For more information on TCTA, please visit our web site www.tcta.co.za

APPOINTMENT OF A SERVICE PROVIDER TO MIGRATE DATA FROM FILE SERVERS TO SHAREPOINT ONLINE AND ONEDRIVE FOR A PERIOD OF 12 MONTHS

Bid Number	018/2023/EWSS/REVAMP/RFB
Briefing Session:	Non-Compulsory
Briefing Session Date and Time:	21 September 2023 @ 10h00 a.m.
Briefing Session Venue:	Online: Teams Send an e-mail to tenders06@tcta.co.za to preregister and receive an invite. **Registration for the briefing session will end on 19 September 2023 @ 16H00 p.m.**
Closing Time & Date	12 October 2023 @ 11h00 a.m.
Clarification Deadline:	25 September 2023 @16H00 p.m.
Bid Validity Period	120 Calendar Days
Bid Submission must be sent to:	Byls Bridge Office Park Cnr Olievenhoutsbosch and Jean Avenue Doringkloof Centurion
Copies of the Technical proposal to be submitted	1 Original hard copy, 1 soft copy (usb)
Enquiries:	Name: Tefo Sekeleoane Email Address: tenders06@tcta.co.za

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1. DEFINITIONS, ACRONYMS AND ABBREVIATIONS

B-BBEE	Broad Based Black Economic Empowerment in terms of the Broad Based Black Economic Empowerment Act 53 of 2003 (B-BBEE Act).
B-BBEE STATUS LEVEL OF CONTRIBUTOR	The B-BBEE status received by a measured entity issued in terms of section 9(1) of the B-BBEE Act.
BID SUBMISSION	A bidder's written proposal in response to an Invitation for Bids (Request for Bids/Quotations/ Information etc.)
BLACK PEOPLE	Africans, Coloureds and Indians as defined in the Broad Based Black Economic Empowerment Act 53 of 2003
CONSORTIUM OR JOINT VENTURE OR CONSORTIUM	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;
CONSULTANT	A professional person appointed to provide technical and specialist advice or to assist with the design and implementation of projects. The legal status of this person can be an individual, a partnership, a corporation or a company.
CONTRACT	A legal agreement or National Treasury issued Standard Bid Document Number 7 signed by TCTA and a successful bidder. This term does not refer to the actual bid process.
CONTRACT MANAGER	A representative from the Requesting Department that will be responsible for monitoring the day to day activities related to the contract
DESIGNATED SECTORS	Sectors, sub-sectors or industries that have been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content.
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
FIRM PRICES	means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the bidder and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
HISTORICALLY DISADVANTAGED ENTITIES	Means entities that are at least: • 51% black owned; • 51% owned by black youth; • 51% owned by black women; • 51% owned by black people with disabilities;

	• **51%** owned by black people in rural areas, underdeveloped areas or townships; • a co-operative that is 51% owned by black people. • 51% owned by black **people who are military veterans.**
LOWEST ACCEPTABLE TENDER	Means a tender that complies with all specifications and conditions of tender and that has the lowest price compared to other tenders.
PROCUREMENT SPECIALIST	Any person in the Procurement Unit who is responsible for managing a bid process from start to finish
PO	A Purchase Order generated by the Procurement Unit after the conclusion of a successful bid process authorizing the expenditure against an awarded contract.
PRICE	Means an amount of money for goods or services, and includes all applicable taxes less all unconditional discounts
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;
RD	A requesting department within TCTA or its representative
SUPPLIER	A juristic person or legal entity that provides goods or services to TCTA.
SPECIFIC GOALS	Means specific goals as contemplated in section 2(1)(d) of the fAct which may include contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability including the implementation of programmes of the Reconstruction and Development Programme as published in Government Gazette No. 16085 dated 23 November 1994.

2. PREPARATION OF BID SUBMISSIONS

2.1. Bidders are required to comply fully with this Request for Bid including annexures during submission to TCTA;

2.2. Bid Submissions must:

2.2.1. Not be late and it must be delivered to the address stated on the front page. TCTA shall not accept nor be obliged to accept Bid Submissions submitted after the stipulated closing date and time, notwithstanding that such late submission is as a result of circumstances beyond the Bidder's control;

2.2.2. Clearly reflect the Bid description and bid number on the outer packaging; and

2.2.3. Contain a Firm Price.

2.3. TCTA reserves the right to reject bids that are not prepared in terms of section 2.2 and to not evaluate them. This section is subject to the provisions in the Conditions of Bid.

2.4. Bidders must provide one electronic copy on an unencrypted USB subject to the following:

2.4.1. USBs must not be password protected and must be free of any and all corruption and/or viruses

2.4.2. TCTA will not be liable to accept or evaluate any file that is not readable and accessible to the relevant bid committee. Bidders will not be allowed to remedy/fix/assess such USB or file after the bid closing date and the information will be deemed as not received.

2.4.3. Only pdf documents will be accepted and not word, images or any other format not specified in this bid document.

2.4.4. These provisions will be applied on a case by cases basis within the sole discretion of the bid evaluation committee.

2.5. This Bid has four (4) stages of evaluation summarised in the document below. Each stage reflects the process of evaluation. Bid submissions must be neat and legible and prepared in the same order as the stages of evaluation. Each stage must be clearly marked.

2.6. Insert writing on how to complete SBDs.

3. BACKGROUND

In 2020 TCTA developed a framework and strategy for re-introducing the records management function, with the intention to improve the quality, storage, security and availability of corporate records, while ensuring alignment and compliance with the National Archives and Records Services of South Africa Act, Act 43 of 1996. This set a firm foundation for the organisation to progress from pure records management into information management. The latter is a framework and principles for the acquisition, production, management, usage, and sharing of information through various systems and platforms within and outside TCTA.

The Information Management Strategy approved more recently in 2023 seeks to formalize the management of TCTA's information assets, not just records, to derive business value, improve decision making, and comply with legal and governance requirements.

Microsoft SharePoint, within the Office 365 family, is the chosen platform for the management of electronic information from acquisition until its final resting place. SharePoint was also chosen as a platform for digitalisation of some key business processes identified as part of the Digital Transformation Strategy.

However, prior to this being implemented, it is critical for TCTA to have a full index of data/information is its possessions, its location, its condition, its retention period, and pick up any duplications in the various systems and platforms.

3.1. COMPANY EXPERIENCE

The bidder must have at least 3 projects in migrating data from file servers to SharePoint Online and OneDrive. The Bidder must provide a minimum of 3 completion certificates/reference letters (on clients' letterheads) signed by their clients and containing all contact details (name, telephone & email) and scope of the SharePoint Migration projects.

3.2. PERSONNEL EXPERIENCE

The resource(s) provided by the Bidder must be competent and qualified in SharePoint Administration. The resource must be certified as a minimum as a Microsoft 365 Certified: Teamwork Administrator Associate (SharePoint Administration certification will be considered) and at most as a Microsoft 365 Certified: Enterprise Administrator Expert (SharePoint Administration certification will be considered) and have at least 3 years' experience migrating organizations from file servers to SharePoint Online and OneDrive.

4. SCOPE OF WORK

A service provider is required to provide the following services:

4.1. PROJECT INITIATION AND PLANNING

- Engage different departments to gather their requirements.
- Evaluate the current file servers and SharePoint Online environment to assess their readiness for data migration to SharePoint online and OneDrive.
    - Identify duplicate data.
    - Identify non-work-related data.
    - Identify data that cannot be migrated.
    - Identify content types and sizes.
    - Identify file structures in SharePoint Online.
    - Identify risks and dependencies.
    - Identify user permissions.

- Preparation of SharePoint documentation, planning, and processes. Defining the scope, plans and deliverables regarding the entire value chain of SharePoint migration project. Where to begin the migration process, project methodologies to be used, boundaries and limitations, user involvement.
- Design and construct how the SharePoint migration will take place from the file server to the existing SharePoint Online portal and OneDrive to enable and support all business functions and divisions.
- Provide a back-up plan to roll back to the file server should the migration process fail.

4.2. PROJECT EXECUTION

- Migrate data from the file server to the existing SharePoint online portal and OneDrive. Cleaning up orphan users, listing custom solutions, finding large lists and calculating the size of a SharePoint environment. Use migration tools to migrate data from file server to SharePoint online portal and OneDrive.
- The service provider to ensure the security of the data and have no loss of data. Also, by managing access to information by ensuring that users can only access and use information they have been given access to.
- Test to ensure that the data is migrated correctly according to TCTA's requirements.
- Transfer of skills to the IT department throughout the entire process of migration and configuration.
- People Change Management to ensure project success.
- Training of users (190):
    - 150 x Beginner (introductory course covering high-level capabilities of SharePoint),
    - 30 x Intermediate (Power users – site creation and management), and
    - 10 x Advance (IT administrators).

4.3. PROJECT MONITORING AND CLOSE-OUT

- Resolve post implementation problems.
- Maintaining all standard SharePoint functionality for future enhancements of sites.
- Provide handover documentation, i.e., lessons learnt, project completion certificate.

4.4. DELIVERABLES

- Signed-off functional requirements specification document (analysis and design).
- Signed-off project initiation and plan document (scope, time, resources).
- signed-off user acceptance testing document (signed per department).
- Signed-off people change management and communication plan.
- Signed-off progress reports (weekly and/or monthly).
- Signed-off training completion certificates, i.e., Beginner, Intermediate and Advance levels.
- SharePoint Online technical documentation.
- Signed-off project-close report.

5. ATTENDANCE OF NON-COMPULSORY BRIEFING SESSION

TCTA will set up a non-compulsory briefing session based on information on the first page of RFB document. The briefing session will take place virtually via Microsoft Teams.

6. STAGE 1: RETURNABLES

ALL RETURNABLES ARE REQUIRED FOR PURPOSES OF EVALUATION IRRESPECTIVE OF WHETHER THEY ARE DESIGNATED MANDATORY OR NOT.

No	Document Type	DESCRIPTION	STATUS
Section 1 SCM Compliance Documents	Compliance	SBD 1: Invitation to bid and terms and conditions for bidding	Non-Mandatory
	Compliance	SBD 4: Declaration of Interest	Mandatory
	Compliance	SBD 6.1: Preference points claim form in terms of the Preferential Procurement Regulations 2022	Non-Mandatory
Section 2 BBBEE	Compliance	BBBEE Certificate issued by Verification Agency accredited by SANAS, or a sworn Affidavit for EME and QSE. Consolidated BBBEE for Joint Venture tenderers issued by a Verification Agency an accredited by SANAS, or a sworn Affidavit for EME and QSE	Non-Mandatory
Section CSD	Compliance	Proof of registration on National Treasury Central Supplier Database	Non-Mandatory

No	Document Type	DESCRIPTION	STATUS
Section 3 Tax Compliance	Compliance	Tax Clearance certificate with tax Compliance Status Pin	Non-Mandatory
Section 4 Company Experience	Compliance	**Company experience**: At least three Reference/Appointment letters or Purchase Orders of similar work must be attached	Mandatory
Section 5 Resource Experience	Compliance	**Resource Experience**: **Annexure A** for resource experience must be filled and submitted. All applicable fields must be duly completed. *Bidders will score zero points for fields that are not correctly completed*.	Mandatory
		Microsoft 365 Certification	Mandatory
Section 6	Price	**Financial Proposal: Annexture B**: Bidders must price their bid submission according to TCTA Pricing Cost Template of the RFB.	Mandatory

Any bidder who fails to submit a non-mandatory document will receive zero points where that document is linked to specific functionality criteria. Any bidder who fails to submit a mandatory document will be disqualified at this stage and not evaluated further.

7. STAGE 2: FUNCTIONALITY

TCTA will evaluate the submissions for functional capacity and capability. A minimum score of 70 points out 100 points must be achieved for bidders to move on to Stage 4 of the evaluation process. TCTA will evaluate the submissions in terms of the functional criteria set out below.

Table 2: Technical Evaluation Criteria

PROPOSED FUNCTIONALITY CRITERIA		
Criteria	**Points**	
	Min	**Max**
COMPANY EXPERIENCE (40 points) The Bidder must: Have at least 3 projects/contracts in migrating data from file servers to SharePoint Online and OneDrive. The Bidder must provide reference letters signed by their clients and containing the following information: contact details (name, telephone & email) and scope of the SharePoint Migration projects. • Three references provided where a migration project was implemented for SharePoint Online and OneDrive = 30 points • Four references provided where a migration project was implemented for SharePoint Online and OneDrive = 35 points • Five or more references provided where a migration project was implemented for SharePoint Online and OneDrive = 40 points **No points will be allocated if no Reference/Appointment letters or Purchase Orders are not submitted**	30	40
PERSONNEL EXPERIENCE (60 points) The resource(s) provided by the Bidder must be competent and qualified in SharePoint Administration. The resource must be certified as a minimum as a Microsoft 365 Certified: Teamwork Administrator Associate (SharePoint Administration certification will be considered) and at most as a Microsoft 365 Certified: Enterprise Administrator Expert (SharePoint Administration certification will be considered) and have at least 3 years' experience migrating organizations from file servers to SharePoint Online and OneDrive. **Microsoft 365 Certification** • Teamwork Administrator Associate (SharePoint Administration certification will be considered) = 25 points • Enterprise Administrator Expert (SharePoint Administration certification will be considered) = 30 points **Years of Experience (Annexure A)** • 3-5 years' experience in migrating organizations from file servers to SharePoint Online and OneDrive = 15 points • 6-8 years' experience in migrating organizations from file servers to SharePoint Online and OneDrive = 20 points • 9+ years' experience in migrating organizations from file servers to SharePoint Online and OneDrive = 30 points **No points to be allocated if all required information from Annexure A is not provided.**	40	60
TOTAL	**70**	**100**

Prospective Bidders will have to attain a minimum score of 70 (seventy) points out of 100 (hundred) points to proceed to the next stage of evaluation process where bids will be evaluated in terms of Price and Preference point system.

8. STAGE 3: PREFERENCE POINTS/SPECIFIC GOALS

8.1. HISTORICALLY DISADVANTAGED INDIVIDUALS/ENTITIES

The following table will be used to calculate the score out of 20 for preference points:

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

8.1.1. A joint venture or consortium must submit a consolidated B-BBEE certificate in order to earn points.

8.1.2. All B-BBEE certificates must be obtained from verification agencies accredited by SANAS unless the bidder is an EME or QSE in which case a valid commissioned affidavit must be submitted.

Any bidder that does not meet the above-mentioned specific goals will not be disqualified but will be scored 0 for specific goals.

8.2 PRICE

8.2.1. TCTA will treat the bids in terms of the Preferential Procurement Policy Framework Act, No.5 of 2000 (PPPFA).

8.2.2. If the price offered by the highest scoring bidder is not market related, TCTA reserves the right not to award to that bidder in terms of its Procurement policies.

8.2.3. Price must be reflected Excluding and Including VAT.

8.2.4. All prices must include disbursements.

8.2.5. Prices must be firm

8.3 PRICE AND PREFERENTIAL POINTS CALCULATION

8.3.1. 80/20 will be used for preference point system.

8.3.2. The weighting of the Preferential points calculation is as follows:

Specific Goals	= 20
Price	= 80
Bidder's Score	= 100

9. STAGE 4: SUPPLIER VETTING

9.1 TCTA may disqualify a bidder who/whose:

9.1.1 Submits fraudulent information or information that they do not have to authority to submit;

9.1.2 Is listed on National Treasury's list of Blacklisted Suppliers or Defaulters or similar;

9.1.3 Poses a risk in terms of any vetting process conducted either by TCTA internally or the National Intelligence Agency;

9.1.4 Has a director and/or shareholder who is employed by any organ of state. This does not apply to any organ of state acting as a bidder. If a bidder has a director and/or shareholder who is employed by an organ of state, they must submit a letter from the relevant organ of state stating that they are allowed to do remunerative work outside of their employment contract and that they are not prohibited from doing business with other organs of state; and

9.1.5 Tax affairs are not in order at the time of award after being requested to resolve the non-compliance status with SARS within the prescribed period

10 CONDITIONS OF BID

Any bid submission that does not meet the conditions of bid may be rejected and not evaluated at all. Such a bid submission will not be acceptable.

10.1 COSTS OF BIDDING

10.1.1 Bidders shall bear their own costs, disbursements and expenses associated with the preparation and submission of the Bid Submissions, including submission of any additional information requested by TCTA or attending the compulsory briefing session.

10.1.2 TCTA shall not under any circumstances be liable nor assume liability to any Bidder for costs, disbursements and/or expenses incurred by Bidders regardless of the outcome of the Bid process or by virtue of cancellation and/or postponement of the Bid process. Where applicable a non-refundable fee for documents may be charged.

10.2 CLARIFICATIONS

10.2.1 All questions or queries regarding the Request for Bid must be directed to the person stated on the front page of this document, stating the relevant Bid number in the subject field, at least five business days before the stipulated closing date and time of the Request for Bid. No e-mails, faxes and/or telephone calls should be directed to any other employees of TCTA.

10.2.2 TCTA shall not be liable nor assume liability for any failure to respond to any questions and/or queries raised by potential Bidders.

10.2.3 Should a Bidder fail to complete the annexures TCTA may call upon the Bidder to complete and submit such annexures except where such annexures are indicated as mandatory or are required for purposes of functional and preferential points evaluation. TCTA reserves the right to request clarity and to clarify any ambiguities in the documents that have already been submitted. If a Bidder fails to submit any of the requested documents and / or annexures duly completed within 5 (five) working days of being called upon to do so, then the TCTA may disqualify the Bidder.

10.3 Amendments

10.3.1 TCTA reserves the right, in its sole and absolute discretion, to amend any terms and conditions of the Request for Bid and/or to stipulate additional requirements, provided that such amended terms and conditions and/or additional requirements are placed on TCTA's website at least 10 (ten) business days prior to the stipulated closing date and time.

10.3.2 Any amended terms and conditions and/or stipulation of additional requirements by TCTA shall be deemed to form part of this Request for Bid.

10.3.3 TCTA shall not be liable, nor assume liability of any nature whatsoever, for the failure of a Bidder to receive information if sent to the e-mail, fax or postal address supplied.

10.3.4 TCTA reserves the right to stipulate additional Bid requirements as it deems appropriate in its sole and absolute discretion.

10.3.5 TCTA shall not be liable nor assume liability to any potential Bidder/s for any failure by such Bidder/s to receive any request for additional information.

10.3.6 In the event that TCTA amends its Bid requirements or requests additional information, any Bidder shall be entitled to withdraw its Bid Submission submitted by it prior to the stipulated closing date and time and re-submit a replacement Bid Submission by not later than the stipulated closing date and time.

10.4 Modification, Alteration or Substitution and/or Withdrawal of a Bid Submission

10.4.1 Any Bidder shall be entitled to withdraw or modify its Bid Submission at any time prior to the stipulated closing date and time.

10.4.2 Any amendment or alteration to the Bid documents must be received before the closing date and time of the Bid as stipulated in the Special conditions of Bid. The words “Amendment to Bid” and the description of the Bid must be clearly reflected on the envelope containing the documents or courier packaging as referred to in Condition 8.2.

10.4.3 No modification, alteration or substitution of Bid Submissions will be permitted after the stipulated closing date and time.

10.4.4 TCTA reserves the right to request Bids for clarification needed to evaluate their Bids, however, such request for clarification shall not allow or entitle Bidders to change the substance or price of their Bids after Bid opening. Any request for clarification and the Bidder’s responses will be made in writing.

10.5 Validity Period

10.5.1 All Bid Submissions must remain valid from the stipulated closing date and time of the Request for Bid for the period stated in this Bid. Each Bid Submission will constitute an irrevocable offer which remains open for acceptance by TCTA during the validity period.

10.5.2 If TCTA issues a request to extend the validity period, failure to respond to such a request shall be deemed to be an approval to extend the bid validity period on the same terms and conditions as per your original bid submission.

10.5.3 If a bidder rejects the extension of validity period with no further comments. The bidder’s rejection shall be accepted as a withdrawal from the bid process.

10.5.4 If a bidder rejects the extension of the validity period and requests an adjustment to their bid price. Such adjustment must be in line with the Consumer Price Index applicable at the time of request for extension and/or a recognised industry pricing guide. Adjustments outside of these parameters or for any other reason will not be acceptable and the bidders original bid price shall be deemed to be applicable for the extended validity period.

10.6 Disclaimer - Protection of Personal Information Act

10.6.1 By participating in this bid process, you hereby acknowledge that you have read and accept the following Protection of Personal Information (POPI) disclaimer.

10.6.2 You (the Bidder, herein after referred to in the first person for purposes of this disclaimer) understand and agree that all information provided, whether personal or

otherwise, may be used and processed by TCTA and such use may include placing such information in the public domain.

10.6.3 Further by partaking in this process you specifically agree that the TCTA will use such information provided by you, irrespective of the nature of such information.

10.6.4 TCTA shall take all reasonable measures to protect the personal information of users and for the purpose of this disclaimer “personal information” shall be defined as detailed in the Promotion of Access to Information Act, Act 2 of 2000 (“PAIA”) and the Protection of Personal Information Act, Act 4 of 2013 (“POPI”).

10.6.5 As per the POPI Act personal information refers to information that identifies or relates specifically to you as a person or data subject, for example, your name, age, gender, identity number and your email address.

10.6.6 We may collect the following information about you:

a) Your name, address, contact details, date of birth, place of birth, identity number, passport number, bank details, details about your employment, tax number and financial information;

b) Information about your beneficial owner if we are required to do so in terms of POPIA.

c) Records of correspondence or enquiries from you or anyone acting on your behalf.

d) Details of transactions you carry out with us.

e) Details of contracts you carry out with us; and

f) Sensitive or special categories of personal information, including biometric information, such as images, fingerprints, and voiceprints.

g) If you are under 18 years old, please do not provide us with any personal information unless you have the permission of your parent or legal guardian to do so.

h) <u>Why we collect Personal Information</u>

i) Employee and Contractor Information

   i) To Remunerate the person.

   ii) To comply with laws authorizing or requiring such processing, including (but not limited to) the Basic Conditions of Employment Act 75 of 1997; the Labour Relations Act 66 of 1995 as amended; the Employment Equity Act 55 of 1998; the Occupational Health and Safety Act 85 of 1993, the Income Tax Act 58 of 1962 and the VAT Act 89 of 1991.

   iii) To Admit the person to the Pension Fund and/or Medical Aid providers, if applicable.

iv) To conduct criminal, credit, employment reference and other related reference checks.

v) To provide value added services such as human resource administration, training, performance reviews, talent management and other reasons related to the management of employees and/or contractors.

10.6.7 Client Information

a) To render client related services and administration of client accounts.

b) To conduct criminal, credit, reference, and other related reference checks.

c) To authenticate the client.

d) To provide the client with information which TCTA believes may be of interest to the client, such as information relating to public awareness campaigns and matters of public interest in which TCTA is involved or has decided to lend its support to.

10.6.8 Supplier and Third-Party Contractor/Service Provider Information

a) To secure the products and services of the supplier/service provider or contractor as part of TCTA's product and service offering.

b) To manage the TCTA supply chain and relationship with the supplier and/or contractor for any purposes required by law by virtue of the relationship between the supplier and TCTA.

c) To render services relating to the administration of supplier supplier/service provider or contractor accounts.

d) To provide the supplier/service provider or contractor with information which TCTA believes may be of interest, such as information relating to public awareness campaigns and matters of public interest in which TCTA is involved or has decided to lend its support to.

10.6.9 Sources of Personal Information

a) Personal information may be collected from the following sources:

b) Directly from the person when he/she applies for any TCTA related employment, provide services to TCTA, submit forms requests or transactions, use our websites, or make use of any of the TCTA services.

c) From public registers, credit bureaus and law enforcement agencies and any other organisation from which TCTA may acquire your information.

d) From people and entities employed by TCTA to provide services to TCTA which may be legally entitled to provide TCTA with personal information.

10.6.10 The Storage of Personal Information

a) All personal information collected by TCTA will be stored as follows:

b) In a secure and safe manner according to strict information security principles with safeguards to ensure its privacy and confidentiality.

c) For no longer than is necessary to achieve the purpose for which it was collected unless further retention is:

d) Required by law or contractual obligation.

e) Otherwise reasonably required by TCTA for lawful purposes related to its functions and activities.

f) Retained further with the person's consent:

g) After which the information will be de-identified and disposed of as per the TCTA Records policy.

10.6.11 Sharing of Personal Information

a) Any information supplied to TCTA will be treated as confidential and TCTA will not disclose information unless legally permitted thereto. No information will be transferred to a Third Party without the explicit consent of the data subject unless legally obliged thereto. By providing the personal information, the data subject agrees that TCTA may transfer the information to the following people and organisation's in pursuit of the data processing purposes set out in our Policy on the Protection of Personal Information.

b) To the divisions and departments in TCTA, including directors, employees, contractors, agents, auditors, legal and other professional advisors who are authorised to process this information.

c) To financial and government organisation's who may request information from TCTA, in which case the data subject will be notified in advance; the provision of such information, including banks, governmental, judicial, regulatory and law enforcement bodies including the South African Revenue services and the National Credit Regulator.

d) To persons employed by TCTA to provide services on our behalf and that adhere to principles like TCTA regarding the treatment of personal information.

e) To any person to whom TCTA cede, delegate, transfer or assign any of our rights or obligations pertaining to products and/or services provided to the person or contracts concluded with the person.

f) To any person who acts as legal guardian, executor of an estate, curator or in a similar capacity.

g) To any person or persons who may be permitted by applicable law or that you may consent to, including persons or entities who may request such information to evaluate the credit worthiness of the person.

10.6.12 Your Rights regarding your Personal Information

a) A data subject (employee, contractor, supplier and/or customer) has the following rights to his/her personal information collected, processed, and stored by TCTA:

b) Right of access to and the right to rectify or update the personal information collected.

c) The right to object at any time to the processing of the personal information in which event the consequences of the objection will be explained to the data subject.

d) The right to request TCTA to no longer process the personal information of the data subject should the information not be required for further processing or by law.

10.6.13 General Conditions pertaining to Personal Information

a) TCTA accepts no liability whatsoever for any loss, damage (whether direct, indirect, special, or consequential) and/or expenses of any nature whatsoever which may arise because of, or which may be attributable directly or indirectly from information made available on this document, or actions or transaction resulting there from.

10.6.14 This disclaimer shall be read together with the TCTA terms and conditions also available on the TCTA website https://www.tcta.co.za.

10.7 Conflicts of Interest

10.7.1 Bidders are required to provide professional, objective and impartial advice/services and at all times and to hold the client's interest's paramount, without any consideration for future work and strictly avoid conflicts with other assignments or their own corporate interests.

10.7.2 Bidders may not be appointed for any bid that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the scope of work in the best interest of TCTA. The bidders appointment will be in the sole discretion of TCTA having considered the bidders connection to their earlier obligations to TCTA and shall be considered by Procurement on a case by case basis.

10.7.3 Without limitation on the generality of this rule, bidders should not be participating in the bid process and/or be appointed where the bidder:

a) has been engaged by the accounting officer/authority to provide goods or works for a project and any of its affiliates, should be disqualified from providing consulting services for the same project.

b) Has been appointed to provide consulting services for the preparation or implementation of a project and any of its affiliates, should be disqualified from subsequently providing goods or works or services related to the initial assignment (other than a continuation of the firm's earlier consulting services as described below) for the same project, unless the various firms (consultants, contractors, or suppliers) are performing the contractor's obligations under a turnkey or design-and-build contract;

c) Bidders or any of their affiliates should not be hired for any assignment which, by its nature, may be in conflict with another assignment of that entity. As an example, bidders may be appointed to prepare an engineering design for an infrastructure project should not be engaged to prepare an independent environmental assessment for the same project, and bidders assisting a client in the privatization of public assets should not purchase, nor advise purchasers of such assets.

d) The limitation of participation shall not apply to bidders who are organs of state.

10.8 Right Not to Award

TCTA reserves the right, at its sole discretion, not to award to any of the Bidders or to cancel a Bid:

10.8.1 Due to changed circumstances; there is no longer a need for the goods, or the services specified in the invitation;

10.8.2 Funds are no longer available to cover the total envisaged expenditure;

10.8.3 No acceptable Bid is received; or

10.8.4 There are material irregularities in the Bid process.

10.9 Notification of Unsuccessful Bidders

If no correspondence or communication is received from TCTA within the validity period, the relevant Bid Submissions submitted will be deemed to be unsuccessful.

10.10 Prohibition of Bribery, Fraudulent and Corrupt Practices

10.10.1 No Bidders shall directly or indirectly commit, or attempt to commit, for the benefit of the Bidder or any other person, any of the following:

10.10.2 Influencing, or attempting to influence, any TCTA's employees or agents in respect of the award of a Bid or the outcome of the Bid process in relation to any contract for the provision of goods or services; and/or

10.10.3 Offering, or giving gratification to, and/or inducing, or attempting to induce, as defined in the Prevention and Combating of Corrupt Activities Act No. 12 of 2004, as amended from time to time, any of TCTA's employees or agents, in favour of or for the benefit of the Bidder and/or any other party; and/or

10.10.4 Bribing, or attempting to bribe, any TCTA's employees or agents in order to influence the outcome of a Bid process in favour of or for the benefit of the Bidder and/or any other party.

10.10.5 TCTA shall be entitled to disqualify any Bidder/s if it has reason to believe that any conduct relating to that set out in Condition 16.1 above has occurred.

10.11 Fronting

10.11.1 The TCTA supports the spirit of Broad-Based Economic Empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background TCTA condemns any form of fronting.

10.11.2 TCTA, in ensuring that Bidders conduct themselves in an honest manner will, as part of the bid evaluation process, conduct or initiate the necessary probity investigation to determine the accuracy of the representation made in the bid document. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry be established during such enquiry / investigation, the onus will be on the Bidder to prove that fronting does not exist.

10.11.3 Failure to do so within a period of 14 days from the date of notification may invalidate the Bid/contract and may also result in the restriction of the Bidder, by National Treasury, to conduct business with the public sector for a period not exceeding ten years, in addition to any other remedies the National Treasury may have against the bidder concerned.

10.12 Joint venture or consortium

10.12.1 TCTA encourages the formation of a joint venture or consortium as a condition for the award of a contract, in order to promote the participation of Black Owned Enterprises. In this case, the TCTA has both a moral obligation and a vested interest in ensuring that both the Black Owned Enterprises and its established joint venture or consortium partner are treated reasonably and equitably in terms of a sound, written agreement.

10.12.2 The members of a joint venture or consortium formed in response to transformation policies should share in at least the following aspects of the joint venture or consortium's activities in a meaningful and equitable manner:

a) Control

b) Management

c) Operations

10.12.3 The joint venture or consortium agreement:

a) Must clearly and comprehensively set out the contributions to be made by each member towards the activities of the joint venture or consortium in securing and executing the contract and should allocate monetary values to such contributions.

b) Must record the percentage participation by each member.

c) Must provide for meaningful input by all members to the policy making and management activities of the joint venture or consortium;

d) Must provide for the establishment of a management body for the joint venture or consortium;

e) Must provide measures to limit, as far as possible, losses to the joint venture or consortium by the default of a member;

f) Must promote consensus between the members whilst ensuring that the activities of the joint venture or consortium will not be unduly hindered by failure to achieve it;

g) Must provide for rapid, affordable and easy interim dispute resolution and for effective final dispute resolution, if required; and

h) Must be sufficiently flexible to allow for joint venture or consortiums which differ in nature, objectives, inputs by members, management systems, etc;

i) Must submit on annual basis consolidated BBBEE scorecard for the Joint Venture failure which TCTA will implement contractual remedies.

10.12.4 Right to review the joint venture or consortium agreement

TCTA reserves the right to review the joint venture or consortium agreement between the parties to ensure that the minimum conditions set out above are adhered to and that the Black Owned Enterprise partner is not disadvantaged by conditions of the resultant agreement.

10.12.5 Amendment of the joint venture or consortium agreement

The composition or the constitution of the joint venture or consortium shall not be altered without the prior consent of the Employer.

11 CONDITIONS OF CONTRACT

11.1 Once the successful bidder is issued with a Letter of Award, a pre-liminary contract will be deemed to have been concluded between TCTA and the successful Bidder, which contract will include the following documents:

11.1.1 The contents of this Request for Bid, including all annexures hereto and any additional requirements as may have been stipulated by TCTA;

11.1.2 The relevant Bid Submissions;

11.1.3 The letter of acceptance to the successful Bidder/s; and

11.1.4 Any correspondence between TCTA and the relevant Bidder/s including all additional documents submitted by the relevant Bidder/s and accepted by TCTA for clarification purposes; and

11.1.5 The terms and conditions of any agreement/s proposed to be entered into by TCTA with the successful Bidder/s.

11.2 The Bidder will be deemed to have accepted the terms and conditions of an agreement and/or terms of reference attached to and issued with this Request for Bid. The terms and conditions of the attached agreement are non-negotiable

11.3 In the event that TCTA and the relevant Bidder are unable to reach consensus on the terms and/or conditions of the final written agreement, then TCTA reserves the right to cancel the award of the Bid, without liability of any nature, and to conclude an agreement with any other Bidder as may be necessary to meet TCTA's requirements.

11.4 VARIATIONS AND CONTRACT PRICE ADJUSTMENTS

11.4.1 No variations to the contract price or contract price adjustments will be accepted within 6 months from the date of award, unless otherwise stipulated in the Letter of Award.

11.4.2 Notwithstanding the above, the increases to the contract value in terms of contract price adjustments (CPA), if expressly included as a condition in the Contract, shall be dealt with as follows:

11.4.3 If the original award/contract made provision for the increase:

a) The Contract Manager must prepare a notice of increase based on CPA to the service provider,

b) Once the Contract Manager and the Procurement Specialist have signed the letter, the Procurement Specialist must issue the notice to the supplier;

c) Such a letter must be sent at least 2 weeks prior to the effective date of the increase;

11.4.4 If the original award/legal agreement did not make provision for the increase:

a) The supplier must request the CPA increase in writing quoting the relevant contract name and PO Number and send the request to the Contract Manager;

b) The Contract Manager must prepare a requisition for the variation to the relevant Procurement Specialist;

c) The Procurement Specialist must together with the Contract Manager prepare a submission for variation of the contract;

d) The relevant authority must approve the submission and once done; the Procurement Specialist must request an addendum to the contract from the Legal Department;

e) Once an addendum has been prepared, the Contract Manager must ensure that both parties sign the addendum;

f) The original addendum must be provided to the Procurement Specialist for safekeeping and a copy can be emailed to the supplier notifying them of the increase.

g) The Procurement Specialist must notify the Procurement Administrator to adjust the contract register accordingly within 48 hours of receiving the signed addendum.

11.5 PERFORMANCE MANAGEMENT

11.5.1 This contract shall be subject to performance management in line with TCTA's Contract Management Policy and Procedure as amended from time to time. Failure to provide satisfactory goods or services may result in the bidder's blacklisting within TCTA or other organs of state.

11.5.2 If the final signed contract between the parties does not stipulate the number of times performance management meetings shall be held, they must be held as outlined below.

More than 3 years	at least twice in 12 months
1 year to 3 years	at least twice in the contract's duration
6 months to 1 year	at least once in the contract's duration
Less than 6 months	optional

11.6 COMMUNICATION

The successful bidder must forward all communication in respect to this contract to the Contract Manager stipulated in the Letter to Award.

11.7 CESSION OF RIGHTS

11.7.1 The successful bidder may cede their rights to a third-party provided that:

a) The cession does not take place less than 6 (six) months from the date of award;

b) The third-party is registered on the CSD and its Tax affairs are compliant;

c) The third-party has a BBBEE status level of contributor equal to or higher than that of the successful bidder;

d) The parties prepare a draft a cession agreement that meets all the legal requirements on a template of their own choosing and at their own legal costs; and

e) The cession agreement is submitted for vetting by TCTA prior to signature.

11.7.2 TCTA may reject the cession should it not meet the requirements set out above and provide reasons to the supplier.

11.8 SUPPLIER CODE OF CONDUCT

11.8.1 All suppliers and their representatives shall conduct their business activities in full compliance with the applicable laws and regulations of the Republic of South Africa while conducting business with and/or on behalf of the TCTA. In addition to any specific obligations under the supplier's agreement with TCTA, all suppliers shall, without limitation:

a) Comply with the anti-corruption laws of the Republic of South Africa and any other country in which it does business, including the Prevention and Combating of Corrupt Activities Act.

b) Conduct business in full compliance with antitrust and fair competition laws within the Republic of South Africa. Comply with all applicable environmental laws and regulations regarding hazardous materials, air emissions, waste and wastewater discharges, including the manufacture, transportation, storage, disposal and release to the environment of such materials.

c) Be honest, direct and truthful in discussions with regulatory agency representatives and government officials.

11.8.2 Suppliers and their representatives shall conduct their business interactions and activities with integrity and in accordance with their obligations under their specific agreements. In addition to those obligations, all our suppliers shall, without limitation:

a) Honestly and accurately record and report all business information and comply with all applicable laws regarding their completion and accuracy.

b) Create, retain and dispose of business records in full compliance with all applicable legal and regulatory requirements.

c) Protect and responsibly use both the physical and intellectual assets of TCTA, including its property, data and equipment when authorized to use such assets.

d) Use TCTA provided information technology and systems (including email) only for authorized business-related purposes. TCTA strictly prohibits suppliers and their representatives from using Company-provided technology and systems to create, access, store, print, solicit or send any material that is intimidating, harassing, threatening, abusive, sexually explicit or otherwise offensive or inappropriate and/or send any false, derogatory or malicious communications using provided information assets and systems.

e) Comply with the intellectual property ownership rights of TCTA and others including but not limited to copyrights, patents, trademarks and trade secrets. Use software, hardware and content only in accordance with their associated license or terms of use.

f) Speak to the press on TCTA's behalf only if supplier and/or representative is expressly authorized in writing to do so by TCTA.

11.8.3 TCTA expects its suppliers to share its commitment to human rights and equal opportunity in the workplace. TCTA suppliers shall conduct their employment practices in full compliance with all applicable laws and regulations, and shall, without limitation:

a) Cooperate with TCTA's commitment to a workforce free of harassment and unlawful discrimination. We believe that supplier companies should not engage in discrimination in hiring, compensation, access to training, promotion, termination or retirement based on religion, age, disability, gender, marital status, sexual orientation, union membership, political affiliation or any other category protected by applicable law.

b) Comply in all respects with the Employment equity act, in line with TCTA’s commitment to redress the racial makeup of the South African economy,

c) Provide a safe and healthy work environment and fully comply with all applicable safety and health laws, regulations and practices. Adequate steps shall be taken to minimize the causes of hazards inherent in the working environment. While on TCTA property, suppliers shall comply with all rules and regulations concerning the operation of the property and the interaction with other individuals with access to the property, whether TCTA, its clients, or other suppliers, employees or guests.

d) Prohibit the use, possession, distribution and sale of illegal drugs while on TCTA owned, leased or managed property.

e) Use only voluntary labour. The use of forced labour whether in the form of indentured labour, bonded labour, or prison labour by a Company supplier or its subcontractors is prohibited.

f) Workers should not be required to lodge "deposits" or their identity papers with their employer and are free to leave their employer after reasonable notice without penalty.

g) Comply with all local minimum working age laws and requirements and not utilize child Employees shall not be under the legal minimum working age of the respective region or shall not be less than 16 years of age (whichever is higher). We only support the development of legitimate workplace apprenticeship programs for the educational benefit of younger people and will not do business with those who abuse such systems.

h) Not engage in physical discipline or abuse. Physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation is prohibited.

i) Pay living wages under humane conditions. All workers shall be provided with clear, written information about their employment conditions with respect to wages before they enter employment and as needed throughout their term of employment. Deductions from wages as a disciplinary measure shall not be permitted nor shall any deductions from wages not provided for by national law be permitted without the express permission of the worker concerned. All disciplinary measures should be recorded. Wages and benefits paid for a standard working week meet, at a minimum, national legal standards.

j) Not require workers to work more than the maximum hours of daily labour set by the Department of Labour; ensure that overtime is paid in accordance with applicable laws and

k) Keep employee records in accordance with acts and prescripts issued by the Department of Labour.

11.8.4 TCTA expects its suppliers to share the same social responsibility of growing business in a sustainable fashion. At TCTA, we believe that environmental stewardship and local business development are of utmost importance, and we constantly seek new ways to fulfil our responsibilities to the environment.

11.8.5 Adopt an environmentally friendly policy and share our commitment to sustainability. Comply with all applicable environmental laws and regulations.

11.8.6 TCTA expects its suppliers to share its commitment to Broad Based Black Economic Empowerment and supplier diversity. TCTA suppliers shall implement supplier diversity programs that meet the requirements of the Broad Based Black Economic Empowerment Codes of Good Conduct. At all times the supplier undertakes to ensure that they are in possession of a valid BBBEE certificate.

11.8.7 TCTA will not tolerate any retribution or retaliation taken against any individual who has in good faith sought out advice or has reported questionable behaviour or a possible violation.

11.9 PAYMENT PROCESS

11.9.1 Monthly invoicing and payment of fees and disbursements will take place based on the actual services rendered, and payment of invoices shall be affected within 30 days from date of receipt.

11.9.2 Invoices must be submitted with supporting documents, where requested. No invoice shall be accepted for goods/services that are not received unless otherwise stipulated in the contract between the parties.

11.9.3 No payment shall be made unless the following information has been presented to TCTA to its satisfaction:

a) VAT registration certificate, if the successful Bidder is a VAT vendor;

b) Without deduction of PAYE and/or SITE, if the successful Bidder is not registered for VAT; or

c) Statement setting out details of services rendered, accompanying invoice.

d) Statement of account detailing cumulative costs claimed from contract inception against the contract amount.

11.9.4 All invoices shall contain a Purchase Order number, TCTA and successful Bidder's VAT number, if registered for VAT, successful Bidder's name, date of invoice, amount due, services rendered, due date, and any other relevant details. TCTA's VAT number is 4360104923.

11.9.5 Payment will only be made against original invoices which complies with the requirements of the VAT Act. Failure to remit fully compliant invoice will result in late payment, without forfeiture of any settlement discounts that may be due to TCTA.

ANNEXURE A: PERSONNEL EXPERIENCE

CV template for personnel (NO POINTS WILL BE ALLOCATED IF START & END DATES IN MONTHS & YEARS ARE NOT PROVIDED)

	Experience in migrate data from file servers to SharePoint online and OneDrive
Name of SharePoint Administrator	
Project Role	
Highest Academic Qualifications	
Microsoft 365 Certified: Teamwork Administrator Associate OR Microsoft 365 Certified: Enterprise Administrator Expert	
Experience in migrating data from file servers to SharePoint online and OneDrive. *(Indicate total years of experience as a Lead SharePoint administrator total year of work experience)*	

EXPERIENCE IN MIGRATING DATA FROM FILE SERVER TO SHAREPOINT ONLINE AND ONEDRIVE						
		Work Experience (indicate the months and years)				
EMPLOYER/CLIENT	WORK SCOPE	Start Date (month & year) dd/mm/yyyy	End Date (month & year) dd/mm/yyyy	NAME & SURNAME OF CONTACT PERSON	DESIGNATION OF CONTACT PERSON	CONTACT DETAILS
1.						
2.						
3.						
4.						
5.						
6.						

SIGNATURE: .....…… NAME OF BIDDDER: .....…..... (of person authorised to sign on behalf of the Bidder)

ANNEXURE B: FINANCIAL PROPOSAL

DESCRIPTION	AMOUNT (Once-Off)
Project Implementation Cost	R -
Data Migration Cost from file server to SharePoint Online and OneDrive • **Readiness Assessment (Analysis & Planning) R –** • **Design R –** • **Construction R –** • **Testing R -** • **Implementation R -** • **Documentation R -**	R -
Migration Tool	R -
People Change Management	R -
Training of users (190): • **Beginner (150) R -** • **Intermediate (30) R -** • **Advance (10) R -**	R -
The bidder to specify any item to be billed that is not covered by the above items	R -
SUB-TOTAL	**R -**
15% VAT ON SUB-TOTAL	R -
TOTAL	**R -**

ANNEXURE C: SBD 1 – INVITATION FOR BID

PART A: INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*NAME OF DEPARTMENT/ PUBLIC ENTITY*)					
BID NUMBER:	018/2023/EWSS/REVAMP/RFB	CLOSING DATE:		CLOSING TIME:	
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER TO MIGRATE DATA FROM FILE SERVERS TO SHAREPOINT ONLINE AND ONEDRIVE FOR A PERIOD OF 12 MONTHS				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).					

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:		
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	[TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] ☐ Yes ☐ No		
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	☐	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)				
	☐	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)				
	☐	A REGISTERED AUDITOR				
		NAME:				

[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 BELOW]
SIGNATURE OF BIDDER		DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)			
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE (ALL INCLUSIVE)	
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		**TECHNICAL INFORMATION MAY BE DIRECTED TO:**	
DEPARTMENT/PUBLIC ENTITY		CONTACT PERSON	
CONTACT PERSON		TELEPHONE NUMBER	
TELEPHONE NUMBER		FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	
E-MAIL ADDRESS			

ANNEXURE D: SBD 4 – BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. BIDDER'S DECLARATION

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

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

Full Name	Identity Number	Name of State institution

2.2 Do you or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution ? **YES / NO**

2.2.1 If so, furnish the following particulars:

……...……

……...……

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

2.3.1 If so, furnish the following particulars:

……...……

……...……

…….

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

3. DECLARATION

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

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium2 will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.5 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.

3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

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

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

……	..……
Signature	Date
……	……
Position	Name of bidder

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

ANNEXURE E: SBD 6.1: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

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

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

(*delete whichever is not applicable for this tender*).

(a) The applicable preference point system for this tender is the 80/20 preference point system.

1.3 Points for this bid shall be awarded for:

(a) Price; and

(b) Specific Goals

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

The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	**100**

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1 POINTS AWARDED FOR PRICE

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

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

80/20 **or** **90/10**

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

Where:

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

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

3.2.1 POINTS AWARDED FOR PRICE

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

80/20 **or** **90/10**

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.
(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.
***Note to tenderers: The tenderer must indicate how they claim points for each preference point system.*)**

B-BBEE Status Level of Contributor for Specific Goals	**Number of points allocated (80/20 system) (To be completed by the organ of state)**	**Number of points claimed (80/20 system) (To be completed by the tenderer)**
1	20	
2	18	
3	14	
4	12	
5	8	
6	6	
7	4	
8	2	
Non-compliant contributor	0	

5. DECLARATION WITH REGARD TO COMPANY/FIRM

5.1. Name of company/firm…….

5.2. Company registration number: ……...

5.3. TYPE OF COMPANY/ FIRM

[TICK APPLICABLE BOX]

☐ Partnership/Joint venture or consortium / Consortium

☐ One-person business/sole propriety

☐ Close corporation

☐ Public Company

☐ Personal Liability Company (Pty) Limited

☐ Non-Profit Company

☐ State Owned Company

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

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: .....

DATE: .....

ADDRESS: .....

.....

.....

.....

ANNEXURE F: ACCESS REQUEST FOR TENDER SUBMITION AT TCTA

ACCESS REQUST FORM MUST BE ATTACHED

I hereby request for a pin code to access TCTA premises for the submission of the abovementioned bid.

BID NUMBER:	018/2023/EWSS/REVAMP/RFB
BID DESCRIPTION:	APPOINTMENT OF A SERVICE PROVIDER TO MIGRATE DATA FROM FILE SERVERS TO SHAREPOINT ONLINE AND ONEDRIVE FOR A PERIOD OF 12 MONTHS.
BID SUBMISSION CLOSING DATE:	12 October 2023
TIME:	11:00 am
NAME OF BIDDER:	
FULL NAME & SURNAME OF BIDDER'S REPRESENTATIVE:	
ID NUMBER OF BIDDER'S REPRESENTATIVE:	

I hereby request for a pin code to access TCTA premises for the submission of documents of the abovementioned tender.

_____

SIGNATURE OF BIDDER'S AUTHORISED REPRESENTATIVE