



transport

Department:
Transport
REPUBLIC OF SOUTH AFRICA

Ref: CSS 5/11/1

Enq: Mr. J. Mashinini/Mr. T Mkhari
Tel Number: (012) 309-3045/3011

BID NUMBER:	DOT/02/2024/CS
DESCRIPTION:	TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR RENTAL OF PABX TELEPHONE SYSTEM FOR THE DEPARTMENT OF TRANSPORT FOR A PERIOD OF 36 MONTHS.
CLOSING TIME:	11:00 AM
CLOSING DATE:	19/07/2024
BRIEFING SESSION:	Compulsory Briefing Date: 04/07/2024 Time: 10am Venue: Department of Transport Indaba Boardroom
VALIDITY PERIOD:	90 DAYS

INFORMATION TO BIDDERS

1. CONTENTS OF THE BIDDER PACK

Tender Pack Doc	Title	Type	Purpose
1	Information to Bidders	PDF	For Information
2	Bidder Checklist	MS Word	- To be printed, filled in full and signed. - Technical Envelope.
3	Terms of Reference	PDF	Functionality Requirements
4	SBD 1 – Invitation to bid	PDF	- To be printed, filled in full and signed. - Technical Envelope.
5	- SBD 2 – Tax clearance certificate requirements. - CSD report/ SARS pin number/MAAA registration number. - ID copies	PDF	- Tax Clearance Certificate to be submitted for screening purposes. - Provide CSD number /SARS pin/ - ID copies of shareholder/s or Directors of the company to be submitted for screening purposes - Technical Envelope.
6	SBD 4 – Bidder's Disclosure	PDF	- To be printed, filled in full and signed. - Technical Envelope
7	General Conditions of Contract	PDF	- To be printed, filled in full and signed. - Technical Envelope
8	SBD 3.3 pricing schedules must be submitted before or on the closing date of the bid in sealed envelopes and clearly marked as pricing schedule/Financial proposal.	PDF	- Information requirement for compliance - To be printed, filled in full and signed. - Financial Envelope.
9	SBD 6.1 Preferential Claim Form in terms of Preferential Procurement Regulation (PPR) 2022, if applicable	PDF	- To be printed, filled in full and signed. - Financial Envelope.

2. INSTRUCTIONS FOR COMPLETION AND SUBMISSION OF BID PROPOSALS

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

2.1 COMPLETION AND FORMAT OF BID PROPOSALS

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

2.2 CLARIFICATIONS

- a. Requests for clarification must be made in writing by e-mail to Bids@dot.gov.za.
- b. Requests for clarification shall be accepted by the DOT up until 12/07/2024.
- c. The submission bid number [DOT/02/2024/CS] should be included in the subject line of the email.
- d. No telephonic requests for clarification shall be entertained.

- e. The clarifications shall be made available to all bidders by a notification on the e-tender portal, and in cases of a compulsory briefing sessions, to all attendees.

3. EVALUATION PROCESS

The evaluation process comprises of the following stages:

3.1 STAGE 1: Mandatory and Administrative compliance process

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

3.2 STAGE 2: Functionality evaluation - Desktop

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

3.3 STAGE 3: Functionality evaluation – Live demonstration / Presentation

The DOT shall invite bidders who score a minimum threshold of **60% and above** for Interview/demo that forms part of the technical/functionality evaluation process in the Terms of Reference. Bidders who are successful in meeting the functionality threshold of **80%** during this stage will be evaluated further on Preferential Procurement Regulation (PPR).

3.4 STAGE 4: Preferential Procurement Regulation (PPR), 2022

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

4. SCORING METHODOLOGY

- 4.1 Each BEC member shall score each individual criterion on the score sheet/system using the values: 0-5 as detailed in the TOR scoring criteria.
- 4.2 Individual value scores of BEC members shall be consolidated to obtain the marks scored for all elements. These scores shall be added and averaged according to the number of BEC members. Only bidders that have met or exceeded the minimum threshold as specified above will be considered for further evaluation (PPR 2022).

5. MANDATORY REQUIREMENTS

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

6. TAX CLEARANCE CERTIFICATE

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

7. VALUE ADDED TAX

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

8. CLIENT BASE

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

9. LEGAL IMPLICATIONS

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

10. COMMUNICATION

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

11. COUNTER CONDITIONS

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

12. PROHIBITION OF RESTRICTIVE PRACTICES

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

13. FRONTING

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

14. TIMEFRAMES AND FORMAL CONTRACT

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

15. PACKAGING OF THE SUBMISSION

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

ENVELOPE NO.1: FUNCTIONALITY PROPOSAL

BID DESCRIPTION:	
BID No:	
Submission closing date:	
Submission closing time:	
Name of bidder:	
Contact number of bidder:	
Address of bidder:	

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

BID DESCRIPTION:	
BID No:	
Submission closing date:	
Submission closing time:	
Name of bidder:	
Contact number of bidder:	
Address of bidder:	

NB: In this envelope, the bidder shall provide the SBD 3.3/ financial proposal completed and signed.

16. CONTACT DETAILS

Physical address: Forum building, 159 Struben Street, Pretoria

National Department of Transport

Private Bag X193, Pretoria, 0001

For any enquiries, email: Bids@dot.gov.za

Kind Regards



DIRECTOR GENERAL: TRANSPORT

DATE: 27/06/24

CHECKLIST: DOT/02/2024/CS: TERMS OF REFERENCES FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR RENTAL OF PABX TELEPHONE SYSTEM FOR THE NATIONAL DEPARTMENT OF TRANSPORT FOR THE PERIOD OF TWELVE (12) MONTHS.

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 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.		
6	Have you taken note of the General Conditions of Contract and signed the bottom of each page thereof?		
7	Is your bid/proposal complete and responsive in all respects to the specifications/terms of reference?		
8	Please note that late bids will not be considered.		
9	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

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	DOT/02/2024/CS	CLOSING DATE:	15 JULY 2024	CLOSING TIME:	11:00
DESCRIPTION	TERMS OF REFERENCES FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR RENTAL OF PABX TELEPHONE SYSTEM FOR THE NATIONAL DEPARTMENT OF TRANSPORT FOR THE PERIOD OF TWELVE (12) MONTHS.				
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 J MASHININI / MR T MKHARI		CONTACT PERSON	MR TSHEPO CHAUKE	
TELEPHONE NUMBER	012 309-3045/3011		TELEPHONE NUMBER	012 309 3022	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	Mashinij@dot.gov.za/Mkharit@dot.gov.za		E-MAIL ADDRESS	ChaukeT@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] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] ☐ Yes ☐ 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?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		☐ Yes ☐ No [IF YES, ANSWER PART B:3]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				☐ YES ☐ NO	

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?

☐ YES ☐ 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:

.....

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? <u>(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.</u>	YES / NO
2.7.2.2	If no, furnish reasons for non-submission of such proof: 	
2.8	Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months?	YES / NO
2.8.1	If so, furnish particulars: 	
2.9	Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid?	YES / NO

.....

.....

.....

YES/NO

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

YES/NO

.....

.....

.....

[illegible]

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

May 2011

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

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

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

1. GENERAL CONDITIONS

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

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

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

(delete whichever is not applicable for this tender).

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

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

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

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

The maximum points for this tender are allocated as follows:

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc} \text{80/20} & \text{or} & \text{90/10} \\ Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) & \text{or} & Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) \end{array}$$

Where

- Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One-person business/sole propriety

Close corporation

Public Company

Personal Liability Company

(Pty) Limited

Non-Profit Company

State Owned Company

[TICK APPLICABLE BOX]

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

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

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

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....



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 A SERVICE PROVIDER FOR
RENTAL OF PABX TELEPHONE SYSTEM FOR THE
DEPARTMENT OF TRANSPORT FOR A PERIOD OF 36
MONTHS**

2024

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T.A

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR RENTAL OF PABX
TELEPHONE SYSTEM FOR THE DEPARTMENT OF TRANSPORT FOR A PERIOD OF 36 MONTHS

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1. INTRODUCTION

1.1 The Purpose

The purpose of the terms of reference (ToR) is to appoint a service provider who will supply, configure and implement a PABX telephony system for the Department of Transport (DoT). The service providers are called upon to provide proposals to for rental of PABX telephone system for at Department of Transport offices in Pretoria by rental process for the period of thirty-six (36) months.

1.2 The Client

- 1.2.1 The Client is the Department of Transport (DoT).
- 1.2.2 Project Sponsor is the Chief Information Officer and Director: Information and Communication Technology (ICT) Infrastructure.
- 1.2.3 Project Managers: Server Administration / Local Area Network (LAN) Desktop Support.

2. THE BACKGROUND

- 2.1 The Directorate ICT Infrastructure is tasked with the responsibility of the management of the Switchboard (PABX) and Telephone Management System (TMS). The Department is currently using a Switchboard (PABX) and Telephone Management System (TMS) that is operated by three (3) operators. The current Alcatel-Lucent System was installed in 2013.
- 2.2 Currently the Telephone Management System (PABX) system has reached end-of-life. The refreshed telecommunication solution would ensure an effective and efficient communication between the Department and its clients as well as the stakeholders.
- 2.3 The Department has been without a telephone maintenance contract since the beginning of November 2021 and that poses a huge challenge and danger on the

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system as it is a technologically advanced system which needs to be checked and upgraded every six months.

2.4 Current install base

2.4.1 PABX

Alcatel PABX hardware & software maintenance (CPU, extension cards, trunk cards).

Network Management tool (Omnivista) – hardware & software maintenance.

2.4.2 Handsets

Entry level and high-end IP models

2.4.3 Rampage TMS

Hardware & software maintenance of the server

Software upgrades & costing table updates

2.4.4 Software Premier Support (SPS)

All new software upgrades on PABX, Network Management system, and TMS.

High level support from Alcatel-Lucent

On-site support – response time as per SLA

2.4.5 Networking Installation

Aruba networking infrastructure

2.4.6 Virtual streaming solution

Microsoft Teams

3. THE GOALS & OBJECTIVES

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3.1 The primary goal of the ToR is to provide the following:

- 3.1.1 To appoint a successful bidder with suitable technical skills and experience for rental of PABX telephone system for the Department of Transport for a period of 36 months through a leasing/rental option.
- 3.1.2 Installation of the required software and activation of UC licenses.
- 3.1.3 Upgrade the software to the latest patch levels according to OEM's best practice.
- 3.1.4 Finalisation of required documentation from planning until conclusion of the project.
- 3.1.5 User training

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 Design, supply, installation, support and maintenance of Unified Communication (UC) – Hosted PABX and professional services for DoT on rental basis.
- 4.1.2 Planning and design for PABX;
- 4.1.3 Acquisition, implementation and documentation;
- 4.1.4 Project management
- 4.1.5 Support & maintenance of supplied solutions and services.

The proposed hosted PABX solution must be able to provide visibility when on MS Teams call.

For more details see **Annexure A** IP Telephony Requirements

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5. DELIVERABLES

- 5.1. The successful bidder must be able to supply, deploy and migrate data from PABX as per 4.1 above, in line with the OEM's preferred architecture and best practice into a hosted cloud infrastructure.
- 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. The successful bidder may be requested to submit weekly progress report in writing to the client.
- 5.4. Provision of the final UC (IP Telephony) deployment and configuration report.
- 5.5. Upon conclusion of the UC delivery, implementation and migration services, it shall be incumbent upon the successful bidder to furnish to the client with configuration documentation of the whole Unified Communication system (architecture).
- 5.6. The successful bidder shall provide a detailed skill transfer plan.

6. SKILLS REQUIREMENTS

- 6.1 The service providers must have relevant experience and skills in the areas of UC (PABX) solution deployments.
- 6.2 The bidders are required to submit detailed CV's of the resources (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:
 - 6.2.1 Certification of Unified Communication (PABX), including previous engagements of UC installations. Bidders who do not submit (at least 1 UC certified resource) certified qualifications and detailed CV's.
 - 6.2.2 OEM letter certifying that the bidder is Unified Communication implementation services company and must be either a certified partner.
 - 6.2.3 The supplier must provide minimum one (1) to maximum Five (5) reference letters of similar work done. The letter must be either on the customer letterhead or certified sworn affidavit and must include start and end date for project implementation.

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7. DURATION AND ALLOCATION OF WORK

- 7.1 The duration of supply, implementation and migration of UC infrastructure will depend on the nature and complexity of requirements and dependencies. However, it is expected that, the project shall commence within two (2) weeks of delivery of the Unified Communications infrastructure by the successful bidder.
- 7.2 The Project completion entails having installation phase and configuration of all the stipulated deliverables above being met for period not exceeding 12 months. The remaining period will be for the actual operation of the system and maintenance.
- 7.3 It is expected the migration/cutover of telephony services would happen after-hours (including the weekends) to minimise disruptions.

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. The first payment would be for the delivery of required infrastructure and the implementation and migration would be the last payment schedule.

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

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.

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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.

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- 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.
- 10.4** Original Equipment Manufacturer (OEM) letter certifying that the bidder is UC/PABX implementation services company and must be a UC/PABX certified partner.

11. BID EVALUATION CRITERIA

- 11.1** Bidders are invited and, in fact, encouraged to attend a compulsory briefing session to be held at Departmental premises, where they can ask for clarification on the evaluation criteria and other aspects of the Bid. A compulsory briefing session will be done **physically at 159 Struben street, Pretoria.**
- 11.2** Only bidders who have complied with mandatory requirements will be evaluated for functionality.
- 11.3** Bidders must submit supportive documentation for all functional requirements as indicated hereunder as part of their bid documents.

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- 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 Tables 1 - 2. 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**

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11.9 Stage 1: Functionality

Table 1: Summary of evaluation criteria

EVALUATION CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHT
PHASE 1		
ABILITY AND CAPABILITY	Company and/or JV experience: Experience of the firm in implementing PABX telephone solutions. Five (5) reference letters under the client-company letter head, with contactable details which confirms that the firm is successfully managing or has previously managed projects of a similar nature in the must be attached. The reference letters must state the duration and if the projects were completed successfully. They must have reference letters from different organizations where they performed similar assignments.	20
	Project Leader: Should have the following: NQF7 qualification in Information Technology / Computer Science / Systems Engineering / Telecommunications or similar. Certified in any PABX (Telephony) certification Minimum of 5 years in PABX (Telephony) experience. Project Management experience	20
	Team Members: Should have combination / either the following: NQF6 qualification in Information Technology / Computer Science / Systems Engineering, telecommunications or similar. Minimum of 5 years in PABX (Telephony) experience. PABX (Telephony) certification. Networking certification.	20
	Proposed telephone system: Meets all the requirements as listed under section 4, Scope of Work and Annexure A in this document.	30

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EVALUATION CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHT
PHASE 1		
METHODOLOGY	Provide comprehensive project execution plan covering the entire scope of work indicating clear deliverables and timeframes for each task to be completed, including training, skills transfer, maintenance and support plans for the period of the contract (36 months).	10

11.10 Stage 2: Live demonstration / presentation

PHASE 2		
ABILITY AND CAPABILITY	Demo/Presentation: Service Providers must present the system being offered, demonstrating PABX (Telephony) processes, using scenarios and mock data. They will also be expected to respond to questions asked.	100
Bidders need to at least score 80 out of 100 to proceed to next round		100

Table 2: Ability and capability

Scoring Criterion	1 Poor	2 Average	3 Good	4 Very Good	5 Excellent
Company experience: Experience of the firm in implementing PABX (Telephony) Solution. Five (5) reference letters under the client-company letter head, with contactable details which confirms that the firm is successfully managing or has previously managed	0 to 1 reference letter from institutions where PABX (Telephony) system was deployed.	2+ reference letters from institutions where PABX (Telephony) system was deployed.	3+ reference letters from institutions where PABX (Telephony) system was deployed.	4+ reference letters from institutions where PABX (Telephony) system was deployed.	5+ reference letters from institutions where PABX (Telephony) system was deployed.

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Scoring Criterion	1 Poor	2 Average	3 Good	4 Very Good	5 Excellent
projects of a similar nature in the attached). The reference letters must state the duration and if the projects were completed successfully. Must have reference letters from at least different organizations where it performed similar assignments.					
Project leader: Should have the following: a. NQF7 qualification in Information Technology / Computer Science / Data Science / Systems Engineering, telecommunications or similar. b. Certified in any PABX (Telephony) software. c. Minimum of 5 years in managing PABX (Telephony) implementation experience. d. Project Management Experience	Meet less than 3 of the requirements	Meet 3 of the requirements	Meet all 4 requirements	Meet all 4 requirements and has implemented similar projects.	Meet all 4 requirements , has NQF8 and implemented similar projects.
Team members Should have the following: a. NQF 6 qualification in Information Technology / Computer Science /	Meet less than 2 of the requirements	Meet 2 of the requirements	Meet all 3 requirements	Meet all 3 and has implemented similar projects	Meet all 3 requirements and NQF 7 implemented similar projects

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Scoring Criterion	1 Poor	2 Average	3 Good	4 Very Good	5 Excellent
Telecommunication s / Systems Engineering or similar. b. Minimum of 5 years in PABX (Telephony) experience. c. Networking certification d. PABX (Telephony) certification					
Proposed telephony system: Should meet all the requirements as listed under Section 4, Scope of Work, in this document.	Meets less than 75% of the listed requirements under Section 4	Meets between 75%to 80% of the listed requirements under Section 4	Meets between 80% to 90% of the listed requirements under Section 4	Meets 100% all the listed requirements under Section 4	Exceed the expectation of all listed requirements under Section 4
Methodology: Should provide comprehensive project execution plan covering the entire scope of work indicating clear deliverables and timeframes for each task to be completed, including training, skills transfer, maintenance and support plans.	No plan or irrelevant plan	Relevant plan indicating scope of work and deliverables only	Relevant plan indicating scope of work, deliverables and timeframes	Relevant plan indicating scope of work and deliverables, timeframes, maintenance and support	Relevant plan indicating scope of work and deliverables, timeframes, maintenance and support training and skills transfer
Demo/Presentation: Service Providers must present the system being offered, demonstrating PABX (Telephony) implementation, using scenarios as stated in	System meets less than 75% of the requirements listed Annexure A or no demonstration	System meets 75% of the requirements listed under Annexure A and is not user friendly. Telephone	System meets all the requirements listed under Annexure A . Telephone system can integrate with MS Teams	System meets all requirements listed under Annexure A , is user friendly. Telephone system can	System meets all requirements listed under Annexure A , is user friendly, has on screen help

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Scoring Criterion	1 Poor	2 Average	3 Good	4 Very Good	5 Excellent
Annexure A. They will also be expected to respond to questions asked.		system can integrate with MS Teams.		integrate with MS Teams	wizard/support functionality and can integrate with MS Teams implemented at DoT

11.11 Stage One – Functionality assessment

The Bids that fail to achieve a minimum of 60 points out of 100 points for functionality will be disqualified.

11.12 Stage Two - Live demonstration / presentation

The bids that fail to achieve a minimum of 80 % points out of 100 points for live demonstration / presentation will be disqualified This means that such bids will not be evaluated on the Preference Points System stage.

11.13 Stage Three – Evaluation in terms of 80/20 Preference Points System

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

Table 3: Preference points system table

Goals	Points out of 20 (80/20)	Required proof	Points claimed	Proof Attached
Black Owned (BO)	Max 10	B-BBEEE Status level certificate. Issued by an authorised body or persons; or A sworn affidavit as prescribed by the		

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Goals	Points out of 20 (80/20)	Required proof	Points claimed	Proof Attached
		B-BBEE Codes of Good practice		
Women Owed (WO)	MAX 6	B-BBEEE Status level certificate. Issued by an authorised body or persons; or A sworn affidavit as prescribed by the B-BBEE Codes of Good practice		
Black Designated Group (BDG)	MAX 4	B-BBEEE Status level certificate. Issued by an authorised body or persons; or A sworn affidavit as prescribed by the B-BBEE Codes of Good practice		

11.13.1 Detailed Pricing:

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

- (a) Firm and inclusive of all costs, including disbursements;
- (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 deliverables, and indicating the proposed time frames.
- (e) The Department uses a two-envelope system. **NO PRICES MUST REFLECT IN THE TECHNICAL PROPOSAL**

It is recommended that a pricing schedule be used as per below table (**N.B: This must be included only in the pricing proposal**)

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Table 4: Pricing proposal

Details	Pricing
Design, supply, installation, support and maintenance of Unified Communication (UC) – Hosted PABX and professional services for DoT on rental basis.	
Planning and design for PABX;	
Acquisition, implementation and documentation;	
Project management	
Support & maintenance of supplied solutions and services – Year 1	
Support & maintenance of supplied solutions and services – Year 2	
Support & maintenance of supplied solutions and services Year 3	

Pricing must be indicated for monthly rental, yearly and the total for the whole contract period.

NO PRICES MUST REFLECT IN THE TECHNICAL PROPOSAL.

11.13.2 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.

11.13.3 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

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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.

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

11.14.1 Points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table 8.

11.15 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.

11.16 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

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consolidated B-BBEE Status Level Verification Certificate for every separate member.

- 11.17** 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).
- 11.18** 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.
- 11.19** The points scored will be rounded off to the nearest two (2) decimals.
- 11.20** 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.
- 11.21** 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.
- 11.22** Should two or more bids be equal in all respects; the award shall be decided by the drawing of lots.
- 11.23** 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.

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12.1.2 Bids must be submitted in two (2) envelopes, one (1) with the technical proposal and the other pricing proposal. 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.

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.

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- 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 compulsory physical briefing session will be held with the Department as detailed in the advertisement. The prospective Bidders are advised to attend 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 Table One (1) provided to assist in preparing the Bid.

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**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.

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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.
- 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.

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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 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

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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.

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;

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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) will 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.

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 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.

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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 Tyron Mkhari Supply Chain Management Tel: (012) 309-3000 / 3011 Email: MkhariT@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 therefore not be considered further. The decision of the Department's Bid Adjudication Committee will be final.

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TECHNICAL ENQUIRES:		
Mr Eugene Manyaka Tel (012) 309 3704 Email: ManyakaE@dot.gov.za	Dr Tshepo Chauke Tel: (012) 309-3022 Email: ChaukeT@dot.gov.za	Mr Morapedi Motaung Tel: (012) 309-3735 Email: MotaungM@dot.gov.za

Annexure A

Table 5: IP Telephony requirements

No	IP Telephony capabilities	Yes	No
1	The solution is to be of High Availability (HA) design with resiliency.		
2	The solution must support industry standard codecs (G.711, G.726, G.729 and similar) and use G.711 as the default codec for voice calls over the DOT's Wide Area Network (WAN) and Local Area Networks (LAN)		
3	The IP telephony solution should use open standards to support integration with third party solutions and services via API's.		
4	The environment needs to allow a personal identification number (PIN) that can be deployed from anywhere and from any user device on the voice network.		
5	The solution should support users with sight or hearing impairments State any compliance to Accessibility Standards.		
6	The proposed system must provide backup and restore functionality		
7	Remote monitoring, including alerts and alarms is required.		
8	The solution must secure data to prevent unauthorized access		
9	For added SIP security purposes the SIP trunks are to be anchored via a Session Border Gateway and provide comprehensive information on your proposed SIP security solutions.		
10	Provide full details on user instruments that you can supply. Note: all instruments are to be Hearing Aid Compatible (HAC), Handsfree wideband audio, and have an HD Audio headset port.		
11	Softphone – 530 licenses		
12	Wi-Fi handsets - Twenty (20) units		
13	Conference Telephones units with ten (10) Extended Microphones each - Seven (7) units		
14	Executive / Secretary IP Phone – 50 units		
15	Senior Manager / Secretary IP Phone – 200 units		
16	Call centre units including Headsets – 5 units		

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No	IP Telephony capabilities	Yes	No
17	The following IP instrumentation types have been identified and is required: - <u>All instrumentation is to include the following as a minimum:</u> 17.6 Dual – Port Gigabit embedded switch. 17.7 RJ45 Cord. 17.8 The instruments must have screen programmable keys. 17.9 Wideband Audio Loudspeaker. 17.10 Top range IP phone to have a large touch colour screen. 17.11 Headset options – USB. 17.12 All IP phones are to have Bluetooth capabilities for pairing facilities to mobile / smart phones or external peripheral. equipment such as a Bluetooth speaker etc. 17.12 Wireless options to be included.		
18	The operator console software should have access to the corporate telephone directory and support search by name, department, or job function criteria in addition to automating the process of transferring or calling a user by a keystroke or mouse click.		
19	An operator overflow facility will be required for instances where an operator is not available to take a call.		
20	The operators need to be able to work externally with the same functions as an onsite.		
21	The solution should offer the ability to integrate with Active Directory, this is to be performed in conjunction with the offered Telephone Management System		
22	System Administration tools are required for user adds, moves and changes, provide full details of the available functions stipulating exactly which programming features and functions would be made available to the DOT.		
23	Multi-party audio conference facility. Provide details of the standard audio conference facilities available on your solution. The UC solution must provide details on the following: 23.1 Number of parties in an audio conference as a standard. 23.2 The number of total concurrent conference facilities available as a standard.		
24	A multi-tiered Automated Attendant is required, Provide details on the Automated Attendant options.		
25	Several automated attendant options will be required with the option of up to 8 levels.		
26	Voicemail with UM is required with the ability to send a WAV file as an attachment to the user's mail inbox.		
27	Extension Hunting is required		

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No	IP Telephony capabilities	Yes	No
28	Call park facility is required that provides the ability to hold a call under a location code and retrieve the call from any extension on the voice network		
29	Call pickup is required, State how many members per call pick-up group.		
30	Last number redial is required.		
31	Phonebook with search by name is required.		
32	Call waiting is required		
33	Multi-line functions on IP phones is required		
34	Manager / Personal assistance features are required		
35	An intercom facility is required between a Secretary and Manager.		
	Unified Communications (UC) and collaboration		
36	Hosted Cloud deployment		
37	The UC solution should use open Standards, to support integration with third party solutions and services, provide details of supported standards.		
38	Administration and provisioning of users made available to DOT system administrators		
39	Provision of detailed information on your integration capabilities to Microsoft Teams.		
40	The UC solution must support 5 devices per user with the ability to take or make the call from any device, devices could include an office IP desktop device + Softphone on Mobile + Softphone on Tablet + Softphone on PC + Remote IP phone at user's residence.		
41	UC licenses need to include hand off from the mobile phone to the desk-phone and vice versa with click to dial, corporate directory, IM, Voice Presence, Calendar integration		
42	Connected devices need to ring at the same time, if the user required this feature		
43	The mobility solution must use Wi-Fi where available (i.e. internet connectivity) or failure of data connectivity shall result in calls automatically reverted to GSM		
44	Availability status and forwarding plans shall be programmed by the user from any device		
45	The solution needs to support single number portability (i.e. being reachable through one number and able to place calls using the same number – no matter what the location).		
46	The solution needs to originate calls from an external device (such as a mobile phone) and present a single number to external customers.		
47	PBX features need to be extended to a smartphone device		

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No	IP Telephony capabilities	Yes	No
48	The solution needs to remote office worker's phone to connect to the proposed communication system securely, without the need for a dedicated VPN service		
49	The solution needs to manage quality voice calls across the Internet.		
Customer Experience Centre			
50	DOT requires a Contact Centres that will initially handle voice calls only. The solution should however be capable of adding additional channels in the future.		
51	For future expansion, provide information on your blended Multimedia Contact Centre deploying an Omni- channel environment.		
52	Summaries of Automatic Call Distribution (ACD) offering. including a description of agent supervisor tools such as real-time reporting/alarm on mobile devices, etc.		
53	The solution should support silent monitoring and barge-in.		
54	All agents are to operate in a softphone environment with headsets.		
55	The contact centre solution must include Universal queue management and Omni-channel routing offering the ability to maintain customer context as the customer moves between channels		
56	The contact centre solution must allow for the collection of digits from caller to create a screen pop of client details.		
57	The contact centre solution must include position in queue announcements		
58	The contact centre solution must include virtual hold/call backs		
59	The contact centre solution must allow for mobile applications support		
60	The contact centre solution must integrate with Unified Communications offerings		
61	• A hybrid on-site call centre for both inbound and outbound calling (more inbound than outbound), with a free number • Welcome message to incorporate working hours (English) with options 1,2 etc, • Call routing to the next available agent of the selected option, • Add music between the hold messages, • Option to leave a message on an interactive voice response system – IVR, • Accommodate the call-backs to be generated by the system, • Accommodate a recording functionality and • Accommodate Unstructured Supplementary Service Data (USSD) allowing users to send requests to the network and the network to reply with acknowledgement of receipt.		

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No	IP Telephony capabilities	Yes	No
62	Training of five (5) Call Centre agents		
63	A call voice recording facility will be required. The call recordings are to be secure and guarantee that if necessary, can be used as proof in a legal incident.		
64	A quality management module for voice recording is required.		
	Service support & maintenance		
65	Technical support services available for the solution		
66	Performance monitoring tools and reports are available		
67	Training provided for administrators and end-users, include options such as virtual, classroom training		

Annexure A

GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT

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.

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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 markets 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 | <p>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.</p> <p>2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.</p> <p>2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.</p> |
| 3. General | <p>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.</p> <p>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</p> |
| 4. Standards | <p>4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.</p> |
| 5. Use of contract documents and information; inspection. | <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> |
| 6. Patent rights | <p>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.</p> |
| 7. Performance security | <p>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.</p> |

- 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 | <p>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</p> <p>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.</p> |
| 32. Taxes and duties | <p>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.</p> <p>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.</p> <p>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.</p> |
| 33. National Industrial Participation Programme | 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation. |

ANNEXURE B

FINANCIAL

PROPOSALS

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER: BID NO.: DOT/27/2023/CS.

CLOSING TIME 11:00

CLOSING DATE 29 November 2023

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

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R.....

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R.....

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R.....

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R.....

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R.....

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

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R.....

..... days

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R.....

..... days

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R.....

..... days

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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

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R.....

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R.....

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R.....

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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/ John Mashinini
 Supply Chain Management
 Tel: 012 309-3011/3045

Or for technical information –

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