



transport

Department:
Transport
REPUBLIC OF SOUTH AFRICA

Ref: CSS 5/11/1
Enq: Mr. L. Mashile/Mr. T Mkhari
Tel Number: (012) 309-3429/3011

Dear Sir / Madam

BID NUMBER: DOT/07/2021/ITP

1. The Department of Transport requires the service as described per attached bid invitation and you are requested to complete the bidding documents and to submit it in accordance with the under mentioned stipulations:

- The bid must be submitted in a sealed envelope with the name and address of the bidder with the number and closing date indicated on the envelope. The envelope must not contain documents relating to any bid other than that shown on the cover of the envelope;
- Bids submitted per post must be sent per registered mail. The bid must still reach this office before the closing time. Couriered bid documents must be received before the closing date and time failure to do so may invalidate the bid;
- The attached forms, if completed in detail and returned, will form part of your bid; and
- Prices must be VAT inclusive and all other expenses/disbursements, and be valid for a period of at least **120 days** from closing date.
- **Bidders must submit one (1) original hard copy of the Technical proposal inside an envelope marked "Technical proposal" and four PDF format CD's of the technical proposal, and one (1) Original hard copy of the financial proposal inside market "Financial proposal" on the closing date. If Bidders are not sure of the two envelope separation submission requirements kindly contact the administrative contacts on SBD 3.3 to avoid being disqualified.**
- **Non-Compulsory Briefing Session will be held Virtually on the 15 October 2021 at 10:00.**

Join Zoom Meeting

<https://dot-gov-za.zoom.us/j/96012442055?pwd=enRLK2w5eDIWYnMwbVZyTTVpdnR4Zz09>

Meeting ID: 960 1244 2055

Passcode: gx%SA1cX

One tap mobile

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[+27875503946](tel:+27875503946),96012442055#,,,,*49473222# South Africa

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Join by Skype for Business

<https://dot-gov-za.zoom.us/j/96012442055>

- 2 You are advised to acquaint yourself with the contents of the attached general conditions of contract and the checklist.
- 3 It will be expected of the successful bidder to sign a formal contract at this office within seven (7) days after receiving a letter of acceptance.
- 4 Kindly take note that this is a two envelope system (Technical and Financial) proposals must be marked and put in separate envelopes). Annexure A which will be for Technical proposal and Annexure B for Financial proposal. Bids that do not comply with a two-envelope system will be disqualified.

Kind Regards



DIRECTOR GENERAL: TRANSPORT

DATE: 05/10/2021

CHECKLIST: DOT/07/2021/ITP: APPOINTMENT OF A SERVICE PROVIDER FOR MICROSOFT EXCHANGE 2019 ON-PREMISES IMPLEMENTATION.

NB	SERVICE PROVIDERS MUST INDICATE WITH A TICK	YES	NO
1	Did you take note that bids submitted per mail must be sent per registered mail and reach the Department in time to be deposited in the Tender Box before the closing date and time?		
2	Are you familiar with the contents of the SBD 1 Form? Did your authorised official complete and sign the SBD 1 Form?		
3	Did you submit an original and valid Tax Clearance Certificate? In bids where consortia/joint venture/sub-contractors are involved , each party must submit a separate Tax Clearance Certificate (paragraph 4 of the SBD 2 Form)		
4	Please note that SBD 1 and 3.3 must form part of the financial proposal. (The envelope must be marked Financial proposal)		
5	Is the SBD 4 Form completed and signed?		
6	Is the SBD 6.1 Form completed and signed? In bids where consortia /joint ventures sub-contractors are involved, both parties must submit one B-BBEE Status Level Verification Certificate.		
7	Is the SBD 8 Form completed and signed?		
8	Is the SBD 9 Form completed and signed?		
9	Have you taken note of the General Conditions of Contract and signed the bottom of each page thereof?		
10	Is your bid/proposal complete and responsive in all respects to the specifications/terms of reference?		
11	Please note that late bids will not be considered.		
12	CSD registration report is attached, and all companies forming a JV/Consortium/Subcontract submitted their CSD report?		

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

ANNEXURE A

TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

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

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

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

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:

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

2.4 Company Registration Number:

2.5 Tax Reference Number:

2.6 VAT Registration Number:

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

¹"State" means –

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

²"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business

and exercises control over the enterprise.

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

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

Name of state institution at which you or the person connected to the bidder is employed :

Position occupied in the state institution:

Any other particulars:

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

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

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

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

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

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

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

2.8.1 If so, furnish particulars:

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

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

--	--	--	--

4 DECLARATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL
PROCUREMENT REGULATIONS 2017**

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- 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

a) The value of this bid is estimated to **exceed/not exceed** R50 000 000 (all applicable taxes included) and therefore the preference point system shall be applicable; or

b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	
B-BBEE STATUS LEVEL OF CONTRIBUTOR	
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **"B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **"EME"** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **"functionality"** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **"prices"** includes all applicable taxes less all unconditional discounts;
- (h) **"proof of B-BBEE status level of contributor"** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **"QSE"** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

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

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

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

Where

- P_s = Points scored for price of bid under consideration
- P_t = Price of bid under consideration
- P_{\min} = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)
 (Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

7.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted.....%

ii) The name of the sub-contractor.....

iii) The B-BBEE status level of the sub-contractor.....

iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

Designated Group: An EME or QSE which is at least 51% owned by:	EME	QSE
Black people	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Black people who are youth	<input type="checkbox"/>	<input type="checkbox"/>
Black people who are women	<input type="checkbox"/>	<input type="checkbox"/>
Black people with disabilities	<input type="checkbox"/>	<input type="checkbox"/>
Black people living in rural or underdeveloped areas or townships	<input type="checkbox"/>	<input type="checkbox"/>

Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in business:.....

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

- (a) disqualify the person from the bidding 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 bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

WITNESSES

.....

.....

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

.....

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	<p>Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		

4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

SBD 8

CERTIFICATION

**I, THE UNDERSIGNED (FULL NAME).....
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION
FORM IS TRUE AND CORRECT.**

**I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT,
ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION
PROVE TO BE FALSE.**

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

SBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

10. 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.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js914w 2



transport

Department:
Transport
REPUBLIC OF SOUTH AFRICA

Private Bag X193, PRETORIA, 0001, Forum Building, Cnr Struben and Bosman Streets, Pretoria

TERMS OF REFERENCE

**FOR THE APPOINTMENT OF SERVICE
PROVIDER FOR MICROSOFT EXCHANGE
2019 ON-PREMISES IMPLEMENTATION**

2021

A.M

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1. INTRODUCTION

1.1 The Purpose

The Department of Transport would like to invite Bid Proposals from prospective/interested service providers to implement three (3) instances of Microsoft (MS) Exchange 2019 on-premise email system and email archives data migration from Microfocus GroupWise email system.

Note

A design document that is to be read with terms of reference will be provided, as it will help a prospective Bidder to understand and prepare the Bid Proposal.

Due to consequential circumstances of the Covid-19 pandemic, the bidder needs to factor all the necessary regulations and health and safety requirements in their Bid Proposal.

1.2 The Client

The Client is the Department of Transport (DoT); the Project Sponsor is the Chief Information Officer and Director: ICT Infrastructure. Server Administration / LAN Desktop Support will serve as the Project Managers.

2. THE BACKGROUND

2.1 The Directorate ICT Infrastructure is tasked with the responsibility of the provision of email system to DoT staff. Currently, the DoT utilises Microfocus (Novell) GroupWise email system and requires a three (3) instances of MS Exchange 2019 email system clean install. The department also, where necessary, contracts the services of external IT service providers to conduct specialized IT assignments on its behalf.

2.2 The Sub Directorate specialises in support of Microfocus (Novell) GroupWise email system. Internally, there is no capacity to implement and deploy MS Exchange 2019 email system, hence a need to appoint experienced service provider(s).



3. THE GOALS & OBJECTIVES

3.1 The primary goal of the sub Directorate Server Administration is to provide the following:

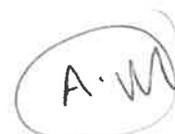
- Manage the corporate email server
- Manage email content filter and security policy
- Ensuring that email server is properly running for provision of email and directory services (e-Directory and Active Directory).
- Maintain, install, configure and manage email collaboration server to enable staff to fully access the emails from their mobile devices.
- Manage email archiving to ensure compliance to regulations and embrace Department's knowledge.
- Manage email server health check maintenance and troubleshoot server issues.

The aim of this Terms of Reference is to serve as the basis which will be relied on during the identification of service provider(s).

4. SCOPE OF WORK

4.1. The scope of work to be covered shall be as follows:

- 4.1.1. Configure three (3) Windows Server 2019 standard to host three (3) Exchange 2019 Standard and Five (5) Databases in each exchange instance at the following areas (Two (2) deployments – DoT Head Office – Pretoria and one (1) deployment – Disaster recovery site – Centurion on VMware virtualisation environment;
- 4.1.2. Integrate Exchange 2019 with Zoom and Jitsi Video Conferencing systems (APIs)
- 4.1.3. Design, test and troubleshoot mailbox migration; create scripts for copying data; test mail flow (850 mailboxes);
- 4.1.4. Create file paths, DNS settings, Registry, and MAPI over HTTP;
- 4.1.5. Prepare AD (Active Directory) schema, domain and forest for Exchange 2019;
- 4.1.6. Create configure server roles (CSR) and install certificates;



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- 4.1.7.** Integrate mobile phones (Apple iPhones and iPads, Huawei and Android smart phones and tablets);
- 4.1.8.** Configure Database Availability Group (DAG), CASs services, IIS, firewalls, Backup/recovery, security policies;
- 4.1.9.** Set up TLS 1.2 transport protocol for security and compliance;
- 4.1.10.** Site preparation, Test lab services, project planning deployment, troubleshooting and performance optimisation; and
- 4.1.11.** Installation of Microsoft critical security updates for MS Exchange server as issued by Microsoft Threat Intelligence Centre (MSTIC) based on details of multiple day-zero exploits in active use against on-premises Exchange servers.
- 4.1.12.** Incorporate Gwava retain archiving solution to MS Exchange email system.
- 4.1.13.** Monthly health check services for period of 12 months including reports and corrective measures after implementation.
- 4.1.14.** Transfer skills to identified department officials as outlined in the skills transfer plan (Shadowing)
- 4.1.15.** Full project management of the migration including Items 4.1.1 to 4.1.15 et al.

5. DELIVERABLES

- 5.1** The successful bidder must be able to deploy MS Exchange 2019 email system as per 4.1 above, in line with Microsoft preferred architecture and best practice.
- 5.2** Once allocated an assignment and having understood the mandate, the successful bidder will be expected to submit to the client, project plan indicating approach to the review and resource allocation, amongst others.
- 5.3** It is mandatory for the successful bidder to submit progress reports to the client.

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- 5.4** Before issuing the final MS Exchange deployment and configuration report, the successful bidder shall provide the DOT with Draft MS Exchange deployment and configuration report for possible discussion and inputs.
- 5.5** Upon conclusion of the MS Exchange 2019 deployment, it shall be incumbent upon the successful bidder to furnish to the client with MS Exchange review reports with clear findings and actionable recommendations.
- 5.6** The successful bidder shall provide a detailed skill transfer plan to identified technical resources with DoT.

6. SKILLS REQUIREMENTS

- 6.1** The service providers must have relevant experience and skills in the areas of MS Exchange 2019 deployments.
- 6.2** The bidders are required to submit detailed CV's of the project team members depicting the overall skills and/or expertise profile of the personnel to work on the project. The skills and knowledge required includes but are not limited to:
 - 6.1.1** Qualification(s) in Information Technology, Administering Microsoft Exchange Server training and / or Designing and Deploying Microsoft Exchange Server and other relevant qualifications.
 - 6.1.2** Experience in undertaking deployments in MS Exchange server.
 - 6.1.3** Bidders who do not submit certified copies of qualifications and detailed CV's will be disqualified.

7. DURATION AND ALLOCATION OF WORK

- 7.1** The duration of MS Exchange deployment will depend on the nature and complexity of requirements and dependencies. However, it is expected that, the project shall commence within a month of signing of contract by the DOT and successful bidder.



7.2 The Project completion entails having had all the stipulated deliverables above being met; possibly earlier but not later than six months, unless agreed to by DOT and successful bidder.

7.3 The final timeframe will be agreed upon in the inception meeting, and will both include a migration (six months), the monthly maintenance and health checks for the period of 12 months.

8. REMUNERATION / PAYMENT REGIME

8.1 Payments for expenditure accrued pertaining to the project shall be processed and paid over only at the completion and approval of the project milestones (milestone that would have been approved by DOT, as per the project plan agreed upon.

9. VARIATION CONDITIONS & POOR PERFORMANCE PENALTIES

9.1 Project Duration

9.1.1 The project duration is fixed to the conditions stipulated in paragraph 7 above.

9.1.2 The provisions of the General Conditions of Contract together with deliverables and scope of work shall apply and all terms and conditions therein must be fully complied with.

9.2 Cost / Expenditure

Service providers are requested to use the costing structure below as guide. Service providers are reminded to submit costing structure as a separate envelope as per section 11.11.

The Total budget agreed in the contract will not be extended other than on circumstances that can be reasonably proven not to be caused by poor planning by the successful bidder. Be sure to include all cost (including travel expenditures) to deliver the project.



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Table 1: Project Cost Expenditure

Project Component	Cost
Deploying three (3) MS Exchange 2019 email system as per 4.1 above, in line with Microsoft preferred architecture and best practice	
Integrate Exchange 2019 with Zoom and Jitsi Video Conferencing systems (APIs)	
Design, test and troubleshoot mailbox migration; create scripts for copying data; test mail flow (850 mailboxes)	
Create file paths, DNS settings, Registry, and MAPI over HTTP;	
Prepare AD (Active Directory) schema, domain and forest for Exchange 2019	
Create configure server roles (CSR) and install certificates	
Integrate mobile phones (Apple iPhones and iPads, Huawei and Android smart phones and tablets	
Configure Database Availability Group (DAG), CASs services, IIS, firewalls, Backup/recovery, security policies	
Set up TLS 1.2 transport protocol for security and compliance	
Site preparation, Test lab services, project planning deployment, troubleshooting and performance optimisation	
Installation of Microsoft critical security updates for MS Exchange server as issued by Microsoft Threat Intelligence Centre (MSTIC) based on details of multiple day-zero exploits in active use against on-premises Exchange servers.	

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Project Component	Cost
Incorporate Gwava retain archiving solution to MS Exchange email system	
Monthly maintenance and health check services for period of 12 months including reports and corrective measures after implementation	

9.3 Performance / Quality

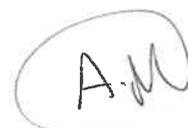
The quality of the deliverables must meet and/or surpass all the stated goals and objectives stipulated in paragraph 3 above.

9.4 Penalty Regime

9.4.1 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.

9.4.2 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).

9.4.3 Notwithstanding item 9.4.2 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.

10. MANDATORY REQUIREMENTS

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.

- 10.1 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.
- 10.2 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. 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.
- 10.3 This Bid will only be awarded to a bidder(s) whose tax status on Central Supplier Database is compliant. Compliance should remain valid for the duration of the contract.

11 BID EVALUATION CRITERIA

- 11.1 Bidders are invited and, in fact, encouraged to attend a briefing session to be held virtually, where they can ask for clarification on the evaluation criteria and other aspects of the Bid. As this briefing session will be done virtually, it will not be compulsory. The link will be advertised during the bid advert.
- 11.2 Only bidders who have complied with mandatory requirements will be evaluated for functionality.

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- 11.3** Bidders must submit supportive documentation for all functional requirements as indicated hereunder as part of their bid documents.
- 11.4** 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.
- 11.5** 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.
- 11.6** Functionality will be evaluated based on the supporting documentation supplied by the bidders in accordance with the functionality criteria and values below.
- 11.7** Bidders are requested to ensure they become familiar with Table 2 and 3 below. Sufficient supporting information should be provided in your Bid Proposal. Bidders are especially requested to propose details on capacity building on how skills transfer will be incorporated throughout the phases of the project.
- 11.8** The evaluation of the functionality will be evaluated individually by Members of Bid Evaluation Committee in accordance with the below functionality criteria and values. The applicable values that will be utilized when scoring each criterion ranges from:

- 1 = Poor,**
- 2 = Average**
- 3 = Good**
- 4 = Very Good**
- 5 = Excellent**



11.9 Stage 1: Functionality

Table 2: Summary of evaluation criteria

EVALUATION CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHT
ABILITY AND CAPABILITY	Company and/or JV experience: Experience of the firm and JV Partners for the required services. (Reference letter under the client-company letterhead, with contactable details that confirms that the firm is successfully managing or has previously managed projects of a similar nature must be attached). The reference letter must state, the scope of work, the duration and if the project was completed successfully.	30
METHODOLOGY	Bidders should provide a comprehensive project execution plan covering the entire scope of work, including a support plan with clear deliverables and timeframes for each task to be completed and the resources (persons) assigned to the tasks.	10
DEMONSTRATED KNOWLEDGE, SKILLS AND COMPETENCY IN THE SPECIFIED AREAS BY TEAM MEMBERS	Composition of the Team and confirmation that the Team members have demonstrated skills and competency in the required areas for this project: Bidders must provide CVs with certified copies of qualifications and certificates of each project team members to indicate area of expertise.	40
TRAINING, SKILLS DEVELOPMENT PLAN AND TRANSFER OF SKILLS	A skills transfer plan indicating the kind of training interventions to be provided for the identified DOT employees that are relevant to the scope of this project.	20

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Table 3: Ability and capability

Scoring Criteria:	Guidelines for Criteria Application	Points allocation for sub-criteria	Weighting factor
<p>1) Experience of the firm or consortium (JV partners) for the required services.</p> <p>Reference letter under the client-company letterhead, with contactable details that confirms that the firm is successfully managing or has previously managed projects of a similar nature must be attached.</p> <p>The reference letter must state the scope of works, the project value, the project duration and if the project was completed successfully.</p>	<p>1) Five or more completion certificates or reference letters provided on client's letterheads (successfully completed projects) or letters from the client.</p>	<p>= 5 points</p>	<p>30 %</p>
	<p>2) Four completion certificates or reference letters provided on client's letterheads (successfully completed projects) or letters from the client.</p>	<p>= 4 points</p>	
	<p>3) Three completion certificates or reference letters provided on client's letterheads (successfully completed projects) or letters from the client.</p>	<p>= 3 points</p>	
	<p>4) Two completion certificates or reference letters provided on client's letterheads (successfully completed projects) or letters from the client.</p>	<p>= 2 points</p>	
	<p>5) One completion certificate or reference letter provided on client's letterhead (successfully completed projects) or letter from the client</p>	<p>= 1 point</p>	

Table 4: Methodology

Scoring Criteria:	Guidelines for Criteria Application	Points allocation for sub-criteria	Weighting factor
<p>2) Detailed proposed methodology of how the project will be executed that covers the entire project scope of work, the proposed work schedule, the proposed systems to be used, the proposed resource allocation and the proposed timeframes. Evidence is provided that the firm or consortium</p>	<p>1) Comprehensive proposal with a project execution plan covering the entire scope of work including timeframes, key tasks, sub tasks, distribution of resources, with project duration and clear completion date. This response far exceeds the minimum requirements of the project brief and the offering is an important “value add” to the DoT. The proposal is realistic and achievable.</p>	<p>= 5 points</p>	<p>10 %</p>
	<p>2) Comprehensive proposal with a project execution plan covering the entire scope of work including timeframes, key tasks, sub tasks, distribution of resources, with project duration and clear completion date. This response exceeds the minimum requirements of the project brief.</p>	<p>= 4 points</p>	
	<p>3) Comprehensive proposal project execution plan covering the entire scope of work including a support plan with clear deliverables and timeframes for each task to be completed and the resources (persons) assigned to the tasks.</p>	<p>= 3 points</p>	

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Scoring Criteria:	Guidelines for Criteria Application	Points allocation for sub-criteria	Weighting factor
(JV partners) will be able to provide the required services throughout the country i.e. the organisation should provide its details of resource allocation and regional offices to demonstrate its "national footprint" to successfully perform its functions / fulfil its responsibilities	4) This proposal is not comprehensive and the project plan is not fully responding to the project brief.	= 2 points	
	5) This proposal is not comprehensive and the project plan is not responsive or very poorly responsive to the project brief.	= 1 point	

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Table 5: Experience and Composition of Project Team

Scoring Criteria:	Guidelines for Criteria Application	Points allocation for sub-criteria	Weighting factor (40%)
<p>3) Composition of the Team and confirmation that the Team members have demonstrated skills and competency in the required areas for this project: Bidders must provide CVs with copies of qualifications and certificates of each project team member to indicate area of expertise. (also refer Annexure C)</p>	<p>1) Individual Technical Team members are subject matter experts on MS Exchange design, Implementation and maintenance projects. Team members need to have experience in the preparation of technical reports & presentations. The skill sets needed are: MS Exchange Implementation, Design and Administration.</p>	<p><u>Average Individual / Team Member years of work experience:</u></p> <ul style="list-style-type: none"> • 5 - 6 years = 1 point • 7 - 8 years = 2 points • 9 - 10 years = 3 points • 11 - 12 years = 4 points • More the 12 years = 5 points 	<p>15 %</p>
	<p>2) Overall Technical Competency of the Project Leader, who must have an IT qualification and MS Exchange certification and have the necessary / appropriate work experience and managing teams on similar projects.</p>	<p><u>IT Qualification and number of years work experience:</u></p> <ul style="list-style-type: none"> • 1 - 2 years = 1 point • 2 - 3 years = 2 points • 3 - 4 years = 3 points • 4 - 5 years = 4 points • More the 6 years = 5 points <p><u>Without formal IT qualification and have number of years' experience:</u></p> <ul style="list-style-type: none"> • 6 - 7 years = 1 point • 7 - 8 years = 2 points • 8 - 9 years = 3 points 	<p>10 %</p>

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Scoring Criteria:	Guidelines for Criteria Application	Points allocation for sub-criteria	Weighting factor (40%)
		<ul style="list-style-type: none"> • 9 - 10 years = 4 points • More than 11 years= 5 points <p><u>Experience in managing teams on similar projects (in value and scope)</u></p> <ul style="list-style-type: none"> • Under 2 year = 1 point • 2 - 3 years = 2 points • 4 – 5 years = 3 points • 6 - 7 years = 4 points • More than 7 years= 5 points 	
	<p>3) Project Team members need to have a combination of Programme & Project Management, Email Data migration skills - (including the ability to review technical documents) experience. This team must be familiar and experienced, with regards to the coordination / monitoring / evaluation / implementation.</p>	<p><u>Average Individual / Team Member years of relevant work experience as per the CV and linking to Table 1:</u></p> <ul style="list-style-type: none"> • 0 - 2 years = 1 point • 3 - 4 years = 2 points • 5 - 6 years = 3 points • 7 - 8 years = 4 points • More than 9 years = 5 points 	<p>15 %</p>

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Table 6: Skills Transfer

Scoring Criteria:	Guidelines for Criteria Application	Points allocation for sub-criteria	Weighting factor
3) A skills transfer plan indicating the kind of training interventions to be provided for the identified DOT employees that are relevant to the scope of this project.	1) Training and skills plan covering all aspects rate-3&4. The plans beyond the scope of this project and these beneficial skills transfer.	= 5 points	20 %
	2) Training and skills plan covering all aspects under rate-3 and beyond.	= 4 points	
	3) Realistic Training and Skills Development Plan covering all aspects, with regards to the skills relevant to the scope of this project.	= 3 points	
	4) Plan has been submitted not covering all aspects, with regards the skills relevant to the scope of this project.	= 2 points	
	5) No plan at all or irrelevant details has been submitted in the response	= 1 point	

11.10 The Bids that fail to achieve a minimum of 75 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.

11.11 Stage Two – Evaluation in terms of 80/20 Preference Points System

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

11.11.1 Detailed Pricing:

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

- (a) Firm and inclusive of all costs, including disbursements;
- (b) inclusive of VAT, if applicable;
- (c) Correctly calculated and identical to the financial proposal;
- (d) Pricing should be detailed, with proper cost breakdown, in line with milestones.
- (e) The Department uses a two-envelope system.

NO PRICES MUST REFLECT IN THE TECHNICAL PROPOSAL.

11.11.2 Fees:

Domestic hotel accommodation may not exceed the maximum allowable rates referred to in the domestic accommodation rate grid set out in National Treasury Cost Containment Directives. (including dinner, breakfast and parking), air travel must be restricted to economy class and claims per kilometre may not exceed the rates approved by the Automobile Association of South Africa.

11.11.3 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.



11.11.4 NOTE: There is provision to make monthly payments or as agreed upon in the approved Inception Report. However, payments can only be made for actual services rendered and not “planned services”. Therefore, during the finalisation of the Inception Report at the beginning of the project, both Parties will need to agree on the monthly deliverables and payment schedule; and the successful service provider shall be expected to indicate the planned monthly staffing resources based on the activity schedule and project cash flows.

11.12 Calculating of points for B-BBEE status level of contribution

11.12.1 Points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of Points
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

Table 5: Points for B-BBEE status level of contribution

11.13 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.



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- 11.14** Only bidders who have completed and signed the declaration part of the preference claim form and who have submitted a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS), or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or a sworn affidavit confirming annual turnover and level of black ownership in case of an EME and QSE together with the bid will be considered for preference points. A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level Verification Certificate for every separate member.
- 11.15** Failure on the part of the bidder to comply with paragraphs 6.11 and 6.12 above will be deemed that preference points for B-BBEE status level of contribution are not claimed and will therefore be allocated a zero (0).
- 11.16** 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.
- 11.17** The points scored will be rounded off to the nearest two (2) decimals.
- 11.18** In the event that two or more bids have scored equal total points, the contract will be awarded to the bidder scoring the highest number of preference points for B-BBEE.
- 11.19** However, when functionality is part of the evaluation process and two or more bidders have scored equal points including equal preference points for B-BBEE, the contract will be awarded to the bidder scoring the highest for functionality.
- 11.20** Should two or more bids be equal in all respects; the award shall be decided by the drawing of lots.



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

12. RULES OF BIDDING

12.1 Format and Submission of Bids

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

12.1.2 Bids must be submitted in two (2) envelopes, one (1) with the technical proposal and the other pricing. Supporting documents required for compliance including a Valid Tax Clearance Certificate and all the SDB documents except for SBD 3.1 and 3.3 must be submitted together with the technical proposal.

12.1.3 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.

12.1.4 Format of submission of proposals:

- (a) Envelopes must be clearly marked with Company name, DOT BID Number and whether it is the technical or financial response (envelope 1 and 2);
- (b) Proposals must be submitted as one (1) original and four protected soft copies. Soft copies must be exact copies of the original document, and should be labelled properly.

12.1.5 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.



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12.1.6 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.

12.1.7 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.

12.1.8 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.

12.1.9 The 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.

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

12.1.11 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. The lowest price (management fee where applicable) offered will not necessarily be a decisive factor in choosing between Proposals.

12.1.12 The Department shall publish the results of the outcome of a tender process, including the details of the Successful Bidder in the same media that was used to advertise the bid.

13. INFORMATION SESSION

13.1 A virtual briefing session will be held with the Department as detailed in the advertisement. Although not compulsory, prospective Bidders are advised to attend



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the briefing session since this 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.

13.2 Prospective Bidders should take note of the design document and Annexure A, provided as information to assist in preparing the Bid.

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

14.1 All these details have to be provided upfront. Please provide all the mandatory documents and certificates for each of the JV Partners.

14.2 The successful bidder must obtain prior DOT approval about to sub-contract, and/or amend the sub-contracting arrangements.

14.3 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.

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

14.5 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:

14.5.1 the conditions under which the consortium will function;

14.5.2 its period of duration;

14.5.3 the persons authorized to represent it;



14.5.4 the participation of the several parties forming the consortium;

14.5.5 the benefits that will accrue to each party;

14.5.6 any other information necessary to permit a full appraisal of its functioning.

15 SECURITY AND CONFIDENTIALITY OF INFORMATION

15.1 No material or information derived from the provision of the services under the Contract may be used for any purposes other than those of the Department, except where authorised in writing to do so. All information will be held strictly confidential. The successful Service Provider may be required to sign a Confidentiality Agreement with the Department.

16 TERMS AND CONDITIONS

16.1 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.

16.2 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.

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

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- 16.4** The Department also reserves the right to call interviews with short-listed Service Providers before final selection, and to negotiate price with the Preferred Service Providers.
- 16.5** 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.
- 16.6** Bid submission requirements must be completed in sections and appendices provided in the bid document.
- 16.7 Further Requirements**
- 16.7.1** 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.
- 16.7.2** No material or information derived from the provision of the services under the Contract may be used for any purposes other than those of the Department, except where authorised in writing to do so. All information will be held strictly confidential. The successful service provider may be required to sign a Confidentiality Agreement with the Department.
- 16.7.3** Copyright of all documents and electronic aids and software programs prepared or developed in terms of the appointment, shall vest in the Department.
- 16.7.4** Any Briefing Notes which may be issued by the Department to the successful service providers should be considered as part of this ToR.
- 16.7.5** In the event that negotiations between the Department and the successful service providers fail with regard to the conclusion of a Contract, the Department reserves

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its right not to appoint the successful service providers without incurring any liability to compensate or reimburse the successful service providers.

- 16.7.6** The Department of Transport reserves the right to cancel the Contract forthwith and to terminate the service of the successful Service Provider(s) with thirty (30) days' notice, and to do so if the successful Service Providers becomes unable for any reason whatsoever to implement any of the terms of the Contract due to causes within his/her control, or delay without proper cause. In such an event, the successful Service Provider(s) shall, when called to do so, hand over to the Department all documents and papers which are related to the project.
- 16.7.7** The Department will also have the right to:
- 16.7.7.1** Discontinue the services of the successful Service Provider(s) at any stage during the project without any obligation to allow the successful service providers to execute the remainder of the project, and to:
- 16.7.7.2** Appoint a new Service Provider(s) to execute the remainder of the project, should the Department not be satisfied with the executing of any part of the project by the successful Service Providers.
- 16.7.8** Should the Contract be cancelled in terms of paragraph 4.8.7 above, the quantum of remuneration due to the successful service providers for services rendered prior to the date of the termination of the Agreement shall be determined between the Department and the successful Service Provider(s).
- 16.7.9** 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.
- 16.7.10** A proposal submitted by a partnership must be accompanied by a written partnership agreement.

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16.7.11 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 or Joint venture indicating:

16.7.11.1 the conditions under which the Consortium or Joint Venture will function;

16.7.11.2 its period of duration;

16.7.11.3 the persons authorized to represent it;

16.7.11.4 the participation of the several parties forming the Consortium or Joint venture;

16.7.11.5 the benefits that will accrue to each party;

16.7.11.6 any other information necessary to permit a full appraisal of its functioning.

16.7.12 The successful Service Provider(s) may be required to enter into a Service Level Agreement (SLA) prior to appointment.

16.7.13 The Department is not bound to accept any of the proposals submitted and reserves the right to call for best and final offers from short-listed service providers before final selection.

16.7.14 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, without revealing the identity of the source of the questions.

**16.8 ALL BIDDERS MUST BE REGISTERED ON THE CENTRAL SUPPLIER
DATABASE AT NATIONAL TREASURY.**

More information in this regard is available on www.ocpo.treasury.gov.za.

Proof of registration must be submitted together with the technical proposal.

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

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

17. PAYMENT

17.1 Invoicing:

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.

17.2 Payment Information

17.2.1 An invoice only becomes due and payable:

- (a) When the Project Manager signs-off on the specific deliverable and submits the invoice for payment; and
- (b) When the invoice is correct with regards to calculations, information contained, banking details and supporting documents.

17.2.2 It is important to ensure that invoices are correctly submitted and reference the project name, DOT number and Order Number.

17.2.3 Non-compliance will delay the payment process.

17.3 Penalties

17.3.1 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

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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.

17.3.2 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).

17.3.3 Notwithstanding item 7.2 above, failure to meet the deadline as stipulated in this TOR 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.

18 CONTACT DETAILS

The contact persons are:

ADMINISTRATIVE ENQUIRES MUST BE ADDRESSED TO:	
Mr John Mashinini Supply Chain Management Tel: (012) 309-3000 / 3045 Email: MashiniJ@dot.gov.za	Mr Lucky Mashile Supply Chain Management Tel: (012) 309-3000 / 3429 Email: MashileL@dot.gov.za

18.1 The Bid Evaluation Committee reserves the right to call bidders to complete any outstanding elements of the bids, make presentations of their bids, and/or present best and final offers, if required, at the bidders' cost, prior to the finalisation of the evaluation process.

18.2 Any bidder that fails to submit any element of the bid submission requirements set out in terms of this ToR will be rejected as unsuitable for evaluation and will

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therefore not be considered further. The decision of the Department's Bid Adjudication Committee will be final.

TECHNICAL ENQUIRES:		
Mr Eugene Manyaka Tel (012) 309 3704 Email: ManyakaE@dot.gov.za	Ms Atang Seabelo Tel: (012) 309-3589 Email: SeabeloA@dot.gov.za	Mr Tshepo Chauke Tel: (012) 309-3022 Email: ChaukeT@dot.gov.za



Annexure A

Recommended Template to indicate Team Member Qualifications

Technical Support Project Team		Details of formal, MS Exchange certification and other Qualifications					
No	Name of Team member	IT Qualification	MS Exchange certification	Other (please specify)	Other (please specify)	Other (please specify)	Other (please specify)
1							
2							
3							
4							
5							
6							
7							
7							
8							
9							
10							

Figure 1: Technical Team Member Qualifications Template

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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
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7. Performance security
8. Inspections, tests and analysis
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21. Delays in the supplier's performance
22. Penalties
23. Termination for default
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25. Force Majeure
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27. Settlement of disputes
28. Limitation of liability
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30. Applicable law
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General Conditions of Contract

1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

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

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

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

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

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

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

ANNEXURE B

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	DOT/07/2021/IITP	CLOSING DATE:	29 October 2021	CLOSING TIME:	11:00
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER FOR MICROSOFT EXCHANGE 2019 ON-PREMISES IMPLEMENTATION.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
NATIONAL DEPARTMENT OF TRANSPORT 159 FORUM BUILDING CORNER BOSMAN AND STRUBEN STREET					
PRIVATE BAG X 193					
PRETORIA 0001					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	MR L MASHILE/ MR T MKHARI		CONTACT PERSON	MR E MANYAKA/ MS SEABELO	
TELEPHONE NUMBER	012 309-3045/3011		TELEPHONE NUMBER	012 309-3464/3589	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	MashileL@dot.gov.za/Mkharit@dot.gov.za		E-MAIL ADDRESS	ManyakaE@dot.gov.za/ SeabeloA@dot.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4.	THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7	NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

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

DATE:

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER:	BID NO.: DOT/07/2021/IITP.
CLOSING TIME 11:00	CLOSING DATE 29 October 2021

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

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

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

.....	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 –

DEPARTMENT OF TRANSPORT
Mr. Tyron Mkhari/ Lucky Mashile
Supply Chain Management
Tel: 012 309-3011/3429

Or for technical information –

DEPARTMRNT OF TRANSPORT
Mr. E Manyaka
Tel: 012 309-3704
E-mail: ManyakaE@dot.gov.za

DEPARTMRNT OF TRANSPORT
Ms. A Seabelo
Tel: 012 309-3589
E-mail: SeabeloA@dot.gov.za

DEPARTMRNT OF TRANSPORT
Mr. Tshepo Chauke
Tel: 012 309-3022
E-mail: ChaukeT@dot.gov.za