

## **ANNEXURE “H”**

### **TERMS OF REFERENCE (“TOR”)**

**CIPC BID NUMBER: 07/2020/2021**

**DESCRIPTION: INVITATION TO SERVICE PROVIDERS TO  
SUBMIT PROPOSALS FOR ICT  
INFRASTRUCTURE MIGRATION AND  
DEDICATED HOSTING SERVICES**

**CONTRACT PERIOD: FIVE (5) YEARS  
WITH AN OPTION TO RENEW FOR A  
FURTHER FIVE (5) YEARS.**

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**1. TERMS AND CONDITIONS OF REQUEST FOR TENDER (RFP)**

1. CIPC's standard conditions of purchase shall apply.
2. Late and incomplete submissions will not be accepted.
3. Any bidder who has reasons to believe that the RFP specification is based on a specific brand must inform CIPC before BID closing date.
4. Bidders are required to submit an original Tax Clearance Certificate for all price quotations exceeding the value of R30 000 (VAT included). Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of this RFP. Certified copies of the Tax Clearance Certificate will not be acceptable.
5. No services must be rendered or goods delivered before an official CIPC Purchase Order form has been received.
6. This RFP will be evaluated in terms of the **80/20** system prescribed by the Preferential Procurement Regulations, 2001.
7. The bidder must provide assurance/guarantee to the integrity and safe keeping of the information (that it will not be amended/corrupted/distributed/permanently stored/copied by the service provider) for the duration of the contract and thereafter. Failure to submit will invalidate the bid proposal.
8. CIPC reserves the right to negotiate with the successful bidder on price.
9. The service provider must ensure that their work is confined to the scope as defined.
10. Travel between the consultant's home, place of work to the DTI (CIPC) vice versa will not be for the account of this organization, including any other disbursements.
11. The Government Procurement General Conditions of contractors (GCC) will apply in all instances.
12. As the commencement of this project is of critical importance, it is imperative that the services provided by the Service Provider are available immediately. Failing to commence with this project immediately from date of notification by CIPC would invalidate the prospective Service Provider's proposal.
13. No advance payment(s) will be made. CIPC will pay within the prescribed period as per the PFMA.

**14. All prices quoted must be inclusive of Value Added Tax (VAT)**

**15. All prices must be valid for 120 days**

16. The successful Service Provider must at all times comply with CIPC's policies and procedures as well as maintain a high level of confidentiality of information.
17. All information, documents, programmes and reports must be regarded as confidential and may not be made available to any unauthorized person or institution without the written consent of the Commissioner or his/her delegate.
18. The successful bidder must ensure that the information provided by CIPC during the contract period is not transferred/copied/corrupted/amended in whole or in part by or on behalf of another party.
19. Further, the successful bidder may not keep the provided information by way of storing/copy/transferring of such information internally or to another party in whole or part relating to companies and/or close corporation. As such all information, documents, programs and reports must be regarded as confidential and may not be made available to any unauthorized person or institution without the written consent of the Commissioner or his delegate.

20. The service provider will therefore be required to sign a declaration of secrecy with CIPC. At the end of the contract period or termination of the contract, all information provided by CIPC will become the property of CIPC and the service provider may not keep any copy /store/reproduce/sell/distribute the whole or any part of the information provided by CIPC unless authorized in terms of the declaration of secrecy.
21. The Service Provider is restricted to the time frames as agreed with CIPC for the various phases that will be agreed to on signing of the Service Level Agreement.
22. CIPC will enter into Service Level Agreement with the successful Service Provider.
- 23. CIPC reserves the right not to award this bid to any prospective bidder or to split the award.**
- 24. Fraud and Corruption:**

The Service Provider selected through this Terms of Reference must observe the highest standards of ethics during the performance and execution of such contract. In pursuance of this policy, CIPC Defines, that for such purposes, the terms set forth will be as follows:

- i. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of CIPC or any personnel of Service Provider(s) in contract executions.
  - ii. "Fraudulent practice" means a misrepresentation of facts, in order to influence a procurement process or the execution of a contract, to CIPC, and includes collusive practice among bidders (prior to or after Proposal submission) designed to establish Proposal prices at artificially high or non-competitive levels and to deprive CIPC of the benefits of free and open competition;
  - iii. "Unfair trade practices" means supply of services different from what is ordered on, or change in the Scope of Work;
  - iv. "Coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the execution of contract;
  - v. CIPC shall reject a proposal for award, if it determines that the bidder recommended for award, has been engaged in corrupt, fraudulent or unfair trade practices;
  - vi. CIPC also reserves the right to terminate this Agreement by giving 10 (ten) business days written notice to the service provider due to any perceived (by CIPC) undue reputational risk to CIPC which CIPC can be exposed to resulting from the service provider or its management/directors being found to be involved in unethical behaviour, whether in its dealings with CIPC or any other business dealings.**
- Note: "Unethical behaviour" includes but not limited to an action that falls outside of what is considered morally right or proper for a person, a profession or an industry**
- vii. CIPC shall declare a Service Provider ineligible, either indefinitely or for a stated period of time, for awarding the contract, if at any time it determines that the Service Provider has been engaged in corrupt, fraudulent and unfair trade practice including but not limited to the above in competing for, or in executing, the contract.
  - viii. The service provider will sign a confidentiality agreement regarding the protection of CIPC information that is not in the public domain.

2. **COMPLUSORY BID REQUIREMENTS (FAILURE TO COMPLY WITH ALL REQUIREMENTS BELOW WILL IMMEDIATELY DISQUALIFY THE PROPOSAL)**

**INSTRUCTIONS FOR THE SUBMISSIONS OF A PROPOSALS**

**2.1. SUBMISSION OF ORIGINAL HARD COPY**

- a) Bidder's must submit **One (1) original copy (hard printed copy of the technical proposal)**
- b) The Bid Document must be marked with the Bidder's Name
- c) The Bid documents **must be signed in ink** by an authorized employee, agent or representative of the bidder and each and every page of the proposal shall contain the initials of same signatories
- d) All pages of the submitted proposal must be numbered.

**2.2. SUBMISSION OF USB**

- a) **NO DISC WILL BE ALLOWED**
- b) **ONE (1) USB must be submitted, including technical proposal as well as price proposal saved in separate folders:**
- c) The USB must be marked with the bidder's name.
- d) **The USB must have an index page/ table of contents listed all documents included in the proposal for easy referencing during evaluation (group information in separate folders)**
- e) The **USB** must contain the **exact** documents/ information submitted in the original copy
- f) Bidders to ensure that the information is properly copied in the USB prior submitting to CIPC and that there are no missing pages.
- g) **THE USB WILL BE USED FOR EVALUATION HENCE THE BIDDER IS REQUIRED TO ENSURE THAT THE USB CONTAINS ALL INFORMATION.**
- h) **CIPC WILL NOT BE HELD LIABLE FOR INCOMPLETE PROPOSALS/ INFORMATION SUBMITTED IN THE USB'S**
- i) All pages must be signed; numbered and initial as per the Original copy
- j) The USB must be submitted in **PDF format ONLY** and must be **read ONLY**



### 2.3. **SUBMISSION OF PRICE PROPOSAL**

- a) Prospective Bidders must submit a printed hard copy of the Price Proposal in a separate **SEALED** envelope. It is important to separate price from the Technical proposal as Price is evaluated at the last phase of the Evaluation.
- b) The price envelop must be marked with the bidder's name
- c) **Bidders to complete Pricing Schedule SBD 3.3 (Annexure "C")**
- d) **The total Price (Ceiling price) must be carried over to BOTH SBD 3.3 (Pricing Schedule) and SBD FORM 1: (Invitation for Bids).**
- e) The Total Bid Amount will be used for the evaluation of bids therefore it must be inclusive of all costs for the duration of the contract.
- f) All prices must be VAT inclusive and quoted in South African Rand (ZAR).
- g) All prices must be valid for 120 days

### 2.4. **PLEASE NOTE THAT IT IS **COMPULSORY** THAT BIDDERS SUBMIT PROPOSAL AS PER THE FOLLOWING**

- 1. **1 (ONE) ORIGINAL HARD OR PRINTED COPY**
- 2. **1 (ONE) USB FOR TECHNICAL PROPOSAL AND PRICE MUST BE INCLUDED IN THE SAME USB **BUT SAVED IN A SEPARATE FOLDER ("MARKED PRICE PROPOSAL")****
- 3. **ONE SEALED ENVELOPE FOR PRICE PROPOSAL (INSIDE THERE MUST BE)**
  - ❖ PRICE SCHEDULE – SBD.33
  - ❖ SBD1 - INVITATION TO BIDS
  - ❖ PRICE BREAKDOWN PREFERABLE IN THE BIDDERS LETTERHEAD SIGNED BY AN AUTHORISED REPRESENTATIVE

**NB: Bidders must also refer to page 10 of 13 and Page 10 of 13 of the Terms of reference under Mandatory Requirements**

**FAILURE TO COMPLY WITH ALL THE ABOVE MENTIONED REQUIREMENTS WILL IMMEDIATELY INVALIDATE THE BID.**

I, the undersigned (NAME).....certify that:

**I have read and understood the conditions of this tender.**

I have supplied the required information and the information submitted as part of this tender is true and correct.

.....  
**Signature**

.....  
**Date**

### 3. INTRODUCTION

CIPC's mandate is the registration of companies, close corporations, cooperatives and intellectual property rights. Related services include the disclosure of information as well as dispute resolution arising out of infringements to these rights. The CIPC, therefore, needs to ensure the integrity and efficiency of its processes in order to provide accurate processing, retention and disclosure of information and appropriate service levels to all its stakeholders.

CIPC would like to invite bidders to submit proposals for the migration of the ICT infrastructure from the dti campus to a reputable service provider for the dedicated hosting services.

### 4. BACKGROUND

The CIPC ICT environment runs on state-of-the-art technology platform that hosts key applications to assist the commission in the delivery of its mandated responsibility and functions. The nature of the CIPC business requires that systems should be available at all times with very little to no service interruptions. The commission's ICT unit has recently embarked on several equipment and software upgrades as well as infrastructure renewal initiatives in order to ensure systems stability and optimal performance

### 5. SCOPE OF WORK OF WORK AND OBJECTIVE

CIPC intends to appoint a service provider for the migration of ICT infrastructure and Dedicated Hosting Services.

The prospective service provider must have the capacity to offer high end uninterrupted technological services that includes;

- MPLS infrastructure and services in major cities of South Africa
- Proven Dedicated Hosting Services
- Cloud Hosting Services
- Disaster Recovery Services
- Electrical power backup solution (Not affected by load shedding, confirmation letter required)

The primary requirement of this bid are;

- Migration of the current ICT infrastructure from the dti campus at Sunnyside Pretoria.
- Dedicated Hosting Services
- Storage Provisioning
- Disaster Recovery Services

CIPC may require other additional services as and when required that are associated with the above listed primary requirements. The current and core CIPC ICT systems includes +/- 150 servers (Production, QA, Testing and development). Due consideration must also be given for the disaster recovery aspect as listed above.

## 6. COMPETENCY AND EXPERTISE REQUIREMENTS

The bidder must have proven competency and expertise in the areas of hosting services that includes;

- MPLS infrastructure and services in major cities of South Africa
- Proven Dedicated Hosting Services
- Storage provisioning
- Cloud Hosting Services
- Disaster Recovery Services

## 7. CONTRACT DURATION

The contract duration is for five (5) years, with an option to extend for another 5 years based on whether the increments are linked at prime +2 percent. SLA will be entered into with the successful bidder.

## 8. COSTING

The costing should be based on the migration of the current infrastructure, storage provision and dedicated hosting services for the duration of the contract. Total Costing should be indicated per year from year 1 to 5.

Prospective bidders **must submit a total price as per table below clearly indicating the unit costs and any other costs applicable**. The onus is upon the prospective bidders to take into account all costs and to CLEARLY indicate the price. Cost breakdown must be provided, covering all required aspects in this tender. The **quotation must be for a period of 5 YEARS**, with an option to extend for another 5 years based on whether the increments are linked at prime +2 percent. **NB The total price must be carried over to the pricing schedule and will be used to evaluate the bids. Prices must be firm for the duration of the project. PRICE CARRIED OVER TO SBD FORM 3.3 AND SBD FORM 1 MUST INCLUDE ALL COSTS FOR THE DURATION OF ALL PERIOD STATED ABOVE UNDER PRICING. FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL IMMEDIATELY INVALIDATE THE BID.**

1 Table 1: (format for price quotation)

Description	Price				
	Year 1	Year 2	Year 3	Year 4	Year 5
Total					

**FAILURE TO COMPLY WITH ALL THE ABOVE REQUIREMENTS FOR COSTING SHALL IMMEDIATELY INVALIDATE THE BID.**



## 9. **SPECIAL CONDITIONS**

- I. The bidder must provide assurance/guarantee to the integrity and safe keeping of the information (that it will not amended/corrupted/distributed/permanently stored/copied by the service provider) for the duration of the contract and thereafter;
- II. **CIPC reserves the right to negotiate with the successful bidder on price;**
- III. The service provider must ensure that their work is confined to the scope as defined;
- IV. Travel between the consultants home, place of work to the **dti Campus (CIPC)** will not be for the account of CIPC, including any other disbursements unless agreed to in writing by CIPC prior to the expense being incurred;
- V. Government Procurement General Conditions of Contract (GCC) as issued by National Treasury will be applicable on all instances. The general conditions are available on the National Treasury website ([www.treasury.gov.za](http://www.treasury.gov.za));
- VI. No advance payment will be made. Payment would be made in terms of the deliverables or other unless otherwise agreed upon by CIPC and the successful bidder. CIPC will pay within the prescribed period according to PFMA;
- VII. The price quoted by the prospective service provider must include Value Added Tax (VAT);
- VIII. The successful bidder must at all times comply with CIPC's policies and procedures as well as maintain a high level of confidentiality of information;
- IX. The successful bidder must ensure that the information provided by CIPC during the contract period is not transferred/copied/corrupted/amended in whole or in part by or on behalf of another party;
- X. Further, the successful bidder may not keep the provided information by way of storing/copy/transferring of such information internally or to another party in whole or part relating to companies and/or close corporation;
- XI. As such all information, documents, programs and reports must be regarded as confidential and may not be made available to any unauthorized person or institution without the written consent of the Commissioner and/or his/her delegate;
- XII. The service provider will therefore be required to sign a Declaration of Secrecy with CIPC. At the end of the contract period or termination of the contract, all information provided by CIPC will become the property of CIPC and the service provider may not keep any copy /store/reproduce/sell/distribute the whole or any part of the information provided by CIPC unless authorized in terms of the Declaration of Secrecy;
- XIII. The Service Provider (successful bidder) will be required to sign a Service Level Agreement with CIPC prior to the commencement of the contract; and
- XIV. As the commencement of this contract is of critical importance, it is imperative that the prospective Service Provider has resources that are available immediately. Failure to commence with this contract immediately from date of notification by CIPC could invalidate the prospective Service Provider's proposal.

## 10. EVALUATION PROCESS (Criteria)

The evaluation process will be done in accordance with the following criteria:

Bids will be evaluated in accordance with the 80/20 preference point system contemplated in the Preferential Procurement Policy Framework Act (Act 5 of 2000).

## 11. Evaluation (Phases)

The evaluation will be completed in 3 phases:

Phase 1: Compliance to minimum requirements

Phase 2: Functional Evaluation

Phase 3: Pricing and Preferential Procurement policy

### PHASE 1: COMPLIANCE TO MINIMUM REQUIREMENTS AND MANDATORY REQUIREMENTS

During Phase 1 all bidders will be evaluated to ensure compliance to minimum document requirements. Without limiting the generality of the CIPC 'S other critical requirements for this Bid, bidder(s) **must submit the documents** listed in the **Table** below. All documents must be completed and signed by the duly authorized representative of the prospective bidder(s). During this phase Bidders' response will be evaluated based on compliance with the listed administration and mandatory bid requirements. All bidders that comply with the minimum requirements will advance to Phase 2. The bidder(s) proposal *may* be disqualified for non-submission of any of the documents

Item No	Document that must be submitted	Compliance provide ANSWER: Yes /No	Non-submission may result in disqualification
1.	Invitation to Bid – SBD 1		Complete and sign the supplied pro forma document.
2.	Tax Status – SBD1		a) Bidders must submit <b>Tax Clearance Certificate (TCC) PIN</b> b) <b>The TCS PIN</b> will be used for the verification of tax compliance status a Bidder
3.	Declaration of Interest –SBD 4		Complete and sign the supplied pro forma document.
4.	Preference Point Claim Form – SBD 6.1		Non-submission will lead to a zero (0) score on BBBEE
5.	Declaration of Bidder's Past Supply Chain Management Practices – SBD 8		Complete and sign the supplied pro forma document.
6.	Certificate of Independent Bid Determination – SBD 9		Complete and sign the supplied pro forma document.
7.	Registration on Central Supplier Database (CSD		The Service Provider is encouraged to be registered as a service provider on the Central Supplier Database (CSD). Visit <a href="https://secure.csd.gov.za/">https://secure.csd.gov.za/</a> to obtain your. Vendor number. Submit PROOF of registration on the Central Supplier Database (CSD Report) <b>SUBMIT SUPPLIER NUMBER AND UNIQUE REFERENCE NUMBER</b>
8.	<b>NB: Pricing Schedule:</b>  <b>REFER TO PAGE 6 and 8 OF 13</b>		<ul style="list-style-type: none"> <li>Submit full details of the Price Proposal in a separate <b>SEALED</b> envelope.</li> <li>Price must be carried over to <b>BOTH SBD 3.3 (Pricing Schedule) and SBD FORM1: (Invitation for Bids)</b>. The <b>Total Bid Amount (CEILING AMOUNT)</b> will be used for the evaluation of bids therefore it must be inclusive of all costs for the duration of the contract)</li> </ul> <b><u>FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL IMMEDIATELY DISQUALIFY A BIDDER.</u></b>
9	<b>IMPORTANT: SUBMISSION OF USB</b>  <b>REFER TO PAGE 5 OF 13</b>		<ol style="list-style-type: none"> <li>Bidders must submit a USB with their proposal- 1 copy of the original document</li> <li>USB to be submitted in pdf format and to be read only</li> <li>All documents to be signed and bidders initial each page</li> </ol> <b><u>FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL IMMEDIATELY DISQUALIFY A BIDDER.</u></b>
10.	<b><u>SUBMISSION OF A LETTER CONFIRMING THE ELECTRICAL BACKUP SOLUTION (NOT AFFECTED BY LOAD SHEDDING)</u></b>		Letter confirming the electrical backup solution (Not affected by load shedding) must be submitted in order to proceed to the next phase (phase 2). <b><u>FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL IMMEDIATELY DISQUALIFY A BIDDER.</u></b>

**ALL BIDDERS THAT COMPLY WITH THE MINIMUM REQUIREMENTS WILL ADVANCE TO PHASE 2.**

## **Phase 2: Functional Evaluation and Compliance to specification**

All bidders that advance to Phase 2 will be evaluated by a panel to determine compliance to the functional requirements of the bid. The functional evaluation will be rated out of 100 points and will be determined as follows:

	EVALUATION CRITERIA	Rating					Weight	Total
		1	2	3	4	5		
1.	Service provider proven years' experience in providing services as contained in the scope of work. (point 5) 1 – No information submitted. 2 – Experience less than 3 years. 3 – Experience of 5 years. 4 – Experience of 5 to 10 years. 5 – Experience of more than 10 years.						40	
2.	Service Provider technological capacity and service offering; 1 – No information provided. 2 – Limited capacity and service offering. 3 – MPLS, Dedicated Hosting Services, Storage Provisioning and Disaster Recovery. 4 – MPLS, Dedicated Hosting, Services, Disaster Recovery, Storage Provisioning and Real-time Monitoring Services. 5 – MPLS, Dedicated Hosting, Services, Disaster Recovery, Storage Provisioning, Real-time Monitoring Services and additional value add from service provider.						40	
3.	Provide a detailed hosting methodology and a project plan. 1 – No information submitted. 2 – Insufficient information submitted. 3 – Detailed hosting methodology and a project plan. 4 – Detailed hosting methodology and a project plan with reporting templates. 5 – Detailed hosting methodology and a project plan with reporting templates and additional value add from service provider.						20	
<b>Total</b>							<b>100</b>	

### **Note:**

- Functionality will count out of 100 points. Bidders must achieve a minimum score of **60 points out of 100** on the functionality evaluation to proceed to the next phase.
- BIDDERS THAT ACHIEVE LESS THAN 60 POINTS ON FUNCTIONALITY WILL BE DISQUALIFIED FOR FURTHER EVALUATION**

## **PHASE 3: PRICING AND PREFERENTIAL PROCUREMENT POLICY**

**Please Note:** CIPC 6.1 Preference Points Claim Form in terms of the PPPFA is attached for claiming above mentioned points, if not completed the company will automatically score 0 points.

### Preferential Procurement Policy

The bidders that have successfully progressed will be evaluated in accordance with the **80/20** preference point system contemplated in the Preferential Procurement Policy Framework Act (Act 5 of 2000).

### Pricing

Pricing will be calculated using the lowest price quoted as the baseline, thus the lowest price quoted will achieve full marks, while all other quotes will achieve a weighted average mark based on the lowest price.

Description	Total
Price	80
BBBEE	20
<b>Total</b>	<b>100</b>

- Provide fixed price quotation for the duration of the contract
- Cost must be VAT inclusive and quoted in South African Rand
- Costing should be aligned with the project activities / project phases

### BROAD BASED BLACK ECONOMIC EMPOWERMENT (BBBEE)

- Provision of the Preferential Procurement Policy Framework Act (PPPFA), Act 5 of 2000 and its regulations 2017 will apply in terms of awarding points.
- Preference Points Claim Form, SBD 6.1 should be completed and signed by the bidder to be able to claim preference points.
- Calculation of points for B-BBEE status level contributor:
- Points will be awarded to a bidder for attaining the B-BBEE status level of contributor in accordance with the table below:
- Failure to submit a certificate from accredited verification agency substantiating the B-BBEE status level of contribution or is a non-compliant contributor, such bidder shall score 0 points out of the allocated maximum points for B-BBEE.

**The bidder with the highest score will be recommended as the successful service provider.**

## 12. BRIEFING SESSION

**PLEASE NOTE THAT THERE IS NO BRIEFING SESSION FOR THIS BID.**

<b>BRIEFING SESSION/ SITE VISITS</b>	<b>NOT APPLICABLE</b>
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### 13. SUBMISSION OF PROPOSALS

Sealed proposals will be received at the Tender Box at the Reception, 77 Mentjies Street, Sunnyside, **the dti** campus, Block F.

**Proposals should be addressed to:**

Manager (Supply Chain Management)  
Companies and Intellectual Property Registration Office  
Block F, **the dti** Campus, 77 Meintjies Street,  
Sunnyside  
PRETORIA

### 14. ENQUIRIES

#### A. Supply Chain Enquiries

Mr Solomon Motshweni OR Ms Ntombi Maqhula  
Contact No: (012) 394 3971 /45344  
E-mail: [SMotshweni@cipc.co.za](mailto:SMotshweni@cipc.co.za) OR [Nmaqhula@cipc.co.za](mailto:Nmaqhula@cipc.co.za)

#### B. Technical Enquiries

Mr Anand Moopanar  
E-mail: [amoopanar@cipc.co.za](mailto:amoopanar@cipc.co.za)

**BIDS OPENING DATE:** 23 OCTOBER 2020  
**BIDS CLOSING TIME:** 11: 00 AM  
**BIDS CLOSING DATE:** 20 NOVEMBER 2020

**PLEASE NOTE: BID PROPOSALS MUST BE SUBMITTED TO CIPC OFFICES BEFORE OR ON THE BID CLOSING DATE AND TIME.**

**NB: IT IS THE PROSPECTIVE BIDDERS' RESPONSIBILITY TO OBTAIN BID DOCUMENTS IN TIME SO AS TO ENSURE THAT RESPONSES REACH CIPC, TIMEOUSLY. CIPC SHALL NOT BE HELD RESPONSIBLE FOR DELAYS IN THE POSTAL SERVICE.**

**NB: COVID -19 REGULATIONS TO BE ADHERED TO**