



transport

Department:
Transport
REPUBLIC OF SOUTH AFRICA

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

Dear Sir / Madam

BID NUMBER: DOT/05/2021/COO

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

- The bid must be submitted in a sealed envelope with the name and address of the bidder with the number and closing date indicated on the envelope. The envelope must not contain documents relating to any bid other than that shown on the cover of the envelope;
- Bids submitted per post must be sent per registered mail. The bid must still reach this office before the closing time. Couriered bid documents must be received before the closing date and time failure to do so may invalidate the bid;
- The attached forms, if completed in detail and returned, will form part of your bid; and
- Prices must be VAT inclusive and all other expenses/disbursements, and be valid for a period of at least **120 days** from closing date.
- **Bidders must submit one (1) original hard copy of the Technical proposal inside an envelope marked "Technical proposal" and four PDF format CD's of the technical proposal, and one (1) Original hard copy of the financial proposal inside market "Financial proposal" on the closing date. If Bidders are not sure of the two envelope separation submission requirements kindly contact the administrative contacts on SBD 3.3 to avoid being disqualified.**
- **Non-Compulsory Briefing Session will be held Virtually on 28 September 2021 at 11:00.**

Topic: BRIEFING ON THE TELEPHONE MANAGEMENT SYSTEM

Time: Sep 28, 2021 11:00 AM, Pretoria

Join Zoom Meeting

<https://dot-gov->

[za.zoom.us/j/98442675725?pwd=dmM2WTZ6TFIWeHk3Rk00NjNRN0N4dz09](https://dot-gov-za.zoom.us/j/98442675725?pwd=dmM2WTZ6TFIWeHk3Rk00NjNRN0N4dz09)

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

Kind Regards



FOR DIRECTOR GENERAL: TRANSPORT

DATE: 2021/09/17

CHECKLIST: DOT/05/2021/COO: APPOINTMENT OF A SERVICE PROVIDER FOR THE PABX.

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 ventures/sub-contractors are involved, each party must submit a separate Tax Clearance Certificate (paragraph 4 of the SBD 2 Form)		
4	Please note that SBD 1 and 3.3 must form part of the financial proposal. (The envelope must be marked Financial proposal)		
5	Is the SBD 4 Form completed and signed?		
6	Is the SBD 5 Form completed and signed?		
7	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.		
8	Is the SBD 8 Form completed and signed?		
9	Is the SBD 9 Form completed and signed?		
10	Have you taken note of the General Conditions of Contract and signed the bottom of each page thereof?		
11	Is your bid/proposal complete and responsive in all respects to the specifications/terms of reference?		
12	Please note that late bids will not be considered.		
13	CSD registration report is attached, and all companies forming a JV/Consortium/Subcontract submitted their CSD report?		

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

ANNEXURE A

TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

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

DECLARATION OF INTEREST

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

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

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

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:

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

2.4 Company Registration Number:

2.5 Tax Reference Number:

2.6 VAT Registration Number:

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

¹"State" means –

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

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

and exercises control over the enterprise.

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

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:
Name of state institution at which you or the person connected to the bidder is employed :
Position occupied in the state institution:

Any other particulars:

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

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

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

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

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

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

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

2.8.1 If so, furnish particulars:

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

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

.....

.....

.....

YES/NO

1. *What is the purpose of the study?*
 2. *What are the research questions or hypotheses?*
 3. *What is the study design?*
 4. *What is the sample size and how was it selected?*
 5. *What are the variables being measured?*
 6. *What are the data collection methods?*
 7. *What are the results of the study?*
 8. *What are the conclusions and implications of the study?*

YES/NO

.....

3

[illegible]

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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 2017

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

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

1. GENERAL CONDITIONS

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

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

1.2

- a) The value of this bid is estimated to **exceed/not exceed** R50 000 000 (all applicable taxes included) and therefore the preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

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

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

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

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

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

2. DEFINITIONS

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

3. POINTS AWARDED FOR PRICE

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

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

80/20

or

90/10

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

P_{min} = Price of lowest acceptable bid

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

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

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

5. BID DECLARATION

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

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

6.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

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

(Tick applicable box)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

7.1.1 If yes, indicate:

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

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

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

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

(Tick applicable box)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

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

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration
number:.....

8.3 Company registration
number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

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

- (a) disqualify the person from the bidding process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution.

WITNESSES

.....

.....

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

DATE:

ADDRESS

.....

.....

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		

SBD 8

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js365bW

SBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

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

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js914w 2



transport

Department:
Transport
REPUBLIC OF SOUTH AFRICA

NATIONAL DEPARTMENT OF TRANSPORT

TERMS OF REFERENCE

MAINTENANCE OF PABX SYSTEM FOR A PERIOD OF THREE (3) YEARS

2021

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1. PURPOSE

- 1.1. The purpose of this Terms of Reference (ToR) is to procure maintenance contract for the switchboard (PABX) system for a period of three (3) years.

2. BACKGROUND

- 2.1. The Department is currently using a switchboard (PABX) and Telephone Management System (TMS) that is operated by three (3) operators. The system was installed in 2013 and it is an Alcatel-Lucent System.
- 2.2. Officials use allocated telephone pins codes to make external calls.
- 2.3. Each official has a limit according to the telephone management policy and external outgoing calls are barred when limit is reached.

3. SCOPE OF SERVICE

The successful bidder shall provide the Department of Transport with the following services as part of the maintenance but not limited to:

3.1. PABX MAINTENANCE

- 3.1.1. Alcatel PABX hardware & software maintenance (CPU, extension cards, trunk cards).
- 3.1.2. Network Management tool (Omnivista) – hardware & software maintenance.
- 3.1.3. Currently on version 8770, and should be updated regularly to the latest version.
- 3.1.4. On-site support – response time as per SLA.
- 3.1.5. On site replacement of faulty equipment.
- 3.1.6. Frequent back-up of the PABX
- 3.1.7. Remote programming inclusive of team viewer

3.2. HANDSETS

- 3.2.1. Provide the IP Touch 4018 Urban grey and IP Touch 4028 Urban phones as, or latest IP Touch model as and when needed.
- 3.2.2. On-site support – response time as per SLA.

- 3.2.3. On site replacement of faulty instruments.
- 3.2.4. Replacement and repair of telephone operational headsets (Bluetooth enabled)
- 3.2.5. Provision of IP softphones as replacement of handsets when needed including licensing.

3.3. **FAX SERVER**

- 3.3.1. Hardware & software maintenance of the server.
- 3.3.2. On-site support – response time as per SLA
- 3.3.3. On site replacement of faulty equipment
- 3.3.4. Frequent back-up of the Fax server
- 3.3.5. Remote programming inclusive of team viewer

3.4. **RAMPAGE TMS**

- 3.4.1. Hardware & software maintenance of the server
- 3.4.2. Software upgrades & costing table updates
- 3.4.3. On site support – response time as per SLA
- 3.4.4. On site replacement of faulty equipment
- 3.4.5. Frequent back-up of the TMS
- 3.4.6. Remote programming inclusive of the team viewer

3.5. **SOFTWARE PREMIER SUPPORT (SPS)**

- 3.5.1. All new software upgrades on PABX, Network Management system, TMS and fax server.
- 3.5.2. High level support from Alcatel-Lucent
- 3.5.3. On site support – response time as per SLA

3.6 **TRAINING**

- 3.6.1 Training on the telephone system and the configurations of the telephones, (15 minutes for 12 weeks) per branch, virtual training, soft-phones training.

4. RESPONSE TIME

- 4.1. The successful bidder will be required to adhere to following call response times:
 - 4.1.1. All remote actions must be done within 4 hours
 - 4.1.2. On-site interventions must be done within 24 hours

5. RESPONSIBILITIES OF THE SERVICE PROVIDER

- 5.1. The successful bidder shall:
 - 5.1.1. Provide the maintenance for the switchboard (PABX) system as per paragraph 3 above.
 - 5.1.2. All equipment to be used/installed must be in good working condition and functional at all times.
 - 5.1.3. Ensure that the services are rendered from Monday to Fridays, from 07:30 to 16:00, excluding public holidays. However, certain services might be required to be rendered outside of these hours. The arrangement for these services must be made and the Departmental representatives must ensure access to the building.
 - 5.1.4. Be required to comply with the Department's security and emergency procedures & regulations, as well as Occupational Health & Safety (OHS) Act as Amended.
 - 5.1.5. Ensure that due care is taken regarding safety of the officials and visitors whilst performing their tasks.
 - 5.1.6. Ensure that staff deployed within the forum building portray a conduct and comply with reasonable conditions of employment (behaviour and attitude), that is conducive for an office working environment, such as eating at designated area, not making loud noise along public areas, etc.

6. RESPONSIBILITIES OF THE DEPARTMENT

- 6.1. The Department shall:
 - 6.1.1. Assign a representative from the Directorate: Travel & Facilities Management who must be responsible for the management and monitoring of the switchboard (PABX) system contract.
 - 6.1.2. Provide adequate and safe storage facilities for the successful service provider's equipment and materials brought to the site, and the Department

must not be liable for any damage, theft and or loss of the service providers' product and equipment.

- 6.1.3. Be responsible for coordinating adhoc services as and when required.

7. SERVICE STANDARDS

- 7.1 The service provider must be responsible for monitoring the service provided to the Department and where necessary make recommendations to the Department to ensure the highest standard of service is provided.

8. SECURITY

- 8.1 The Department must be entitled to point out any employee of the service provider who, in the opinion of the Department, is a safety, health or security risk. The service provider must then not make use of such a person to fulfil his/her obligation under this contract anymore. The Department must not be involved in labour related disputes or supervision. The service provider must supply and document proper supervision and set up complaints mechanisms.
- 8.2. The service provider must be held liable for any theft of assets belonging to the Department and its employees as well as breakage caused by the service provider's employees. Where applicable, the service provider must immediately comply with the Department's request and the service provider must not be entitled (as a result of such request) to claim any possible damages or loss from the Department.
- 8.3 The employees of the service provider must be vetted.
- 8.4 Employees to be escorted in the building.

9. ACCESS CONTROL

- 9.1 Service provider must supply its staff with identity tags, with the following information:
 - 9.1.1 Name of Firm (Service provider)
 - 9.1.2 Name of Employee
 - 9.1.3 Identity number of employee

- 9.1.4 Signature of employee
- 9.1.5 Image of the employee
- 9.2 The card must at all times be displayed when employees are on duty.
- 9.3 The service provider or his / her employees must not hamper or influence the normal functioning of the Department.
- 9.4 No information pertaining to the Department must be transferred by the prospective service provider and his staff to the public or new media in any manner.

10 REPORTING

- 10.1 The successful bidder must furnish this Department with a software Health-Check report of the system on a monthly basis and conduct remote desktop assistance twice a week.
- 10.2 Account balance notification on the e-mails on weekly basis (Mondays and Fridays)

11 MONTHLY MEETINGS

- 11.1 The successful bidder must attend monthly meetings with the Department's relevant unit head/s, on dates scheduled and agreed by both parties.

12 SERVICE LEVEL AGREEMENT

- 12.1 The successful bidder must enter into a Service Level Agreement with the DOT and must submit draft SLA as part of their proposal.

13 BRIEFING SESSION AND SITE INSPECTION

- 13.1 There will be a virtual briefing session facilitated by facilities management and supply chain management. The site inspection will be optional and details for both briefing session and site inspection will be made available to all prospective bidders.

14 RULES OF BIDDING AND BID SUBMISSION REQUIREMENTS

14.1 RULES OF BIDDING

- 14.1.1 The individuals proposed for professional work on the project shall remain on the project unless the Department grants permission to change the proposal. Such permission must only be granted in exceptional circumstances.
- 14.1.2 No material or information derived from the provision of the services under the Agreement must be used for any purposes other than those of the Department, except where authorized in writing to do so. All information must be held strictly confidential. The successful Service Provider must be required to sign a confidentiality agreement with the Department.
- 14.1.3 In the event that negotiations between the Department and the preferred Service provider/s fail with regard to the conclusion of a Service Level Agreement, the Department reserves its right not to appoint the preferred Service provider/s without incurring any liability to compensate or reimburse the preferred Service provider /s.
- 14.1.4 Neither the Department, nor any of its respective, officials or employees must 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 part or the future.
- 14.1.5 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 authorised person.
- 14.1.6 A proposal submitted by a partnership must be accompanied by a written partnership agreement and Tax clearance certificates and BEE certificates
- 14.1.7 A proposal submitted by a Joint Venture and or a Consortium of two or more parties must be accompanied by a signed memorandum of understanding between the parties to such consortium indicating-
 - 14.1.7.1 The conditions under which the consortium must function;
 - 14.1.7.2 Its period of duration;

- 14.1.7.3 The persons authorised to represent it;
- 14.1.7.4 The participation of the several parties forming the consortium;
- 14.1.7.5 The benefits that must accrue to each party;
- 14.1.8 Any other information necessary to permit a full appraisal of its functioning.
- 14.1.9 Individual Tax clearance certificates and BEE certificates (where applicable).
- 14.1.10 The cost of preparing proposals and of negotiating the contract must not be reimbursed
- 14.1.11 Service providers must ask for clarification on this ToR forty-eight (48) hours before the deadline of the submission of bids. Any requests for clarification must be submitted by email to the SCM.
- 14.1.12 Firms must 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 awards decision in any manner, must result in rejection of the bid concerned.
- 14.1.13 Bid submission requirements must be completed in sections and appendices provided in the bid document.
- 14.1.14 You are welcome to provide us with any additional information you consider of importance for us to consider when evaluating your response to this tender.
- 14.1.15 Service providers must at all-time comply with the Department of Transport's Supply Chain rules and Supply Chain policies.

15 INVOICE & PAYMENT

- 15.1 The service provider must submit the invoices as per agreement with the Department. The invoice must reflect the following minimum basic information and any additional specific information relating to the service provided.
- 15.2 Basic Information:

- 15.2.1 Invoice number and date
- 15.2.2 Name of service provider, address, issue of date,
- 15.2.3 Order number

16 CREDIT NOTES

- 16.1 Credit notes must reflect the following minimum information:
- 16.2 Credit note number and date
- 16.3 Name of service provider, address, issue of date,
- 16.4 Original invoice number and date
- 16.5 Amount credited and any deductions due to service.

17 FINANCIAL STATEMENTS

- 17.1 The State reserves the right to verify financial information and documentation of the respective bidder.

18 PRICE STRUCTURE AND PAYMENT (REFER TO ANNEXURE A)

- 18.1 The total quoted price must be in rands, shall include VAT, packaging and delivery, firm prices for 36 months (3 years). Pricing in the Bid response must be done in the following format:
- 18.2 The Total quoted price must include 15% VAT.
- 18.3 Packaging and packing materials are to be included in the bid prices as per the pricing list per item.
- 18.4 Delivery costs must be included in the bid prices.
- 18.5 One, all-inclusive, price must be quoted per item.
- 18.6 The bidder is required to quote a fixed price per item annually and a full period of 3 years.
- 18.7 Payment must only be made upon receipt of the following documents, a correct invoice, proof of delivery, and in the case of items subject to consignment inspection, and a copy of the covering inspection certificate.
- 18.8 Bidders wishing to offer a discount for earlier settlement should detail their offer.

18.9 Prices must be fixed for 3 years.

19 BID DOCUMENTS AND INFORMATION

Bidders are required to:

19.1 Make use of the prescribed bid documents as provided by the State,

19.2 Insert prices and all other required information in the appropriate spaces on the prescribed documents. No additional special conditions, inserted by the bidder in the bid document, must be accepted.

19.3 Submit all further information required in the bid documents and to supply pamphlets, samples, etc., where required,

19.4 Incomplete (When all the required information has not been submitted a bid is deemed incomplete) bids must be deemed invalid,

19.5 Bids must be submitted with the original sequence of pages, do not remove any pages from the list of items provided, should you wish not to bid for those items simply indicate "No Offer";

19.6 The bid document must be completed in the prescribed format.

20 THE STATE'S DISCRETION

The State reserves the right to:

20.1 Accept one or more bids submissions;

20.2 Accept a bid submission that must not reflect the lowest pricing;

20.3 Reject all bids submitted;

20.4 Consider any bid that must not conform to any aspect of the bid;

20.5 Decline to consider any bid that does not conform to any aspect of the bid;

20.6 Request further information from any bidder after the closing date;

20.7 This bid or any part thereof must be cancelled at any time; or

20.8 This bid or any part thereof must be awarded to any one or more bidders.

21 BID NEGOTIATION

21.1 The State reserves the right to enter into a phase of negotiation with the bidder for the purposes of establishing a mutual understanding in terms of

an optimal solution in terms of the specified requirements. The State is not obligated to enter into an agreement with the respective bidder (s)

22 TAX CLEARANCE CERTIFICATE SUBMISSION

- 22.1 The Bidder is required to supply an original Tax Clearance Certificate with the bid response. Failure to do so must result in the respective bid response, being considered as invalid.

23 CONFIDENTIALITY

- 23.1 The information contained in the bid document as well as the bidder's response must be treated with confidentiality by all parties involved in the bid process.

24 BREACH, PENALTIES AND TERMINATION

- 24.1 The Department shall make every effort to provide all the information necessary to assist the service provider to reach the required levels of service referred to in this document. However, should the service provider breach the standards mentioned in this document, the said failure must be regarded as breach and it must attract penalties that must result in the termination of the contract.
- 24.2 The Department shall, without prejudice to any other remedy it must have in terms of the Agreement or any other law, be entitled to cancel the Agreement (in whole or in part) or suspend the services in the event of:
- 24.3 The main member/director or in the case of sole proprietorship, the owner of the service provider becoming incapacitated and such incapacity affecting the rendering of service in terms of the agreement adversely;
- 24.4 A court order being granted to either provisionally or finally declares the service provider insolvent;
- 24.5 The service provider engaging in Fraudulent and/or Corrupt activities in competing for or in providing of the telephone service;

- 24.6 Failure to maintain the necessary and required confidentiality in respect of information obtained through the business relationship with the Department.
- 24.7 Failure to comply with and supply the correct described equipment and provide the necessary telephone services as provided for in this document without a valid and proven reason;
- 24.8 Failure to provide the full services which must lead to additional costs to the Department and compliance to the Health & Safety standards.
- 24.9 Failure or inability by the service provider, for any other reason, to perform its duties in terms of this document;
- 24.10 Unsatisfactory progress of the work or quality thereof (in the Department's opinion);
- 24.11 Prior to a suspension of services, the Department shall give the service provider fourteen (14) calendar days written notice to suspend and to make arrangements to stop the services and to minimize further expenditure;
- 24.12 On the occurrence of an event referred to in 1, 2, 3 and 4 above or within a reasonable time after the Department becomes aware of the same, the Department shall give the service provider written notice of termination having immediate effect.
- 24.13 On the occurrence of an event referred to in 5, 6, 7 and 8 above or within a reasonable time after the Department becomes aware of the same, the Department shall serve notice of breach on the service provider requiring them to remedy the breach within fourteen (14) (calendar days) of such notice of breach; after which and upon failure by such service provider to remedy the breach the Department shall give the service provider written notice of termination having immediate effect.
- 24.14 In the event that the Department terminates the Agreement in whole or in part, the Department shall have the right to make other arrangements as it deems fit for the completion of the services specified in this document and to recover any additional cost from the service provider or its/his/her estate without prejudice to any of its rights.
- 24.15 In the event that the Department terminates the Agreement in whole or in part, the Department is entitled to impose a restriction penalty on the

service provider by prohibiting such service provider from doing business with the public sector for a period not exceeding 5 years;

24.16 The service provider shall be entitled to, without prejudice to any other remedy it/he/she must have in terms of the Agreement or any other law, cancel the Agreement (in whole or in part) or suspend the services in the event where:

24.17 The Department has failed to make payment in accordance with the Agreement;

24.18 Services have been suspended in terms of the agreement and the period of suspension has exceeded six (6) months; and as such it is evident to the service provider that it must be unlikely or impractical to resume the suspended services.

24.19 Prior to suspension of services or cancellation of the Agreement, the service provider shall serve on the Department, notice of breach requiring the Department to remedy the breach within fourteen (14) (calendar) days of such notice; failing which the service provider shall give the Department written notice of termination having immediate effect.

24.20 Either party shall be entitled to cancel the Agreement should the other party be in breach of any other material term thereof and provided written notice of such breach had been given demanding that the breach be remedied within fourteen (14) (calendar) days and, despite such notice, the defaulting party remains in breach.

24.21 Should either party be prevented by a cause beyond its control from performing its obligations in terms of the Agreement, it must cancel the Agreement or suspend the services without prejudice to the accrued rights that the parties have against one another.

25 EVALUATION CRITERIA AND METHODOLOGY

NOTE: BIDS MUST BE CLEARLY NUMBERED AS PER THE CRITERIA

25.1 The evaluation of the bid shall be based on the 80/20 reference points system as per PPPFA

25.2 The breakdown of points is as follows:

Stages 1: Screening of mandatory documents

Stages 2: Functionality/Technical Mandatory requirements

Stages 2: Price and B-BBEE evaluation

25.2.1 Requirements for stage 1:

Valid tax clearance certificate

Completion and signing of the relevant SBD documents

Initialling of the general condition of contract

Service Level Agreement

25.2.2 Requirements of stage 2:

- a) The following criteria must be applicable, and a minimum threshold is 75%

25.2.3 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.

25.2.3.1 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. 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. 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

25.2.3.2 Accredited on the system (proof)

25.2.3.3 Accreditation to work on the system

25.2.3.4 Repairs (proof).

Service Level Agreement

25.2.4 Requirements of stage 2:

- b) The following criteria must be applicable, and a minimum threshold is 75 points.

THE BIDS MUST BE CLEARLY NUMBERED AS PER THE CRITERIA BELOW:

CRITERIA	VALUE
1. Past experience & reference	30
1.1 The company as well as the business executives number of years within the operation, including company's business profile and the relevant curriculum vitae (CV) of the executive team.	10
1.2 Recommended three (3) or more contactable references which are less than 36 months or less recommended period.	10
1.3 Proof that the company has been a viable going concern for the past six months (Bank statements)	10
2. Compliance with ToR	70
2.1 Proof of Compliance and accreditation/certification from Alcatel-Lucent (provide valid letter directly from Alcatel)	10
2.2 Technical Support (bidder to complete compliance checklist in Annexure "B")	10
2.3 Experience on the Alcatel system	25
2.4 Experience for working on the system	25
	100

Bidders who do not submit proof of accreditation/certification will be automatically disqualified.

Proposals that fail to meet the minimum threshold on functionality of 75 out of 100 will be disqualified. Thereafter, **only the qualifying proposals will be evaluated in terms of the 80/20 Preference Points System** where the 80 points are awarded for price and the 20 points are awarded for preference as follows:

25.2.5 Requirements of stage 3:

FINAL EVALUATION CRITERIA	POINTS
Price	80
BBBEE	20
Total	100

25.3 The Department reserves the right to:

25.3.1 To award the bid or cancel the bid

25.3.2 To reject any proposal containing counter-offers which are contrary to the applicable government policies.

25.3.3 Undertake a site inspection of the premises of the bidders who qualify in terms of the evaluation criteria to determine the suitability of their infrastructure to support the execution of the requirements of this contract.

25.3.4 Determine value for money in terms of the number of employees assigned to this project by the company; the equipment and quality of the product offered in the proposal.

25.3.5 Amend, modify or withdraw this 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.

25.3.6 Call interviews with short-listed service provider s before final selection, and to negotiate price with the preferred service providers as well as to request service provider s to form a consortium.

TECHNICAL ENQUIRIES	ADMINISTRATION
Ms. Lindeni Makhathini	Mr. Lucky Mashile
Assistant Director: Support Services	Senior Bidding Officer
Department of Transport	Department of Transport
Tel: (012) 309 3050	Tel: (012) 309 3429
E-mail: MakhathiniL@dot.gov.za	E-mail: MashileL@dot.gov.za

Scoring criterion	1 Poor	2 Average	3 Good	4 Very Good	5 Excellent
Company experience & reference: experience of the company in PABX maintenance. (The company as well as business executives' number of years within the operation, including company's business profile and the relevant curriculum vitae of the executive team, minimum of three (3) contactable references which are not older than 36 months, proof that the company has been a viable going concern for the past six months must also be attached	0-23 Months of experience with desirable outcomes	2-3 year(s) of experience with desirable outcomes in line with the scope of work	Over 3-4 years of experience with desirable outcomes in line with the scope of work	Over 4-5 years of experience with desirable outcomes in line with the scope of work	6 years and above of experience with desirable outcomes in line with the scope of work

Scoring Criterion	1 Poor	2 Average	3 Good	4 Very Good	5 Excellent
Reference letters	Validity of the reference letter not indicated	Validity of the reference letter not indicated	Reference letter older than 36 to 42 months in either Private or Public Sector.	Reference letter older than 36 to 60 months in either Private or Public Sector.	Reference letter not older than 36 months in either Private or Public Sector
Proof that company has been a viable going concern for the past six months (Bank statements)	Company been viable concern for period 0-5 months, to attach bank statements	Company been viable concern for period 6-12 months	Company been viable concern for period 12-18 months	Company been viable concern for period 18-24 months	Company been viable concern for period 24-36 months

Scoring Criterion	1 Poor	2 Average	3 Good	4 Very Good	5 Excellent
Compliance with ToR: (Proof of compliance and accreditation/ certification from Alcatel-Lucent must be attached)	No proof of compliance and accreditation /certification from Alcatel-Lucent not attached	Proof Submitted with limited details	Proof in line with the scope of work	Proof in line with the scope of work linked with time frame	Proof in line with the scope linked with time frame and above
Technical Support bidder to complete compliance checklist in Annexure B	Checklist on Annexure B completed	Completed / Not Completed			
Experience on the Alcatel system	0-5 months of experience working on the Alcatel-Lucent system	6-11 months of experience working on the Alcatel-Lucent system	12-18 months of experience working on the Alcatel-Lucent system	18-24 months working on the Alcatel-Lucent system	24-36 months and above experience working on the Alcatel-Lucent system
Experience for working on the system	0-5 months of experience working on the system	6-11 months of experience working on the system	12-18 months of experience working on the system	18-24 months of experience working on the system	24-36 months and above working on the system

Annexure A

All line items	PABX	HANDSETS	FAX SERVER	RAMPAGE TMS	Total Per Month Incl. VAT	Per Annum Incl. VAT
Support Total						

SLA Component description				
PABX	HANDSETS	FAX SERVER	RAMPAGE TMS	
Alcatel Hardware & software maintenance - (CPU, Extension cards Trunk Cards)	All types of Alcatel instruments, subnets & cables	Hardware & software of the server	Hardware & software of the server	
8770 management tool - Hardware & Software maintenance				
On site support - response time as per SLA	On site - response time as per SLA	On site - response time as per SLA	On site - response time as per SLA	
On site replacement of faulty equipment	On site replacement of faulty instruments	On site replacement of faulty equipment	On site replacement of faulty equipment	
SLA cover only equipment, Hardware & Software				

Software premier support	Duration	Upfront Purchase SPS
Note: Includes all line items		

SPS Component description
All new software upgrades on PABX, 8770 and Fax server
High level support from Alcatel Lucent France
On site support - response time as per SLA
SPS cover only Alcatel product support

Service level Agreement response time options	ON-SITE INTERVENTION
Support	
SUPPORT	Within 24 Hrs
basic	Next business day
SUPPORT	Within Business 8 Hrs
plus	
SUPPORT	Within Business 4 Hrs in
premier	Within 8 Hrs for other
SUPPORT	Within Business 2 Hrs in
total	Within 8 Hrs for other

Annexure B

Mandatory requirements i.e. bidders who do not comply will be disqualified

Support Response time: (PABX) Onsite support on hardware and software maintenance on the PABX system	Comply	Not Comply
On-site interventions must be done within 24 hours		

Support Response time: (HANDSETS) Onsite support on all types of Alcatel instruments, subsets & cables.	Comply	Not Comply
On-site interventions must be done within 24 hours.		

Support Response time:(FAX SERVER) Onsite support on hardware & software of the fax server	Comply	Not Comply
On-site interventions must be done within 24hours		

Support Response time: (RAMPAGE TMS)	Comply	Not Comply
	Onsite replacement of faulty equipment on the Rampage server. On-site interventions must be done within 24hours	

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

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

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

- 5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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

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

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

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

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

16. Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

18. Contract amendments

- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19. Assignment

- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts

- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

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

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

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

ANNEXURE B

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	DOT/05/2021/COO	CLOSING DATE:	15 OCTOBER 2021	CLOSING TIME:	11:00
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER FOR THE PABX.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
159 FORUM BUILDING, CORNER OF BOSMAN AND STRUBEN STREET IN PRETORIA, DEPARTMENT OF TRANSPORT.					
PRIVATE BAG X 193					
PRETORIA					
0001					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	MR JOHN MASHININI		CONTACT PERSON	MS LINDENI MAKHATHINI	
TELEPHONE NUMBER	012 309-3045		TELEPHONE NUMBER	012 309-3050	
FACSIMILE NUMBER	086 450 5392		FACSIMILE NUMBER		
E-MAIL ADDRESS	MashiniJ@dot.gov.za		E-MAIL ADDRESS	MakhathiniL@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:

.....

SBD 3.3
PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER:	BID NO.: DOT/05/2021/COO.
CLOSING TIME 11:00	CLOSING DATE: 15 OCTOBER 2021

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

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
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1. The accompanying information must be used for the formulation of proposals.
2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project. R.....

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

4. PERSON AND POSITION	HOURLY RATE	DAILY RATE
.....	R.....	
.....	R.....	
.....	R.....	
.....	R.....	
.....	R.....	

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

.....	R.....	 days
.....	R.....	 days
.....	R.....	 days
.....	R.....	 days

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

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

TOTAL: R.....

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

Name of Bidder:

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

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

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

Any enquiries regarding bidding procedures may be directed to the –

DEPARTMENT OF TRANSPORT
Mr. John Mashinini
Supply Chain Management
Tel: 012 309-3045

Or for technical information –

DEPARTMRNT OF TRANSPORT
Ms. Lindeni Makhathini /Letty Mahlangu
Tel: 012 309-3050/ 3815
E-mail: MakhathiniL@dot.gov.za/ KekanaLe@dot.gov.za