each sea area designated as A1 requires a continuous VHF guard and should have the minimum number of stations necessary to provide VHF coverage in the coastal area of the Government concerned; and
- .2 in certain areas, several Governments may collectively provide complete coverage along their coasts (e.g. the North Sea).

## **2 CRITERIA FOR THE PROVISION OF VHF DSC COAST STATIONS**

Stations participating in VHF DSC watchkeeping in the GMDSS should:

- .1 be affiliated to an RCC and have reliable communications between them;
- .2 provide as complete a coverage of their immediate sea area as possible; and
- .3 be in continuous operation.

## **ADENDUM 6**

## **CRITERIA FOR ESTABLISHING GMDSS SEA AREAS**

### **1 INTRODUCTION**

Governments should use the following criteria when establishing sea areas as defined in SOLAS regulation IV/2.

### **2 SEA AREA A1**

#### **2.1 General**

The communication range of stations operating in the maritime mobile VHF band is likely to be limited by propagation factors rather than lack of radiated power.

#### **2.2 Guidance criteria**

Sea area A1 is that sea area which is within a circle of radius A nautical miles over which the radio propagation path lies substantially over water. The radius A is equal to the transmission distance between a ship's VHF antenna at a height of 4 m above sea level and the antenna of the VHF coast station which lies at the centre of the circle.

#### **2.3 Determination of radius A**

2.3.1 The following formula should be used to calculate the range A in nautical miles:  
H is the height above sea level of the VHF coast station receiving antenna and h is the height above sea level of the ship's transmitting antenna which is assumed to be 4 m.

2.3.2 The formula given above applies to line-of-sight cases but is not considered adequate for cases where both antennae are at a low level. The VHF range in sea area A1 should be verified by field strength measurements.

### **3 SEA AREA A2**

#### **3.1 General**

3.1.1 Consideration of the reception of radio signals in the 2 MHz band indicates that the range is likely to be limited by propagation conditions and atmospheric noise, which are affected by variations in geographical position and time of day, as well as radiated power.

3.1.2 The theoretical distance to be expected from ground-wave propagation can be determined by reference to the "Ground-wave propagation curves for frequencies between 10 kHz and 30 MHz" in the most recent version of Recommendation ITU-R P.368, to be used above seawater and adjusted as necessary to take account of the actual radiated field strength from the transmitting antenna and the minimum field strength necessary for the proper operation of a receiver conforming with the latest performance standard adopted by the Organization.

3.1.3 The determination of the minimum signal level required for satisfactory radio reception in the absence of other unwanted signals necessitates taking account of the noise with which  $A = 2.5 ( H \text{ (in metres)} + h \text{ (in metres)} )$  the wanted signal must compete. The latest Recommendation ITU-R P.372 gives the world distribution of values of noise level and of other noise parameters and shows the method of using these in the evaluation of the probable performance of a radio circuit.

3.1.4 In addition, the most recent version of Recommendation ITU-R M.1467 provides guidance to Administrations for predicting sea area A2 by taking into account variations in the propagation conditions.

### **3.2 Guidance criteria**

Sea area A2 is that sea area which is within a circle of radius B nautical miles over which the propagation path lies substantially over water and which is not part of any sea area A1, the centre of the circle being the position of the coast station receiving antenna.

### **3.3 Determination of radius B**

The radius B may be determined for each coast station by reference to the most recent versions of Recommendations ITU-R P.368 and ITU-R P.372 for the performance of a single sideband (J3E) system under the following conditions:

Frequency - 2 182 kHz  
Bandwidth - 3 kHz  
Propagation - ground wave  
Time of day - 2  
Season - 2  
Ship's transmitter power (PEP) - 60 W<sup>3</sup>  
Ship's antenna efficiency - 25%  
Radio frequency signal over noise (RF S/N) - 9 dB (voice)  
Mean transmitter power - 8 dB below peak power  
Fading margin - 3 dB

The range of sea area A2 should be verified by field strength measurements.

## **4 SEA AREA A3**

### **Guidance criteria**

Sea area A3 means an area, excluding sea areas A1 and A2, within the coverage of a recognized mobile satellite service supported by the ship earth station carried on board in which continuous alerting is available.

## **5 SEA AREA A4**

### **Guidance criteria**

Sea area A4 means an area outside of sea areas A1, A2 and A3.

<sup>2</sup> Administrations should determine time periods and seasons appropriate to their geographic area based on prevailing noise level.

<sup>3</sup> In the absence of field strength measurements, it may be assumed that this range will be obtained by a radio frequency power of 60 watts PEP for full carrier emissions generated by a single sinusoidal oscillation in an antenna of 25% efficiency.

## **ADENDUM 7**

### **CRITERIA FOR USE WHEN PROVIDING A NAVTEX SERVICE**

1 There are two basic areas which must be defined when establishing a NAVTEX service. They are:

**Coverage area:** An area defined by an arc of a circle having a radius from the transmitter calculated according to the method and criteria given in this annex.

**Service area:** A unique and precisely defined sea area, wholly contained within the coverage area, for which MSI is provided from a particular NAVTEX transmitter. It is normally defined by a line which takes full account of local propagation conditions and the character and volume of information and maritime traffic patterns in the region.

2 Governments desiring to provide a NAVTEX service should use the following criteria for calculating the coverage area of the NAVTEX transmitter they intend to install, in order to:

.1 determine the most appropriate location for NAVTEX stations having regard to existing or planned stations;

.2 avoid interference with existing or planned NAVTEX stations; and

.3 establish a service area for promulgation to seafarers.

3 The ground-wave coverage may be determined for each coast station by reference to the most recent versions of Recommendations ITU-R P.368 and ITU-R P.372 for the performance of a system under the following conditions:

Frequency - 518 kHz

Bandwidth - 300 Hz

Propagation - ground wave

Time of day - 4

Season - 4

Transmitter power - 5

Antenna efficiency - 5

Radio frequency signal over noise (RF S/N) in 500 Hz bandwidth - 8 dB<sup>6</sup>

Percentage of time - 90

4 Full coverage of NAVTEX service area should be verified by field strength measurements.

5 In addition, the most recent version of Recommendation ITU-R M.1467 provides guidance to Administrations for predicting NAVTEX coverage areas by taking into account variations in the propagation conditions.

\*\*\*

<sup>4</sup> Administrations should determine time periods in accordance with NAVTEX time transmission table (see NAVTEX Manual) and seasons appropriate to their geographic area based on prevailing noise level.

<sup>5</sup> The range of a NAVTEX transmitter depends on the transmitter power and local propagation conditions. The actual range achieved should be adjusted to the minimum required for adequate reception in the NAVTEX area served, taking into account the needs of ships approaching from other areas. Experience has indicated that the required range of 250 to 400 nautical miles (nm) can generally be attained by transmitter power in the range between 100 and 1,000 W during daylight with a 60% reduction at night. The receiver characteristics, particularly as regards the bandwidth response, must be compatible with that of the NAVTEX transmitter.

<sup>6</sup> Bit error rate  $1 \times 10^{-2}$ .

## ADENDUM 8



**E**

---

4 ALBERT EMBANKMENT LONDON SE1 7SR  
Telephone: +44 (0)20 7735 7611 Fax: +44 (0)20 7587 3210

GMDSS.1/Circ.23  
4 March 2019

### **MASTER PLAN OF SHORE-BASED FACILITIES FOR THE GLOBAL MARITIME DISTRESS AND SAFETY SYSTEM (GMDSS MASTER PLAN)**

- 1 The Sub-Committee on Navigation, Communications and Search and Rescue (NCSR), at its third session (29 February to 4 March 2016), agreed to the development of a new module of the Global Integrated Shipping Information System (GISIS) to facilitate the communication of information to the Organization on shore-based facilities for the Global Maritime Distress and Safety System (GMDSS), as required under SOLAS regulation IV/5. The Maritime Safety Committee (MSC), at its ninety-seventh session (21 to 25 November 2016), endorsed the development of the new GISIS module to replace the existing GMDSS.1 circulars on the Master plan of shore-based facilities for the GMDSS (GMDSS Master Plan).
- 2 The NCSR Sub-Committee, at its sixth session (16 to 25 January 2019), noted that the new GISIS module on the GMDSS Master Plan had been completed, including the migration process of the information contained in the annexes of GMDSS.1/Circ.22, and invited Member States to verify the accuracy of the information migrated into the new GISIS module and to update the information before the content was released to all registered Public Account holders.<sup>1</sup>
- 3 As from 28 February 2019, all information related to shore-based facilities for the GMDSS communicated to the Organization is available to all registered Public Account holders through the new GISIS module on the GMDSS Master Plan.
- 4 The information contained in the GMDSS Master Plan GISIS module is similarly structured as the GMDSS Master Plan in previous GMDSS.1 circulars (annexes 1 to 12). The module is divided into 12 sections, as follows:

- .1 Status of facilities;<sup>2</sup>

---

<sup>1</sup> Any member of the public who is registered with an IMO Web account.

<sup>2</sup> This section provides a summary of all entries under other sections.

- .2 Sea Area A1 (within range of shore-based VHF DSC coverage);
- .3 Sea Area A2 (within range of shore-based MF DSC coverage);
- .4 Sea Areas A3 and A4 (outside sea area A2);

---

I:\CIRC \GMDSS \01\GMDSS.1 -CIRC.23.docx



GMDSS.1/Circ.23  
Page 2

---

- .5 Inmarsat facilities;
  - .6 Coordination Centres (RCCs) using Inmarsat Ship Earth Stations (SEs);
  - .7 NAVTEX Service;<sup>3</sup>
  - .8 International SafetyNET Service;<sup>3</sup>
  - .9 HF Narrow Band Direct Printing (NBDP) MSI Broadcast Service;
  - .10 Cospas-Sarsat MCC and LUT;
  - .11 EPIRB Registration Data; and
  - .12 Contact Points for Global Maritime Distress and Safety System (GMDSS).<sup>4</sup>
- 5 Additional functionalities to download or export the information contained in different sections are currently under development and will be available in due course.
- 6 Member States are invited to review and update the information directly in the new GISIS module, as and when changes occur. In accordance with Circular Letter

No.2892, nominated IMO Web Accounts administrators of Member States can authorize users within their Administration as GMDSS module managers who will be the only person(s) authorized to make changes, update and submit information, after 28 February 2019.

- 7 Member States are also invited to bring the information in this circular to the attention of all parties concerned.
  - 8 This circular supersedes GMDSS.1/Circ.22 issued on 30 July 2018.
- 

<sup>3</sup> An additional verification process is required before any changes to the information contained in this section become visible to registered Public Account holders.

<sup>4</sup> This section has been retitled to accommodate general GMDSS-related contact information.

**ANNEXURE G – LIST OF AVAILABLE ASSETS AS PER SECTION 7**

  
END OF DOCUMENT

**THE NATIONAL TREASURY**

**Republic of South Africa**



---

**GOVERNMENT PROCUREMENT:  
GENERAL CONDITIONS OF CONTRACT**

**July 2010**

**GOVERNMENT PROCUREMENT**  
**GENERAL CONDITIONS OF CONTRACT**  
**July 2010**

**NOTES**

The purpose of this document is to:

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

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

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

## TABLE OF CLAUSES

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

## General Conditions of Contract

### 1. Definitions

1. The following terms shall be interpreted as indicated:
  - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
  - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
  - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
  - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
  - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
  - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
  - 1.7 "Day" means calendar day.
  - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
  - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
  - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
  - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the

RSA.

- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such

obligations of the supplier covered under the contract.

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

**2. Application**

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

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

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

**3. General**

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

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

**4. Standards**

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

**5. Use of contract documents and information; inspection.**

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

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

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

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

**6. Patent rights**

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



**7. Performance security**

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
  - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

**8. Inspections, tests and analyses**

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or

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

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

**9. Packing**

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

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

**10. Delivery and documents**

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

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

**11. Insurance**

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

**12. Transportation**

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

**13. Incidental services**

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

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

- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
  - (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.
- 14. Spare parts**
- 14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
  - (b) in the event of termination of production of the spare parts:
    - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
    - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.
- 15. Warranty**
- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

- 16. Payment**
- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.
- 17. Prices**
- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
- 18. Contract amendments**
- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 19. Assignment**
- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts**
- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance**
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

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

## **22. Penalties**

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

## **23. Termination for default**

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

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any



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

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

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

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

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

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

#### **24. Anti-dumping and countervailing duties and rights**

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

may be due to him

**25. Force Majeure**

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

**26. Termination for insolvency**

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

**27. Settlement of Disputes**

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
  - (b) the purchaser shall pay the supplier any monies due the supplier.

**28. Limitation of liability**

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language** 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law** 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices** 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties** 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation (NIP) Programme** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34 Prohibition of Restrictive practices** 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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

ANNEXTURE A



**transport**

Department:  
Transport  
REPUBLIC OF SOUTH AFRICA



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

# DOT/05/2026/CA

## 1 RULES OF BIDDING

### 1.1 COMPULSORY INFORMATION SESSION

- 1.1.1 A compulsory Briefing session will be held at the Department as detailed in the Advert. The compulsory Briefing session provides bidders with an opportunity to clarify aspects of the process as set out in this document and to address any substantive issues that bidders may wish to raise. Any Briefing Notes which may be issued by the Department to the Service Providers should be considered as part of this project.
- 1.1.2 Firms may ask for clarification on this TOR or any of its Annexures up to close of business forty-eight (48) hours before the deadline for the submission of bids. Any request for clarification must be submitted by email to the Bid Office. Copies of questions and answers will be emailed to all firms that register at the briefing session.

### 1.2 FORMAT AND SUBMISSION OF BIDS

- 1.2.1 Bidders must submit their bids on the stipulated closing date and time. Late bids will not be considered. All late bids must be collected within seven (7) days failing which the DOT will discard of such late proposals.
- 1.2.2 Bids must be submitted in two (2) envelopes, one (1) with the technical proposal and the other pricing. Supporting documents required for compliance including all the SDB documents except for SDB 3.3, must be submitted together with the technical proposal.**
- 1.2.3 Format of submission of proposals:
- Envelopes must be clearly marked with Company name, DOT Nr and whether it is the technical or financial response;
  - Proposals must be submitted as one (1) original and four protected soft copies. Soft copies must be exact copies of the original technical document, including all supporting documents, and should be labelled properly.

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

- c. Soft copies are not required for financial proposals. If a bidder does submit the financial proposal in soft copies, those copies must be sealed in the envelope marked financial.
  - d. Including the financial proposal on the technical soft copy will lead to automatic disqualification.
- 1.2.4 In order to evaluate and adjudicate bids effectively, it is imperative that bidders submit responsive bids. To ensure a bid will be regarded as responsive it is essential to comply with all conditions pertaining to mandatory requirements.
- 1.2.5 Each bidder must attach all applicable documents in support of its bid in accordance with the requirements set out in this bid as well as any other relevant materials, photographs and/or attachments.
- 1.2.6 Each bid, once submitted, constitutes a binding and irrevocable offer to provide the Services on the terms set out in the bid, which offer cannot be amended after its date of submission.
- 1.2.7 Department of Transport (DOT) reserves the right to accept or consider any bid in full or in part or any responses or submissions in relation thereto.
- 1.2.8 DOT reserves the right to appoint more than one bidder whose bid most successfully conforms to the Criteria and the Requirements in accordance with the terms and conditions described in the TOR.
- 1.2.9 DOT reserves the right to request any additional information that it may require or deem necessary. All such requests shall be in writing.
- 1.2.10 After careful consideration and thorough examination of the proposals, DOT shall select the successful Bidder whose proposal most closely satisfies the criteria and the requirements, including costing of all deliverables and submission of a financial proposal that is responsive to the bid. The lowest price (management fee where applicable) offered will not necessarily be a decisive factor in choosing between Proposals.
- 1.2.11 The Department published the results of the outcome of a tender process, including the details of the successful bidder in the same media that was used to advertise the bid.

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

- 1.3.1 A proposal submitted by a company, close corporation or other legal person must be accompanied by a resolution or agreement of the directors or members and be signed by a duly authorized person.
- 1.3.2 A proposal submitted by a partnership must be accompanied by a written partnership agreement.
- 1.3.3 A proposal submitted by a consortium or joint venture of two or more parties must be accompanied by a signed memorandum of understanding between the parties to such consortium indicating:
- a. the conditions under which the consortium will function;
  - b. its period of duration;
  - c. the persons authorized to represent it;

INITIAL:

INITIAL: SERVICE PROVIDER

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

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

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

##### 1.4.1 Tax compliance – General

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

##### 1.4.2 Tax compliance – Consortia / Joint Ventures

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

##### 1.4.3 Claiming of Preference Points – General

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

##### 1.4.4 Claiming of Preference Points – Consortia / Joint Ventures

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

##### 1.4.5 Claiming of Preference Points during Sub-Contracting

- a. A bidder will not be awarded points preference if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise

INITIAL:

INITIAL: SERVICE PROVIDER

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

that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

- b. A bidder awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher total score on preference goals points claimed, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

## 1.5 TENDER DEFAULTERS AND RESTRICTED SUPPLIERS

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

## 2 CONFIDENTIALITY OF INFORMATION & INTELLECTUAL PROPERTY RIGHTS

### 2.1 CONFIDENTIAL INFORMATION

- 2.1.1 **Confidentiality obligation.** Each Party ("the receiving Party") must treat and hold as confidential all information which they may receive from the other Party ("the disclosing Party ") or which becomes known to them concerning the disclosing Party during the duration of this Contract.
- 2.1.2 **Nature of the confidential information.** The confidential information of the disclosing Party shall, without limitation, include:
  - a. all software and associated material and Documentation, including information contained therein;
  - b. all information relating to :
    - i. the disclosing Party's past, present and future research and development;
    - ii. the disclosing Party's business activities, products, services, customers and clients, as well as its technical knowledge and trade secrets;
    - iii. the terms and conditions of this Contract; and
    - iv. the Department's data.
- 2.1.3 The Parties shall, except as permitted by the Contract, not disclose or publish any confidential information in any manner, for any reason or purpose whatsoever without the prior written consent of the disclosing Party and in the event of the confidential information relating to a third party, it shall also be incumbent on the receiving Party to obtain the consent of such third party.
- 2.1.4 **Receiving Party's obligations with regard to confidential information.** The receiving Party agrees that in order to protect the proprietary interests of the disclosing Party in its confidential information:

INITIAL:

INITIAL: SERVICE PROVIDER

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

- a. it will only make the confidential information available to those of its Personnel who are actively involved in the execution of this Contract;
- b. it will initiate internal security procedures reasonably acceptable to the disclosing Party to prevent unauthorised disclosure and will take all practical steps to impress upon those Personnel who need to be given access to confidential information, the confidential nature thereof;
- c. subject to the right to make the confidential information available to their Personnel under clause 15.4.1 above, they will not at any time, whether during this Contract or thereafter, either use any confidential information of the disclosing Party or directly or indirectly disclose any confidential information of the disclosing Party to third parties;
- d. all written instructions, drawings, notes, memoranda and records of whatever nature relating to the confidential information of the disclosing Party which have or will come into the possession of the receiving Party and its Personnel, will be, and will at all times remain, the sole and absolute property of such Party and shall be promptly handed over to such Party when no longer required for the purposes of this Contract.

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

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

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

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

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

INITIAL:

INITIAL: SERVICE PROVIDER

## 2.2 INTELLECTUAL PROPERTY RIGHTS

- 2.2.1 **Ownership in Services vests in Department.** All rights of ownership and copyright in the Services to be provided by the Contractor to the Department shall vest solely with the Department, and the Contractor will not make such information available to any other party without the written consent of the Department on such terms and conditions as may be stipulated by the Department at that time.
- 2.2.2 **No aspect of the Services to infringe 3<sup>rd</sup> Party intellectual property rights.** The Contractor warrants that no aspect of the Services provided in terms hereof will infringe any patent, design, copyright, trade secret or other proprietary right of any third party ("third party proprietary rights"), and the Contractor shall, at its own cost, defend the Department against any claim that the Services infringe any such third party proprietary rights, provided that the Department gives prompt notice to the Contractor of such claim and the Contractor controls the defence thereof.
- 2.2.3 The Contractor further indemnifies the Department against, and undertakes that it will pay all costs, damages and attorney fees, if any, finally awarded against the Department in any action which is attributable to such claim and will reimburse the Department with all costs reasonably incurred by the Department in connection with any such action.
- 2.2.4 **Process in the event of a claim.** Should any person make any claim against the Department in terms of clause 16.2, the Department shall give the Contractor notice thereof within ten (10) days of becoming aware of such claim to enable the Contractor to take steps to contest it.
- 2.2.5 **Infringement of 3<sup>rd</sup> Party rights.** Should any third party succeed in its claim for the infringement of any third party proprietary rights, the Contractor shall, at its discretion and within thirty (30) days of the Services having been found to infringe:
- e. obtain for the Department the right to continue using the subject of infringement or the parts thereof which constitute the infringement; or
  - f. replace the subject of infringement or the parts thereof which constitute the infringement with another product or service which does not infringe and which is materially similar to the subject of infringement; or
  - g. alter the subject of infringement in such a way as to render it non-infringing while still in all respects operating in substantially the same manner as the subject of infringement; or
  - h. withdraw the subject of infringement.
- 2.2.6 **Ownership.** Ownership of all Departmental data, whether under its control or not, shall continue to vest in the Department and the Contractor shall not obtain any proprietary rights of such data.
- 2.2.7 **Data may only be used in performance of the Services.** The Department's data in the possession of the Contractor, or to which the Contractor may have access during the currency of this Contract, may not be used by the Contractor for any purposes whatsoever other than as may be specifically required to enable the Contractor to comply with its obligations in terms of this Contract.
- 2.2.8 **Preservation of integrity of data.** Both Parties shall take reasonable precautions (having regard to the nature of their obligations in terms of this Contract), to preserve the integrity of the Department's data and to prevent any unauthorised access, corruption, or loss of such data.

INITIAL:

INITIAL: SERVICE PROVIDER

### 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 The Department also reserves the right to call interviews, site visits and/or call for demo's of the product or solution, with short-listed Service Providers before final selection, and to negotiate price with the Preferred Service Providers.
- 3.1.5 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.
- 3.1.6 Bid submission requirements must be completed in sections and appendices provided in the bid document.
- 3.1.7 **ALL BIDDERS MUST BE REGISTERED ON THE CENTRAL SUPPLIER DATABASE AT NATIONAL TREASURY.** More information in this regards is available on [www.ocpo.treasury.gov.za](http://www.ocpo.treasury.gov.za). Proof of registration must be submitted together with the technical proposal.
- 3.1.8 Bidders may provide any additional information deemed important for the DOT to consider.
- 3.1.9 Prospective Bidders must at all times comply with the Department's Supply Chain rules and processes with regard to all projects and payments.

#### 3.2 ORDER OF PRECEDENCE.

- 3.2.1 In the event of any conflict between any provisions of the SCC, GCC, Proposal and any other document accompanying the Bid, the following order of precedence shall prevail–
- a. TOR;
  - b. SLA, if applicable;
  - c. Standard Bidding Documents;
  - d. SCC, if applicable;
  - e. GCC;
  - f. and
  - g. Proposal.

INITIAL:

INITIAL: SERVICE PROVIDER

### 3.3 DURATION

- 3.3.1 The project is expected to be for a period of 36 months.
- 3.3.2 The Contract shall commence on the Effective Date and, subject to the rights of termination stipulated herein, terminate on the Completion Date as specified in the Contract.

### 3.4 CONTRACT AMENDMENTS

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

### 3.5 SUBCONTRACTS

- 3.5.1 The Contractor shall notify the Department in writing of all sub-contracts awarded under the Contract, before the commencement of the Contract, as well as at any time during the Contract.
- 3.5.2 **The right to sub-contract.** The Contractor may, with the prior written consent of the Department, sub-contract any of its obligations in terms of this Contract, or any part thereof, to a third party, provided that:
- a. such sub-contracting shall not absolve the Contractor from any responsibility for complying with its obligations in terms of this Contract and the Contractor hereby indemnifies and holds the Department harmless against any loss, harm or damage which the Department may suffer as a result of such sub-contracting;
  - b. the Contractor shall at all times remain the sole point of contact for the Department in respect of the Services by the Contractor.
- 3.5.3 **Department may withdraw consent.** The Department shall have the right at any time, and upon such good cause shown to withdraw such consent for a sub-contractor on thirty (30) days notice to the Contractor and in that event no claim against the Department by the Contractor or any other person on the grounds of the granting of such consent or the withdrawal thereof shall be entertained, and the Contractor indemnifies the Department against any such claims and costs so incurred.”

### 3.6 CONTRACTOR'S PERSONNEL

- 3.6.1 **Project Team.** The Contractor shall make available the skills and expertise of the Project Team referred to in the Bid who shall be involved in the Contract or the Services, unless otherwise agreed to by the Department, which agreement shall not be unreasonably withheld.
- 3.6.2 **Exceptions.** Notwithstanding the provisions of clause 6.6.1, where, due to circumstances beyond the control of the Contractor, a member of the Project Team cannot act in accordance with the provisions of this clause due to their dismissal, resignation or incapacity, the Contractor shall, to the extent possible, implement an appropriate succession plan to minimise the effect of the unavailability of such member.



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

- 3.6.3 **Suitably qualified Personnel.** The Contractor shall employ suitably qualified, experienced and trained Personnel to provide the Services, provided that the Contractor shall be entitled in its discretion, to allocate Personnel resources in accordance with the technical or other skills and knowledge required, which discretion shall not have a negative impact on the provision of the Services.
- 3.6.4 The Contractor's Personnel providing the Services may be absent for short periods of time for reasons including annual leave and training. The Contractor undertakes to avoid any disruption of the Services due to such circumstances.
- 3.6.5 **Contractor to adhere to security procedures of the Department.** The Contractor's Personnel including the Project Team shall at all times when on the Department's premises, adhere to the standard health, safety and security procedures and guidelines applicable to the Department's Personnel, as varied and conveyed by the Department to the Contractor from time to time.
- 3.6.6 Should the Department at any time have reason to believe that any of the Contractor's Personnel is failing to comply with such standard health, safety and security procedures and guidelines, the Department may deny such person access to any or all of the Department's premises or systems and require the Contractor to replace such person without delay.

### 3.7 PAYMENT

#### 3.7.1 Invoice.

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

#### 3.7.2 Detailed Pricing.

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

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

INITIAL:

INITIAL: SERVICE PROVIDER

### 3.7.3 Fees

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

### 3.7.4 Rates

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

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

### 3.7.5 Payment information

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

### 3.7.6 Total Contract Price.

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

### 3.7.7 Price all-inclusive.

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

## 3.8 DELIVERY AND DOCUMENTS

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

INITIAL:

INITIAL: SERVICE PROVIDER

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

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

**3.9 PENALTY REGIME**

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

**3.10 TERMINATION**

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

INITIAL:

INITIAL: SERVICE PROVIDER

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

- 3.10.2 The Department may, without prejudice to any other rights it may have, terminate this Contract by written notice to the Contractor, upon the occurrence of the following events, namely if :
- a. the Contractor fails to adhere to set timeframes, service levels or service standards as determined in the TOR, SLA and/or Project Plan;
  - b. the Contractor, in the opinion of the Department, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract;
  - c. judicial execution is levied on the Contractor's goods and which remains unpaid for 14 days after attachment;
  - d. there has been a material defect, error or failure by the Contractor to comply with applicable laws or rules in the Bid or in the awarding of this Contract which is incapable of rectification and that requires this Contract to be terminated;
  - e. the Contractor, when advised that its Proposal has been accepted, has given notice of inability to sign or execute the Contract;
  - f. the Contractor has abandoned its obligations in terms of this Contract;
  - g. the Contractor has deliberately furnished inaccurate information in its Bid with regard to its previous experience relating to the Services, or with regard to any other material information; or
  - h. the Contractor ceases to carry on business as the Contractor of the Service.
- 3.10.3 In the event that negotiations between the Department and the Preferred Service Provider/s fail with regard to the conclusion of a Contract, the Department reserves its right not to appoint the Preferred Service Provider/s without incurring any liability to compensate or reimburse the Preferred Service Provider/s.
- 3.10.4 In the event that the Contractor does not complete Services in terms of this Contract by the Completion Date, the Department may view this as a material breach of this Contract and claim specific performance, and/or damages.
- 3.10.5 The Preferred Service Provider may be required to enter into a Service Level Agreement (SLA) prior to appointment.
- 3.10.6 The individuals proposed for professional work on the project shall remain on the project unless the Department grants prior permission to change the team composition. Such permission will not be withheld unreasonably.
- 3.10.7 The Department reserves the right to terminate the Agreement in the event that no consensus can be reached on the terms and conditions of a subsequent Service Level Agreement."

  
 END OF DOCUMENT

INITIAL:

INITIAL: SERVICE PROVIDER

**ANNEXTURE B**

**FINANCIAL  
PROPOSAL**

**PRICING SCHEDULE**  
(Professional Services)

NAME OF BIDDER: .....	BID NO: .....
CLOSING TIME 11:00	CLOSING DATE.....

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

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

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

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

R.....

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

4. PERSON AND POSITION

HOURLY RATE

DAILY RATE

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

R.....      .....

R.....      .....

R.....      .....

R.....      .....

R.....      .....

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

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

R..... days

R..... days

R..... days

R..... days

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

DESCRIPTION OF EXPENSE TO BE INCURRED

RATE

QUANTITY

AMOUNT

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

..... R.....

..... R.....

..... R.....

..... R.....

TOTAL: R.....

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

Name of Bidder: .....

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

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
.....	.....	.....	R.....
.....	.....	.....	R.....
.....	.....	.....	R.....
.....	.....	.....	R.....
TOTAL: R.....			

- 6. Period required for commencement with project after acceptance of bid .....  
.....
- 7. Estimated man-days for completion of project .....  
.....
- 8. Are the rates quoted firm for the full period of contract? \*YES/NO
- 9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index. ....  
.....  
.....  
.....

**\*[DELETE IF NOT APPLICABLE]**

Any enquiries regarding bidding procedures may be directed to the –  
(INSERT NAME AND ADDRESS OF DEPARTMENT/ENTITY)

Tel:  
Or for technical information –  
(INSERT NAME OF CONTACT PERSON)

Tel:

ANNEXTURE B



**ANNEXURE B  
Pricing Schedule**

<b>Bid ref. number:</b>		<b>Expected project start date:</b>	
		<b>Expected duration (Months)</b>	

<b>Description of bid:</b>	
----------------------------	--

<b>Name of bidder:</b>	
------------------------	--

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

Indicative project time frames		
Start	End	Duration
	Months	

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

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

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

<b>Confirmation by bidder</b>
Signature
Name:
Designation:
Date:

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

Orange coloured cells to be completed by DOT  
Yellow coloured cells to be completed by bidder



## PRICE INSTRUCTIONS

DOT/XX/XX/XX

APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE GLOBAL MARITIME DISTRESS AND SAFETY SYSTEM (GMDSS) INCLUDING MARITIME SAFETY INFORMATION (MSI), SERVICES IN TERMS OF THE INTERNATIONAL CONVENTION FOR THE SAFETY OF LIFE AT SEA (SOLAS) AND COSPAS-SARSAT (LEOSAR/MEOSAR) GROUND

### 1. STRUCTURE OF THE TENDER

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

### 2. GENERAL INSTRUCTIONS FOR COMPLETING THE PRICING SCHEDULE TEMPLATES

#### 2.1 Tender submission format

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

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

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

#### 2.2 Input spreadsheets

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

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

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

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

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

#### 2.3 Currency and VAT

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

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

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

DOT/XX/XX/XX

APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE GLOBAL MARITIME DISTRESS AND SAFETY SYSTEM (GMDSS) INCLUDING MARITIME SAFETY INFORMATION (MSI), SERVICES IN TERMS OF THE INTERNATIONAL CONVENTION FOR THE SAFETY OF LIFE AT

**Annexure B1: Proposed Team Daily Rates**

Bidder Name:

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

**Bidder signature**

Signature



ANNEXTURE C

**SERVICE LEVEL AGREEMENT  
(DRAFT – FOR DISCUSSION)**

FOR **XXXXXXX**

BETWEEN

**THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA**

in its

**DEPARTMENT OF TRANSPORT**

(hereinafter referred to as “The Department”)



**AND**

**SERVICE PROVIDER**

(hereinafter referred to as “The Contractor”)

## PREAMBLE

**WHEREAS**, the Department requested proposals for XXXXXXXXX.

**WHEREAS**, the Department accepted the Contractor's Proposal, based on the representations made in the Proposal.

**AND WHEREAS**, the Department and the Contractor wish to record the terms of their Agreement in a written agreement.

**NOW, THEREFORE**, in consideration of the mutual conditions, representations, warranties and agreements contained herein, the Parties hereto agree as follows:

### 1. DEFINITIONS AND INTERPRETATION

#### 1.1 Definitions

In this Agreement the following expressions and words have the meaning assigned to them below and the expression and words will have a corresponding meaning, unless inconsistent with or otherwise indicated by the context:

- 1.1.1. "Accepted, approved, authorized, directed, ordered and rejected", means accepted, approved, authorized, directed, ordered or rejected by the Department or the Department's Project Manager, as the case may be, and must be in writing;
- 1.1.2. "Agreement", means the contents of this Agreement together with the Schedules and Annexes hereto;
- 1.1.3. "applicable laws" means all applicable laws, ordinances, regulations, judgments and orders of any competent court, central bank or governmental agency, authority in any relevant jurisdiction within the Republic of South Africa, requirements of the PFMA, National Treasury regulations, and such other laws as may be applicable;
- 1.1.4. "Business Day", means any day in the Republic which is not a Saturday, Sunday or official public holiday in terms of the meaning in the Public Holidays Act of 1994. All references in this Agreement to days shall be deemed to be to calendar days, unless specifically stipulated as being Business Days;
- 1.1.5. "Change Control Procedure", means the procedure via which the Parties shall manage changes to the Services, as set out in Schedule 1 to this Agreement;
- 1.1.6. "confidential information" means any information:
  - 1.1.7. determined by the Department to be privileged or confidential;
  - 1.1.8. discussed in closed session by the Department;
  - 1.1.9. which if disclosed would violate a person's right to privacy; or
  - 1.1.10. declared to be privileged, confidential or secret in terms of any law including, but not limited to, information contemplated in sections 34(1); 36(1); 37(1)(a); 38(a); 39(1)(a); 40 or 43(1) of the Promotion of Access to Information Act, 2000;
- 1.1.11. "Contractor", means Service Provider represented herein by Paul Maclons, Managing Director being duly authorised thereto;

- 1.1.12. "Contract Price", means the fixed annual amount, including VAT, tendered by the Contractor in the Proposal and accepted by the Department as set out in Schedule 3 in respect of the first year of operation commencing with effect from the Effective Date which, for subsequent years is subject to annual escalation in accordance with the escalation formula set out in Schedule 3 ;
- 1.1.13. "deliverables" means those deliverables as set out in the Agreement;
- 1.1.14. "Department", means the Department of Transport, herein represented by Director General, or his delegated authority, being duly authorised thereto;
- 1.1.15. "Effective Date", means 1 September 2016 the date on which this Agreement comes into full force and effect;
- 1.1.16. "good industry practice" means using standards, practices, methods and procedures conforming to applicable law and exercising that degree of skill, care, diligence, prudence and foresight that would reasonably and ordinarily be expected of a skilled, and experienced person engaged in a similar type of undertaking under similar circumstances;
- 1.1.17. "Month", means a calendar month commencing on the first and ending on the last day of the month;
- 1.1.18. "Party" and "Parties", means the Department and/or the Contractor as the context indicates;
- 1.1.19. "Person", means an individual, a cooperation, a partnership, an association, a trust or any other entity or organization;
- 1.1.20. "Prime Interest Rate", means the annual prime overdraft rate issued daily by First National Bank of South Africa, expressed as a percentage;
- 1.1.21. "project" means xxxxxxxxxxxx for the Department of Transport for a period of xxxxxx year(s);
- 1.1.22. "Project Manager", means the representative of the Parties appointed by the Parties in terms of clause 12 to fulfil the functions set out therein and administer the Services on behalf of the Parties and includes any party delegated or designated by such Project Manager to fulfil all or some of his functions;
- 1.1.23. "Project Leader", means the representative of the Parties appointed by them in terms of clause 12 to fulfil the functions set out therein to be the person responsible for the administration of this Agreement and the Services and includes any party delegated or designated by such Project Leader to fulfil all or some of his functions;
- 1.1.24. "Proposal", means the Contractor's Proposal submitted in response to the Department's Request for Proposals, the Specifications and documents accompanying the Proposal as well as any presentations made by the Contractor to the Department during the evaluation process and accepted by the Department;
- 1.1.25. "Request for Proposals", means the Department's Request for Proposals and/or Terms of Reference , Tender No. DOT xxxxx, issued by the Department in respect of the provision xxxxxxxxxxxx, issued on xxxxxxxxxxxx;

- 1.1.26. "Services", means the Services to be provided by the Contractor to the Department as set out **Schedule 2**;
- 1.1.27. "signature date" means the date of signature of this agreement by the last signing party;
- 1.1.28. "Steering Committee" means an inter-governmental steering committee established to oversee the development and maintenance of the NRMP;
- 1.1.29. "termination date" means any date of termination of the agreement in accordance with clause 13 of the agreement;
- 1.1.30. "variation" means any variation to the scope of services in terms of the agreement;

## 1.2 Interpretation.

In this Agreement –

- 1.2.1 unless the context indicates a contrary intention an expression which denotes:
- 1.2.2 any reference to the singular includes the plural and *vice versa*;
- 1.2.3 any reference to the natural person includes legal persons and *vice versa*;
- 1.2.4 any reference to a gender includes the other genders;
- 1.2.5 the Clause headings are for convenience and are not to be used in its interpretation;
- 1.2.6 if any provision in any definition constitutes a substantive provision conferring rights or imposing obligations on any party, effect shall be given to it as if it were a substantive clause in the body of this Agreement, notwithstanding that it is only contained in the interpretation clause;
- 1.2.7 references to clauses, schedules, parts and sections are, unless otherwise provided, references to clauses, schedules, parts and sections of this Agreement;
- 1.2.8 cross references to clauses in a specific schedule, part or section shall be a cross reference to clauses in such schedule, part or section unless specifically stated otherwise;
- 1.2.9 when any number of days is prescribed same shall, unless otherwise specifically stated, be reckoned exclusively of the first and inclusively of the last day;
- 1.2.10 where words have been defined in the body of this Agreement, such words shall, unless otherwise required by the context, have the meanings so assigned to them throughout this Agreement;
- 1.2.11 terms other than those defined in this Agreement will be given their plain English meaning, and those terms, acronyms, and phrases known in the information technology industry will be interpreted in accordance with their generally known meanings;
- 1.2.12 where any provision contemplates a notice to be given or agreement to be reached between the Parties, such notice or agreement shall, unless expressly provided otherwise, be made in writing.

## 1.3 Contract Documents

- 1.3.1 All the documents constituting this Agreement are to be regarded as mutually explanatory and to be read in conjunction with one another.
- 1.3.2 This Agreement is intended to amplify, amend, add to or depart from the Request for Proposals or Proposal, as the case may be, to the extent specified and shall take precedence over the Request for Proposals or the Proposal in the case of conflicting provisions. Should there be a conflict between any provisions of the various documents, i.e. this Agreement, the Request for Proposals and the Proposal, the following precedence ranking shall apply:
- a. this Agreement;
  - b. Request for Proposals;
  - c. the Contractor's Proposal;
  - d. The SBD forms contained in the Request for Proposals and returned by the Contractor in the Contractor's Proposal including Form SBD 7.2.
- 1.1.31. Any change or amendment agreed between the Parties pursuant to the Change Control Procedure shall enjoy precedence over any provision in this Agreement (including the Schedules) and later changes in terms of the Change Control Procedure will have precedence over earlier ones.

## 2. APPOINTMENT

With effect from the commencement date, the Department hereby appoints the Contractor to provide the services and the Contractor agrees to provide the services to the Department based on the terms and conditions recorded in the agreement, the Department's Request for Proposals and the Contractor's Proposal.

## 3. DURATION

This Agreement shall commence on the Effective Date and shall, subject to clause 24 of this Agreement, continue for a period of xxxx year(s).

## 4. RELATIONSHIP BETWEEN THE PARTIES

- 4.1. Neither Party shall be liable for acts or defaults of the other Party or the Party's employees and/or representatives.
- 4.2. No statement in this Agreement shall constitute, or be deemed to constitute that the Contractor is an agent of the Department for any purpose whatsoever, and neither Party shall have any authority or power to bind or incur any liability on behalf of the other or to pledge the credit of the other Party.
- 4.3. The Parties shall at all times show a duty of good faith in their dealings with one another.

## 5. SERVICES

- 5.1. For the Duration of this Agreement, the Contractor shall provide the Services as set out in **Schedule 2**, to the Department in accordance with:
  - 5.1.1. The Service Levels as set out in **Schedule 2**; and
  - 5.1.2. The terms of this Agreement.
- 5.2. The Contractor undertakes to perform the Services at all times during this Agreement in accordance with the terms of this Agreement.
- 5.3. Should either Party wish to propose any change to the scope or nature of the Services, it shall adhere to the Change Control Procedure.
- 5.4. Changes to this Agreement shall only be effective and enforceable once it is signed off by both Parties.
- 5.5. If the Contractor fails to perform the Services, within the period or periods specified in, and on the terms and conditions of, this Agreement, and the Department is entitled to terminate this Agreement in accordance with the provisions of Clause 24.1 below, then the Department may, without prejudice to its other remedies set out in this Agreement, deduct from the Contract Price, as a penalty, a sum calculated by applying the Prime Interest Rate, prevailing on the date of such failure in performance, to the Contract Price converted to a day rate and calculated for each day the Services have not been performed until the Contractor is again ready in all respect to deliver the Services.

## 6. SERVICE LEVELS

- 6.1. The Contractor undertakes that in providing the Services to the Department, it shall achieve the Service Levels as set out in **Schedule 2**.
- 6.2. Should the Contractor at any time fail to meet the Service Levels due to its own negligence or wilful default, the Contractor shall use its best endeavours to:
  - 6.2.1. provide all such additional resources as may be necessary to perform the Services in accordance with the Services Levels as soon as possible thereafter; and
  - 6.2.2. At the request of the Department, promptly remedy any default due to the Contractor's negligence or wilful default, at no additional charge to the Department.

## 7. CHARGES AND PAYMENT OF SERVICES

- 7.1. The Department shall pay the Contractor, as consideration for the provision of the Services, pursuant to this Agreement, the agreed remuneration as set out in **Schedule 3**.
- 7.2. If the Department disputes any invoice submitted by the Contractor or any part thereof, the Department shall give the Contractor prompt written notice thereof together with the grounds for and the detail of the dispute.
- 7.3. The Parties shall endeavour to resolve any invoice dispute within seven (7) Business Days of the dispute arising. If they fail to resolve it, either Party may refer the matter for resolution in terms of the dispute resolution procedure set out in **Clause 23**.
- 7.4. Should the Contractor, for whatever reason, owe any amount to the Department in respect of this Agreement, which amount the Contractor acknowledges is due to the Department, the

Department shall have the right to set off any such monies that may be owing to the Contractor from monies owed by the Department to the Contractor after giving the Contractor notice thereof, supported with reasons for such set off.

7.5. The Department shall make payment for the Services to the Contractor by way of electronic transfer to the Contractors Bank Account set out in Schedule 3.

## 8. PROJECT MANAGEMENT COMMITTEE

7.1. The parties shall, immediately after the signature date, form a Project Management Committee, which will be responsible for the management of the agreement so as to ensure the smooth and satisfactory delivery of the services by the Contractor to the Department.

7.2. The Project Management Committee shall be composed of the following:

7.2.1. the Project Manager appointed by the Department, who shall act as manager on behalf of the Department;

7.2.2. such other additional members as appointed by the Department;

7.2.3. the Project Leader appointed by the Contractor, who shall have authority to bind the Contractor; and

7.2.4. such other members of the Contractor.

7.3. The functions of the Project Management Committee shall be to:

7.3.1. facilitate communication between the parties;

7.3.2. review the progress on the implementation of the agreement;

7.3.3. manage and resolve potential disputes;

7.3.4. monitor and maintain alignment with Department policy and strategy;

7.3.5. achieve agreement objectives within agreed scope, time, cost and quality;

7.3.6. provide advice and consent on scope variation;

7.3.7. facilitate all necessary institutional and/or approvals; and

7.3.8. provide feedback to relevant stakeholders.

7.4. The Project Management Committee shall determine an appropriate set of meetings to be held and the frequency thereof.

## 8. GENERAL OBLIGATION OF CONTRACTOR

8.1. The Obligations of the Contractor referred to in this Agreement shall include, but not be limited to:

8.1.1. The fulfilment of all the Contractor's obligations to the Department under this Agreement within the time periods stipulated herein;

8.1.2. Submitting all the information and reports necessary to enable the Department to manage, evaluate and control this Agreement effectively;

- 8.1.3. Providing the Services to the Department and fulfilling in full of all its obligations to the Department under this Agreement within the time periods stipulated in this Agreement; and
  - 8.1.4. manage and coordinate the provision of services and the activities in accordance with good industry practice
  - 8.1.5. devote the necessary time and attention to providing the deliverables, as set out in the Project Lifecycle, which is annexed hereto and marked as Schedule 4, and not engage in any business or activity that will prevent it from providing the services;
  - 8.1.6. maintain, at all times, the highest degree of good faith towards the Department and to ensure that no conflict of interest materialises, and in the event of a conflict of interest arising, to immediately advise the Department of same, upon which advice the Department shall, in its sole and absolute discretion, decide whether to proceed with the agreement or to terminate it forthwith. Failure to advise the Department of any conflict of interest shall amount to a material breach of the agreement and shall entitle the Department to terminate the agreement forthwith;
  - 8.1.7. render the services in accordance with the deliverables, timeframes and specifications, as set out in the Project Lifecycle, which is annexed hereto and marked as Schedule 4, as amended by written agreement of the parties;
  - 8.1.8. strictly adhere to all the actions and commitments agreed upon or pursuant to the Project Management Committee meetings or agreed to with the project officer;
  - 8.1.9. maintain independence from other individuals, organisations or government bodies;
  - 8.1.10. take out, at its own cost, appropriate insurance coverage against loss arising out of negligence, malpractice or unprofessional conduct;
  - 8.1.11. observe neutrality and objectivity in its views and opinions;
  - 8.1.12. respect and observe all applicable laws;
  - 8.1.13. provide the Department with any information and reports reasonably requested by the Department in connection with the services, and which information warrants to be accurate and complete; and
  - 8.1.14. maintain the professional personnel as committed to by in its proposal and as recorded in the Project Lifecycle, which is annexed hereto and marked as Schedule 4, and that in the event of any dedicated member becoming incapacitated and unable to carry out his or her duties or whose performance the Department reasonably considers to be unsatisfactory in its discretion, to replace, at the Contractor cost, such member, subject to the written approval of the Department.
- 8.2. The Department may, at its sole discretion, appoint additional internal resources or external advisors to review and provide input into the work of the Contractor. The Contractor shall work and liaise with any such advisors in a professional and cooperative manner for the furtherance of the project.
- 8.3. The Contractor shall, exercise all reasonable diligence and care and act in a professional manner in the execution of this Agreement and in providing the Services. The Contractor shall immediately inform the Department in terms of the Change Control Procedure, if it appears in the light of new information that the Services require revision for whatsoever reason.

- 8.4. The Contractor shall attend meetings aimed at the monitoring of progress on this Agreement as reasonably required by the Department.
- 8.5. The Contractor warrants that it is fully conversant with all the relevant statutory requirements that have a direct or indirect bearing on this Agreement and it shall comply with all laws and regulations of the a Republic of South Africa during the duration of this Agreement.
- 8.6. If, through its own negligence, the Contractor fails to provide any of the Services, specified in Schedule 2, in accordance with the Service Levels specified in Schedule 2, the Department shall, after having provided written notice to the Contractor instructing that the Service be performed forthwith in accordance with the Service Levels specified in Schedule 2, then, in the absence of any other specific remedy or process set out elsewhere in this Agreement and in the event of the Contractor failing, within a reasonable time, to so perform the Services in accordance with the Service Levels set out in Schedule 2, the Contractor shall have the obligation to employ and pay any other Person to carry out the Services, and the Contractor shall, subject to the provisions of Clause 22 and 23, thereafter be liable for all such costs consequent thereto, which shall be for the account of the Contractor.

## 9. THE DEPARTMENT'S RIGHTS AND OBLIGATIONS

- 9.1. The Department shall comply with all its obligations as set out in this Agreement and the Schedules hereto.
- 9.2. The Department undertakes to:
- 9.2.1 verify the milestones reached by the Contractor for its services as set out in the payments schedule, which is annexed hereto and marked as Schedule 2;
  - 9.2.2 provide support to the Contractor so as to enable it to render the services effectively;
  - 9.2.3 use its best endeavours to ensure that the Contractor has timely and adequate access to all information, personnel and documentation available to the Department that will be required by the Contractor to render the services; and
  - 9.2.4 co-operate with the Contractor at all times for purposes of facilitating a timeous and efficient delivery of the services.

## 10. CHANGE CONTROL PROCEDURE

Should either Party wish to amend any aspect of a Schedule hereto, such amendments shall be done in terms of the Change Control Procedure, Schedule 1.

## 11. CONTRACT MANAGEMENT

- 11.1. The Contractor and the Department shall each appoint a Project Leader to be responsible for the overall management of this Agreement and the delivery of the Services by the Contractor to the Department. Either Party shall be entitled at any time to terminate the appointment of its Project Leader by notice in writing to the other Party or to appoint any other Person as Project Leader and such termination shall take effect in terms of such notice.

- 11.2. Each Party's Project Leader shall be authorized to manage this Agreement on behalf of the Party making the appointment and the Parties shall ensure that their Project Leader has the necessary authority, skill, expertise and experience to carry out such responsibilities.
- 11.3. All communication concerning the overall management of this Agreement shall, unless otherwise agreed to between the Parties, take place between the Parties' Project Leaders.
- 11.4. The Parties shall each appoint a Project Manager to manage the Services and the day to day operational decisions of this Agreement.
- 11.5. The Contractor shall notify the Department in writing of the identity of their Project Manager at or immediately prior to the execution of this Agreement and the Contractor may at any time terminate the appointment of their Project Manager and appoint any other person as Project Manager but such termination shall only take effect one month after notice to the other Party's Project Manager.
- 11.6. The functions of the Project Managers shall be:
  - 11.6.1. To manage the Services and the operational decisions of this Agreement;
  - 11.6.2. To provide a means for the joint review of issues relating to all day-to-day aspects of the performance of the Services pursuant to this Agreement;
  - 11.6.3. To provide a forum for joint strategic discussion, and possible variations of the Services and Services Levels to reflect more efficient performance of this Agreement;
  - 11.6.4. To provide a means of agreeing to the Change Control Procedure; and
  - 11.6.5. In certain circumstances, pursuant to the Dispute Resolution Procedure, provide a means of resolving disputes or disagreements between the Parties.
- 11.7. In the event of conflicting decisions or instructions being given by the Department's Project Leader and the Project Manager, the Contractor shall be entitled to rely on decisions or instruction taken or given by the Department's Project Leader.

## 12. PRICE AND PAYMENT TERMS

- 12.1 During the term of the agreement and in consideration for the services provided by Contractor to the Department, the Department will pay the Contractor the fee as specified in the Payments Schedule, which is annexed hereto and marked as Schedule 3.
- 12.2 The Project Manager will verify milestones achieved by the Contractor prior to the Contractor submitting invoices to the Department for payment, as specified in the payments schedule, which is annexed hereto and marked as **Schedule 3**.

## 13. INTELLECTUAL PROPERTY RIGHTS

- 13.1. Copyright in all documentation, electronic data, manuals and documentation produced or prepared for the Department by or on behalf of the Contractor, or emanating from the Contract, shall vest in the Department which shall have the right to adopt them for other projects, but excluding any base systems, programme source codes, technical manuals or adaptations developed by the Contractor or its suppliers. The Contractor shall not, without the written consent

of the Department, use, copy or communicate to any person such documents or information, except as strictly necessary for the purpose of this Agreement.

- 13.2. In addition, and without limiting the foregoing, the Contractor shall deliver such documentation to the Department immediately upon the expiry or termination of this Agreement.

#### 14. CONTRACTOR'S WARRANTIES

The Contractor warrants that it possesses the requisite equipment, knowledge, skill and experience to provide the Services in terms of this Agreement.

#### 15. CONFIDENTIAL INFORMATION

- 15.1. Each Party must treat and hold as confidential all information which they may receive ("the Receiving Party") from the other Party ("The Disclosing Party"), or which becomes known to them concerning the Disclosing Party during the provision of the Services pursuant to this Agreement.

- 15.2. The confidential information of the Disclosing Party shall, without limitation, include:

15.2.1. All software and associated material and documentation, including information contained therein;

15.2.2. All information relating to:

- a. The Disclosing Party's business activities, products, services, customers and clients, as well as its technical knowledge and trade secrets;
- b. The terms and conditions of this Agreement; and
- c. All information that relates to the business affairs, developments, trade secrets, know-how and the personnel of the Parties, or information which may reasonably be regarded as confidential information by the Parties.

- 15.3. The Receiving Party agrees that in order to protect the proprietary interest of the Disclosing Party:

15.3.1. It shall only make the confidential information available to those of its personnel who are actively involved in the execution of this Agreement;

15.3.2. It shall initiate internal security procedures reasonably acceptable to the Disclosing Party as to prevent unauthorized disclosure and shall take all practical steps to prevent unauthorised disclosure and shall take all practical steps to impress upon those personnel who need to be given access to confidential information, the confidential nature thereof;

15.3.3. Subject to the right to make the confidential information available to their Personnel under Clause 18.3.1 above, they shall not at any time, whether during this Agreement or thereafter, use any confidential information of the Disclosing Party, or directly or indirectly, disclose any confidential information of the Disclosing Party to third parties;

15.3.4. All written instructions, drawings, notes, memorandums and records of whatever nature relating to the confidential information of the Disclosing Party which has, or shall come into the possession of the Receiving Party and its personnel, shall be, and shall at all

whether or not such materials were originally supplied by the Department to the Implementation Agent.

## 17. INDEMNITIES

- 17.1. The Contractor hereby indemnifies and holds the Department harmless against any liability it may incur to any third party which causally arises out of the Contractor's execution of the Services and was caused by the negligence or wilful misconduct of the Contractor (which term shall, for the purposes of this clause, be deemed to include the Contractor's personnel).
- 17.2. Furthermore, the Contractor indemnifies the Department against any loss or damage it may suffer as a result of any breach of any representation, warranty or covenant contained in this Agreement.

## 18. LIABILITY LIMITATION

The Contractor accepts liability to pay damages for losses suffered by the Department arising as a direct result of breach of contract or negligence on its part in respect of the services. The maximum liability of the Contractor for all claims arising out of the services provided in connection with this agreement shall be limited to an amount equal to the fees charged for the services.

## 19. CESSIONS, DELEGATION AND SUB-CONTRACTING

- 19.1. The Contractor shall not cede any of its rights, assign or delegate its obligations, or transfer the benefit or burden under this Agreement, or any part thereof, without the prior written consent of the Department, which consent shall not be unreasonably withheld.
- 19.2. The Contractor may, with the prior written consent of the Department, sub-contract any of its obligations in terms of this Agreement, or any part thereof, to a third party, provided that:
- 19.2.1. Such sub-contracting shall not absolve the Contractor from any responsibility for complying with its obligations in terms of this Agreement, 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;
- 19.2.2. The Contractor shall at all times remain the sole point of contact for the Department in respect of the Services to be rendered by the Contractor;
- 19.3. No claim against the Department by the Contractor, or any other person on the grounds of the granting of such consent or the withdrawal thereof, shall be entertained, and the Contractor indemnifies the Department against any such claims and costs so incurred.

## 20. FORCE MAJEURE

- 20.1. A Force majeure event shall mean any event beyond the control of either Party whose occurrence could not have been reasonably foreseen at the date of execution of this Agreement and which, despite the exercise of diligent efforts, such Party was unable to prevent, limit or minimise, including but not limited to fire, explosion, war, revolution, riot,

insurrection, protest and/ or boycott action, floods, storms and other natural disturbances, perils of the sea, breakdown of machinery and equipment ( not avoidable by proper maintenance and planning), and/or any act of God, and which caused material and unavoidable damage to property, or resulted in extreme delays or interruptions.

- 20.2. The Party prevented from fulfilling its obligations in terms of this Agreement shall, on becoming aware of such force majeure event, promptly notify the other Party of such event and when the event had ceased.
- 20.3. Neither Party shall be considered to be in default or in breach of its obligations under this Agreement if such obligation is prevented by any event of force majeure.
- 20.4. Upon the occurrence of any force majeure event, the Parties shall endeavour to continue to perform their obligations in terms of this Agreement as far as reasonably possible.
- 20.5. If the force majeure event continues for a period of thirty (30) days or longer, the Parties shall promptly consult with the view of reaching a mutually satisfactory resolution. The Parties agree to refer any disagreement in this regard for resolution in terms of this Clause 23 below.
- 20.6. If a Party fails to inform the other of the force majeure event as set out in this Clause 22, then such Party shall not be entitled to refer to or rely on such event as a reason for non-fulfilment of any obligation in terms of this Agreement, provided that this obligation to perform shall not apply if the force majeure event is known or could reasonably be deemed to be known by both Parties.
- 20.7. The foregoing provisions of this Clause shall not excuse or release the Party claiming force majeure from its obligation to perform, or the compliance required under this Agreement prior to the force majeure event, or any other failures, delays in performance or obligations not effected by the force majeure event, except to the extent that the same cannot be performed because of force majeure.

## 21. DISPUTE RESOLUTION.

- 21.1. Should any dispute or difference arise between the Parties relating to or arising out of this Agreement, including the implementation, execution, interpretation, rectification, validity, enforceability, termination or cancellation of this Agreement , the dispute shall first be referred to the Project Leaders of the Parties, or alternates appointed by them, who shall use their best endeavours to resolve the dispute within fourteen (14) days of the dispute having been referred to them.
- 21.2. If after fourteen (14) days the dispute has not been resolved by the Project Leaders, the dispute shall, if demanded by either Party on written notice to the other, be settled by arbitration in accordance with the following provisions:
- 21.2.1. The arbitration shall be held informally in Pretoria but in accordance with the provisions of the Arbitration Act 42 of 1965 and the Parties shall use their best endeavours to ensure that the arbitration is held and completed within sixty (60) Business Days after it is demanded, having particular regard to any urgency regarding the matter in issue;
- 21.2.2. The Parties shall appoint a single arbitrator agreed upon between themselves, provided the arbitrator so appointed shall be a practising senior advocate or attorney of not less than fifteen (15) years standing.

- 21.2.3. If the dispute concerns the performance of the Services, the arbitrator has the right to appoint an expert who shall be independent and have extensive knowledge of the required services. The arbitrator shall have discretion to appoint any other independent expert should the dispute concern any other matter which, in the arbitrator discretion, requires expert knowledge.
- 21.2.4. The Parties herewith commit themselves to ensuring that the arbitration process shall be conducted expeditiously and hereby undertake to appear, cause witnesses to appear and to deliver documentation in accordance with the procedural dictates of the arbitrator.
- 21.2.5. The arbitrator shall determine the Party liable for his costs and the costs of the arbitration venue. The fees of any experts referred to in clause 23.2.3 above used by the arbitrator in the arbitration shall be borne by the Parties in equal shares unless the arbitrator determines that the conduct of either Party was such that it should bear a greater portion of such fees. All other costs of the arbitration shall be borne by the Party incurring that cost.
- 21.2.6. The Parties hereby irrevocably agree that the decision in any proceedings hereunder shall be final and binding on all of them, shall be forthwith carried into effect and may be made an order of any court of competent jurisdiction.
- 21.2.7. The provisions of this clause 23 shall continue to be binding on the Parties notwithstanding any termination or cancellation of this Agreement.
- 21.2.8. Any information, documentation and material disclosed or made available during the arbitration, shall remain confidential and shall not be disclosed by the arbitrator, any expert appointed or the Parties themselves to any other party without the prior written consent of the Party that made available such information, documentation or material.

## 22. TERMINATION AND BREACH

- 22.1. The Department shall have the right, without prejudice to any other rights it may have, to terminate this Agreement by providing 14 days written notice thereof to the Contractor, upon the occurrence of the following events:
- 22.1.1. The passing of a resolution for the commencement of any action for the dissolution and/or liquidation of the Contractor or to place the Contractor under judicial management, or the Contractor commits any other act of insolvency, except for the purpose of an amalgamation or restructuring, which has been approved in advance and in writing by the Department;
- 22.1.2. The Contractor enters into a compromise with a general body of its creditors;
- 22.1.3. Judicial execution is levied on the Contractor's goods and which remains unpaid for fourteen (14) days after attachment;
- 22.1.4. There has been a material defect, error or failure by the Contractor to comply with applicable laws or rules in the Request for Proposals or in the awarding of this Agreement which is incapable of rectification and that requires this Agreement to be terminated;

- 22.1.5. The Contractor or any of its Personnel is convicted of having offered, promised or given a bribe or other gift or remuneration to any officer or employee in the service of the Department in connection with the obtaining or execution of this Agreement;
  - 22.1.6. The Contractor has acted in a fraudulent manner in obtaining or executing a contract with any other government department, provincial administration, municipality, public body, company or person;
  - 22.1.7. The Contractor has approached any official or agent of the Department before or after tenders had been called for, with the aim of influencing the award of this Agreement in its favour;
  - 22.1.8. The Contractor, when advised that its Proposal has been accepted, gives notice of its inability to sign or execute this Agreement;
  - 22.1.9. The Contractor has entered into any agreement or arrangement, whether legally binding or not, with any other person, firm or company to refrain from tendering for this Agreement, or as to the amount of the Proposal to be submitted by either Party;
  - 22.1.10. The Contractor has disclosed to any other person, firm or company the exact or approximate amount of its Proposal before the closing date for tenders, except where disclosure, in confidence, was necessary in order to obtain insurance premium quotations required for the preparation of the Proposal;
  - 22.1.11. The Contractor has abandoned its obligations in terms of this Agreement;
  - 22.1.12. The Contractor has deliberately furnished inaccurate information in its proposal for the Services, or with regard to any other material information;
  - 22.1.13. The Contractor consistently fails to observe the Specifications in the Proposal with regard to the Services and the Service Levels resulting in the quality of the Services and Service Levels being unacceptable to the Department;
  - 22.1.14. The Contractor ceases to carry on business as the Contractor of the Services
  - 22.1.15. and the Contractor shall not be entitled to claim any damages whatsoever in respect of such terminations.
- 22.2. Should either Party breach or fail to comply with any terms or conditions of this Agreement, the aggrieved Party shall give the defaulting Party at least fourteen (14) days written notice to rectify the matter, and if the defaulting Party has not remedied the breach within the said fourteen (14) days, the aggrieved Party may:
- 22.2.1. Terminate this Agreement and, if appropriate, claim damages; or
  - 22.2.2. Claim specific performance; and/or
  - 22.2.3. Claim any other lawful remedy the aggrieved Party may have.
- 22.3. If any Party is entitled to, and elects to terminate this Agreement due to force majeure (see Clause 22), neither Party may claim against the other for any loss, damage nor compensation arising from such termination.
- 22.4. The Contractor shall after the termination of this Agreement, or at any time prior to such termination, at the request of the Department, promptly return all documents and other information, which were utilised in the administration of this Agreement, to the Department, or

otherwise dispose thereof as the Department may instruct without the right of retention. All such information shall be released to the Department in an acceptable electronic format as to enable the Department to proceed with the provision of the Services.

- 22.5. On termination of this Agreement the Department may immediately appoint officers of the Department or a firm of independent auditors at the Department's cost to check and verify all relevant records and other data of the Contractor, and the Contractor shall give its full cooperation in this regard.
- 22.6. In the event of this Agreement being terminated in terms of clause 24.1, the Department shall remunerate the Contractor for work with regard to the Services completed up to the date of the expiry date of any notice referred to in this Clause.

### 23. Termination on institutional default

- 23.1. On the occurrence of an institutional default, or within a reasonable time after the Contractor becomes aware of the same, the Contractor may serve notice on the Department of the occurrence (and specifying details) of such institutional default. If the relevant default has not been remedied or rectified within 21 (twenty one) business days of such notice, the Contractor may serve a further notice on the Department, terminating the agreement with immediate effect.

#### 23.2. Termination on Contractor's default

23.2.1. Contractor default means any of the following events or circumstances:

23.2.2. The Contractor ceasing to carry on business;

23.2.3. A resolution being passed or an order of court being made for the administration, the judicial management, business rescue, winding-up, liquidation or dissolution of the ;

23.2.4. Contractor failing to maintain any required insurance in terms of clause 8.2.8;

23.2.5. The Contractor committing a breach of any of its material obligations under the agreement;

23.2.6. The Contractor ceasing to provide all or a substantial part of the services in accordance with the agreement; and

23.2.7. The Contractor providing services that are not in line with good industry practice.

#### 23.3. Institutional options

23.3.1. On the occurrence of a Contractor default, or within a reasonable time after the Department becomes aware of the same, and while the same is subsisting, the Department may:

23.3.2. In the case of the Contractor default referred to in clauses 14.2.1.1 to 14.2.1.3, terminate the agreement in its entirety by notice in writing with immediate effect;

23.3.3. In the case of the Contractor default referred to in clauses 14.2.1.4 to 14.2.1.6, serve notice of default on the Implementation Agent, requiring the Implementation Agent to remedy the default within 21 (twenty one ) business days.

23.3.4. Failure by the Contractor to remedy the default within the specified time, as stipulated in clause 14.2.2.1.2, shall entitle the Department to terminate the agreement forthwith.

23.4. Costs

23.4.1. Each party shall reimburse the other party with all costs incurred by that party in exercising any of its rights (including, without limitation, any relevant administrative expenses), on an own attorney and client basis incurred by that party in enforcing its rights under the agreement arising out of any breach, together with all supporting documents of such amount, which amount shall not exceed twice the amount of fees payable in terms of this agreement.

24. NOTICES AND DOMICILIUM

The parties choose as their respective domicilium citandi et executandi for all purposes of the giving of notices and the serving of any process, and for any other purpose arising from the agreement, as follows:

In the case of the Department:

Address: Forum Building  
159 Struben & Bosman Streets,  
Pretoria  
0001

Email:

In the case of the .....

Address: .....

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

Email: .....

A notice shall be deemed to have been duly given:

On date of delivery, if delivered to any party's physical address in terms of this clause 16.1;

On date of dispatch, if sent to any party's applicable email address, which is mentioned in clause 16.1, as confirmed by email confirmatory report.

Either party may change its address to any physical address and email address (in the Republic of South Africa) for this purpose, by notice in writing to the other party.

25. WHOLE AGREEMENT

This Agreement, together with the Request for Proposals, General Conditions of Contract (GCC), the applicable SBD forms, and the Contractors Proposal constitute the entire agreement between the Parties in respect of the subject matter hereof and neither Party shall be bound by any undertakings,

representations, warranties or promises not recorded in this Agreement, unless agreed to in writing by both Parties.

## 26. NO VARIATION

No variation or consensual cancellation of this Agreement, and no addition to this Agreement, including this Clause, shall be of any force or effect unless reduced to writing and signed by both Parties or their duly authorized representatives whether in terms of the Change Control Procedure or otherwise.

## 27. WAIVER

No latitude, extension of time, or waiver of any of the terms and conditions of this Agreement shall be binding unless expressed in writing and signed by the Party hereto giving the same, and any such waiver shall be effective only in the specific instance and for the purpose given. No failure or delay on the part of either Party hereto in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof, or the exercise of any other right, power or privilege.

## 28. SEVERABILITY

- 28.1. If any one or more of the Clauses, agreements, provisions or terms of this Agreement shall be held wholly or partly invalid, illegal or unenforceable for any reason whatsoever, then those Clauses, agreements, provisions or terms shall be deemed severable from the remaining Clauses, agreements, provisions or terms of this Agreement and shall in no way affect the validity, legality or enforceability of this Agreement.
- 28.2. The Parties shall meet as soon as possible and negotiate, in good faith, upon a replacement provision that is legally valid and achieves the objective of this Agreement and produces an equivalent effect.

## 29. GOVERNING LAW

- 29.1. The construction, interpretation and performance of this Agreement, as well as all disputes, actions and other matters relating thereto and/or arising hereunder, shall be governed by and construed in accordance with the laws of the Republic of South Africa.
- 29.2. Subject to clause 23, the Parties hereto consent and submit to the jurisdiction of the High Court of South Africa (Cape of Good Hope Division) in any dispute arising from or in connection with this Agreement.

## 30. SURVIVAL

Notwithstanding termination of this Agreement, any Clause, which, from the context, contemplates ongoing rights and obligations of the Parties, shall survive such termination and continue to be of full force and effect.

## 31. SIGNING AUTHORITY

The Parties warrant and represent that the person or party signing on their behalf is a duly authorized representative of that Party and is duly empowered and authorised to sign this Agreement.

### 32. COSTS AND EXPENSES

Except as otherwise specifically provided herein, each Party shall bear all costs and expenses incurred in the performance by it of its obligations hereunder.

### 33. SUBCONTRACTING

- 1.1. The Contractor shall not, without the prior written consent of the Department (which shall not be unreasonably withheld), subcontract or delegate any of the services to any parties other than to those listed as members of the Contractor as contained in the proposal and recorded in the Scope of Work, which is attached hereto and marked as Schedule 2.
- 1.2. The Contractor shall not be relieved of any obligation, responsibility or liability under the agreement by the appointment of any subcontractor or to carry out any part of the services as between the Contractor and the Department.
- 1.3. The Contractor shall be responsible for the payment, performance, act, defaults, omissions, breaches and negligence of all its subcontractors.
- 1.4. All references in the agreement to any performance payment, act, default, omission, breach or negligence of the Contractor shall be deemed to include any or the same by a subcontractor.

### 34. RELATIONSHIP OF THE PARTIES

- 1.5. The relationship of the Parties shall be governed by the terms of this Agreement and nothing contained herein shall be deemed to constitute a partnership between them and neither Party shall by reason of the actions of the other Party incur any personal liability as co-partner to any third Party and no Party shall be entitled or empowered to represent or hold out to any third Party that the relationship between them is that of partnership.
- 1.6. Except where expressly stated, nothing in this Agreement shall constitute or be construed so as to constitute any Party as the agent or representative of the other Party for any purpose.

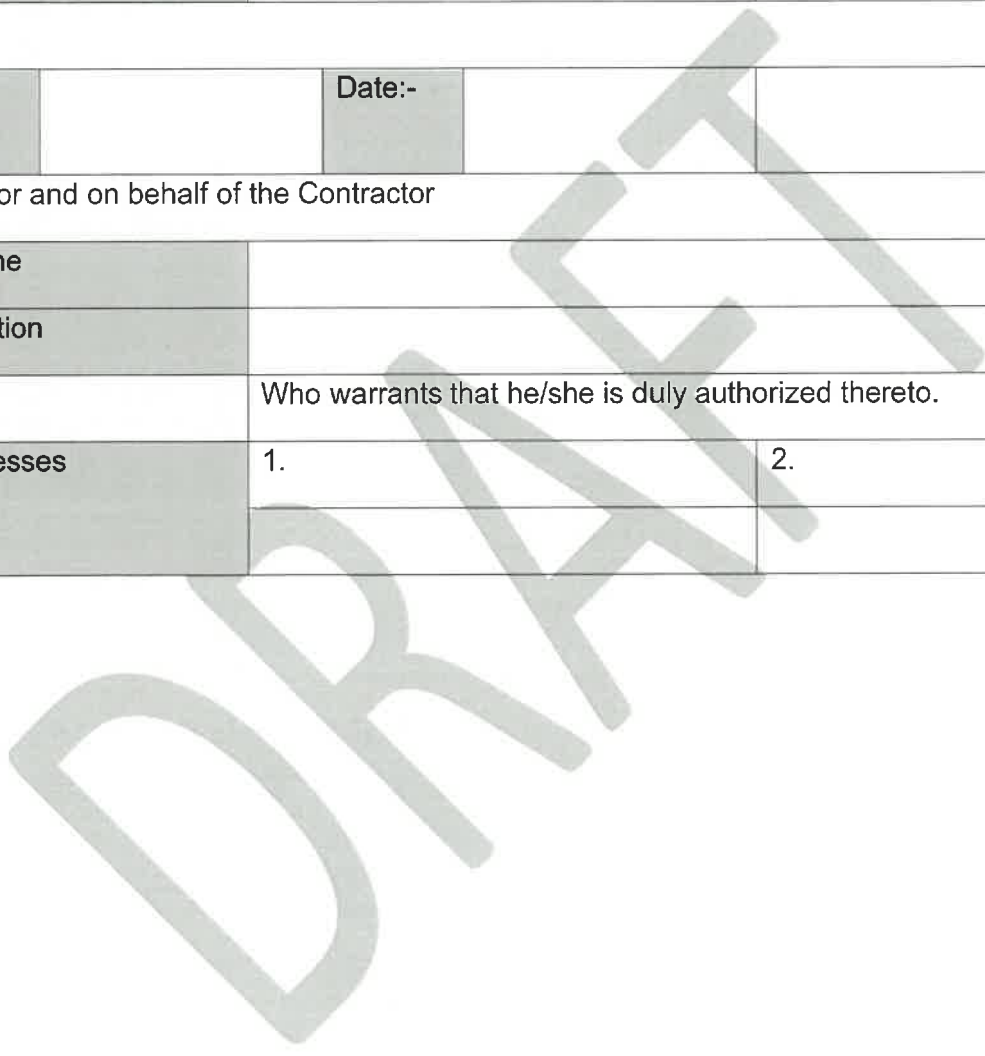
### 35. GENERAL UNDERTAKING

- 35.1. The Parties undertake to perform all acts and required steps as may be necessary, incidental or conducive, to give effect to the terms, conditions and importance of this Agreement.
- 35.2. All statements and representations made to and by the Parties are, to the best of its knowledge, true and accurate and that it shall advise the other Party of any facts, matters or circumstances, of which it may become aware that could cause any such statement or representation to be false or misleading.

Signed		Date:-		
--------	--	--------	--	--

at:-			
Signed for and on behalf of the Department of Transport			
Full Name			
Designation			
	Who warrants that he/she is duly authorized thereto.		
As Witnesses	1.		2.

Signed at:-		Date:-	
Signed for and on behalf of the Contractor			
Full Name			
Designation			
	Who warrants that he/she is duly authorized thereto.		
As Witnesses	1.		2.



**SCHEDULE 1-CHANGE CONTROL PROCEDURE**

1. The primary objective of the Change Control Procedure is to ensure that all requirements for changes to the Services are adequately authorized and controlled.
2. If either Party requires any amendment, alteration or addition to the provisions of the Schedule, that Party shall inform the other Party of such request by written notice ("Change Request"). The notice shall set out full particulars of such proposed amendment, alteration or addition.
3. The Party issuing the Change Request shall, submit a written request to the other Party ("Change Note"), which notice shall set out the following:
  - 3.1. The title of the change;
  - 3.2. The originator and date of the Change Request;
  - 3.3. The proposer's reason for the change;
  - 3.4. Full details of the proposed change, including any specifications;
  - 3.5. The impact on the price structure, if any;
  - 3.6. A timetable for the implementation of the change together with any proposals for acceptance of the change;
  - 3.7. A schedule of payments, if appropriate;
  - 3.8. Details of the likely impact, if any of the change on other aspects of the Services, including without being limited to:
    - 3.8.1. The human resources to be made available;
    - 3.8.2. The amount payable if any by the Department in respect of such change;
    - 3.8.3. The impact of the change on the Agreement and the likelihood of the proposed Change extending this Agreement beyond the initial period contemplated in Clause 3;
    - 3.8.4. The payment profile;
    - 3.8.5. Documentation and training to be provided by the Contractor as a result of such change;
    - 3.8.6. Service levels and working arrangements;
    - 3.8.7. Any other contractual issues;
    - 3.8.8. The date of expiry of validity of the Change Note;
4. The Party receiving the Change Note shall, within a period of fourteen (14) days from the date of receipt by it of the Change Note, evaluate the Change Note and by written notice to the other Party:
  - 4.1.1. Request such further information as may be required and/or request additional time within which to evaluate the Change Note;
  - 4.1.2. Approve the Change Note with or without modification (provided that any modification is approved by the other Party);



#### 4.1.3. Reject the Change Note.

5. Once both Parties have approved the Change Note, a duly authorized representative of each of the Parties shall sign two copies of the Change Note, and any other contract documents directed by the Department.
6. A Change Note signed by both Parties shall constitute an amendment to this Agreement.
7. Each of the Parties shall be required to maintain a file in chronological order of all amendments after the signature date of the Agreement.
8. Neither the Department nor the Contractor shall unreasonably withhold its consent to any Change Note, provided the neither Party shall be obliged to consent to any Change Note increasing the price or requiring the Party to incur any expenditure not provided for in this Agreement.
9. Until both Parties have agreed to, and signed a Change Note, the obligations of the Contractor to the Department in terms of this Agreement, shall not be affected and the Contractor shall continue to provide the Services and fulfil all of its obligations to the Department in terms of this Agreement in full, unless otherwise agreed to by the Parties, in writing.
10. Any discussion between the Parties in connection with a request by the Department or a recommendation by the Contractor shall be without prejudice to the rights of each Party under this Agreement.
11. Any costs or expenditure incurred by the Contractor or its personnel that have not been authorized in advance by the Department for a change in the Services pursuant to this Schedule, shall be for the sole account of the Contractor.

**CHANGE NOTE**

<b>Reference Number</b>			
<b>Title of Change:</b>			
<b>Date:</b>			
<b>Details of Change:</b>			
<b>Reason for Change:</b>			
<b>Impact of Change:</b>			
<b>Timetable:</b>			
<b>Cost &amp; fee Impact:</b>			
<b>Contractor:</b>			
<b>Signed:</b>			
<b>Signed:</b>			
	<b>Name</b>		<b>Office</b>
Department's Response:			
<b>Accept/Reject</b>			
<b>Signed:</b>			
	<b>Name</b>		<b>Office</b>

--	--	--	--

**SCHEDULE 2- SCOPE OF WORK**

**SCOPE OF WORK**

**TABLE OF CONTENTS**

**EXECUTIVE SUMMARY**

**36. CONTENTS**

- 1. PROJECT BACKGROUND AND OVERVIEW**
- 2. MAIN OBJECTIVES OF THE PROJECT**
- 3. GOVERNANCE STRUCTURE**
- 4. PROJECT PHASES, TASKS AND DELIVERABLES**
- 5. ADDITIONAL REQUIREMENTS**

**LIST OF MAPS**

**LIST OF DIAGRAMS**

**DRAFT**

**SCHEDULE 3- PAYMENTS SCHEDULE**

1. The Project Management Fees is are based on the budgeted time per professional staff to be spent on the Project.
2. Project Management Fees will paid by the Department of Transport.

**Table 1.1: Price Summary**

Description	Proposed Remuneration Amount (R)
<b>Total</b>	

DRAFT

3. A remuneration schedule in the timing of payments as a percentage of the fixed fee for Project is as follows:

**Table 1.2: Fee Breakdown Structure Based on the Scope of Work**

<b>Deliverable</b>	<b>Proposed Remuneration</b>	<b>Proposed Remuneration %</b>
Task 1:		10
Task 2:		10
Task 3:		10
Task 4:		10
Task 5:		10
Task 6:		20
Task 7:		20
Task 8:		10
<b>Total</b>		<b>100</b>

**SCHEDULE 4 – PROJECT LIFECYCLE**

**Spec to be attached**

DRAFT