



**the doj & cd**

Department:  
Justice and Constitutional Development  
REPUBLIC OF SOUTH AFRICA

The Department of Justice and Constitutional Development invites all interested suppliers who are accredited in terms of the SITA TRANSVERSAL CONTRACT RFB 1183/2022 to submit proposals for requirements stipulated below:

<b>DOCUMENT NUMBER:</b>	<b>RFQ 02 2024 – SITA RFB 1183 2022 TRANSVERSAL CONTRACT</b>
<b>RFQ ISSUE DATE:</b>	<b>06 May 2024</b>
<b>RFQ CLOSING TIME AND DATE:</b>	<b>27 MAY 2024 @ 11:00 am</b> (RFQs received after closing date and time as stipulated will not be accepted)
<b>RFQ VALIDITY PERIOD:</b>	<b>120 days from RFQ closing date</b>
<b>DESCRIPTION:</b>	<b>PROVISION OF PROVINCIAL SUPPORT SERVICES FOR THE DEPARTMENT OF JUSTICE AND CONSTITUTIONAL DEVELOPMENT FOR A PERIOD OF 3 YEARS.</b>
<b>PERIOD:</b>	<b>THREE (3) YEARS</b>
<b>BRIEFING SESSION TIME AND DATE:</b>	<b>A non – compulsory briefing session (virtual) will be held as follows:</b> a) Briefing session date – <b>14 May 2024 @ 10:00am</b> b) MS Teams link (the link is on the Departmental website)
<b>RESPONSES TO THIS RFQ MUST BE HAND DELIVERED TO:</b>	<b>THE DEPARTMENT OF JUSTICE AND CONSTITUTIONAL DEVELOPMENT, MOMENTUM BUILDING, 329 PRETORIUS STREET, PRETORIA CENTRAL, (TENDER / BID BOX SITUATED AT THE RECEPTION, (The Department will not accept any bid response send through email)</b>
<b>ANY ENQUIRIES MUST BE:</b>	Send to <a href="mailto:Sourcing@justice.gov.za">Sourcing@justice.gov.za</a> .
<b>DOJ&amp;CD requests your quotation on the goods and/or services listed hereunder and/or on the available RFQ forms. Please furnish all information as requested and return your quotation on or before the date stipulated. Late and incomplete / missing documentations will invalidate the quotation submitted. DOJ&amp;CD is not obliged to accept the lowest or any submission received. DOJ&amp;CD reserves the right to accept the whole or any portion of a quotation.</b>	

*Forum*  
*06/05/2024*

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1. PART A - INVITATION TO BID - SBD 1:

Table 1: Supplier Information

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF JUSTICE AND CONSTITUTIONAL DEVELOPMENT					
BID NUMBER:	RFQ 02 2024 - SITA RFB 1183 2022	CLOSING DATE:	27 MAY 2024	CLOSING TIME:	11:00 am
DESCRIPTION	PROVISION OF PROVINCIAL SUPPORT SERVICES FOR THE DEPARTMENT OF JUSTICE AND CONSTITUTIONAL DEVELOPMENT FOR A PERIOD OF 3 YEARS.				
BID RESPONSE DOCUMENTS MUST BE DEPOSITED IN THE BID BOX SITUATED AT 329 Pretorius Street, c/o Sisulu & Pretorius Street, Pretoria, 0001 (Reception / Entry Point of DOJ&CD entrance) (no email will be accepted)					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Supply Chain Management		CONTACT PERSON	Supply Chain Management	
TELEPHONE NUMBER	N/a		TELEPHONE NUMBER	N/a	
FACSIMILE NUMBER	N/a		FACSIMILE NUMBER	N/a	
E-MAIL ADDRESS	<a href="mailto:Sourcing@Justice.gov.za">Sourcing@Justice.gov.za</a>		E-MAIL ADDRESS	<a href="mailto:Sourcing@Justice.gov.za">Sourcing@Justice.gov.za</a>	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					

SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	

**[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]**

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
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**QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

- IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?  YES  NO
- DOES THE ENTITY HAVE A BRANCH IN THE RSA?  YES  NO
- DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?  YES  NO
- DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?  YES  NO
- IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?  YES  NO

**IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.**

**PART B TERMS AND CONDITIONS FOR BIDDING**

**1. BID SUBMISSION:**

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.

1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7.2).**

**2. TAX COMPLIANCE REQUIREMENTS**

2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.

2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.

2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.

2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.

2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....

(Proof of authority must be submitted e.g. company resolution)

DATE: .....

## **2. RFQ TERMS AND CONDITIONS**

The Department of Justice and Constitutional Development [hereinafter referred to as DOJ&CD] is a National Government Department.

### **2.1 General rules and instructions**

#### **2.1.1 News and press releases**

- (a) Bidders or their agents shall not make any news releases concerning this RFQ or the awarding of the same or any resulting agreement(s) without the consent of and then only in collaboration with DOJ&CD.

#### **2.1.2 Precedence of documents**

- (a) This RFQ also incorporates Annexures/Schedules. Where there is a contradiction in terms between the clauses, phrases, words, stipulations or terms and herein referred to generally as stipulations in this RFQ and the stipulations in any other document attached hereto or the proposal submitted in response thereto, the relevant stipulations in this RFQ shall take precedence.
- (b) Where this RFQ is silent on any matter, the relevant stipulations addressing such matter shall take precedence to the extent that they do not contradict any applicable law, policy or standard. Bidders shall refrain from incorporating any additional stipulations or making amendments to the RFQ document in their proposals submitted in response to this RFQ document. Where any additions or amendments are proposed they should be clearly marked on a separate letter and DOJ&CD will exercise its discretion whether to accept the proposal or not.
- (c) Any amendment or change of any nature made to this document shall only be of force and effect if it is in writing, signed by the delegated DOJ&CD signatory and added to this document as an addendum
- (d) Should the bidder change any wording or phrase in this document without compliance to 2.1.2 (b) and (c) above, the RFQ shall be evaluated as though no change has been made and the original wording or phrases shall be used.
- (e) By submitting a proposal in response to this RFQ, the Bidders hereby accepts all the terms and conditions contained in this document.
- (f) This RFQ is subject to the General Conditions of Contract referred to in this RFQ document which are only negotiable at DOJ&CD's discretion.

#### **2.1.3 Preferential procurement reform**

- (a) DOJ&CD supports B-BBEE as an essential ingredient of its business. In accordance with government policy, DOJ&CD insists that Bidders demonstrate their commitment and performance against B-BBEE in the areas of ownership (shareholding), skills transfer, employment equity and procurement practices (SMME Development), *et cetera*.

#### **2.1.4 Language**

- (a) RFQs shall be prepared in English.



### **2.1.5 Gender**

- (b) Any word implying any gender shall be interpreted to imply all other genders.

### **2.1.6 Headings**

- (a) Headings are incorporated into this RFQ document for ease of reference only and shall not be used for the purposes of interpreting any aspect of this RFQ document.

### **2.1.7 RFQ Clarification**

- (a) DOJ&CD SCM may request written clarification regarding any aspect of this RFQ and RFQs in response to the RFQ. The Bidders must supply the requested information in writing within the specified time frames after the request has been made, otherwise the proposal shall be disqualified. The supplied information shall not change the material aspects of the submission, i.e. RFQ price, the firmness of the price and technical/functionality, *et cetera*.

### **2.1.8 Cancellation of RFQ**

- (a) DOJ&CD reserves the right to cancel this RFQ, reject any proposal and to not award the contract to the lowest Bidders or to award parts of the proposal to different Bidders.

### **2.1.9 RFQ Validity period**

- (a) DOJ&CD has discretion to extend the validity period should the evaluation of this RFQ not be completed within the stipulated validity period. Any Bidders that refuses to extend its validity period without any justifiable reasons will be disqualified
- (b) Upon receipt of the request to extend the validity period of the RFQ, the Bidders must respond within the required time frames and in writing on whether or not it agrees to hold his original RFQ response valid under the same terms and conditions for a further period.

### **2.1.10 Occupational Injuries and Diseases Act 13 of 1993**

- (a) The Bidders warrants that all its employees (including the employees of any sub-contractor that may be appointed) are covered in terms of the Compensation for Occupational Injuries and Diseases Act 13 of 1993 and that the cover shall remain in force for the duration of the adjudication of this RFQ and/ or subsequent agreement. DOJ&CD reserves the right to request the Bidders to submit documentary proof of the bidder's registration and "good standing" with the Compensation Fund, or similar proof acceptable to DOJ&CD.

### **2.1.11 Processing of the bidder's Personal Information**

- (a) All personal information of the bidder, its employees, representatives, associates, and sub-contractors ("Bidder's Personal Information") required under this RFQ is collected and processed for the purpose of assessing the strength and competitiveness of the proposal. The evaluation and award of the contract shall be conducted in accordance with applicable legislation, policies and standards. The bidder is advised that bidder Personal Information may be passed on to third-

parties to whom DOJ&CD is compelled by law to provide such information. For example, where appropriate, DOJ&CD is compelled to submit information to National Treasury's Database of Restricted Suppliers.

- (b) All Personal Information collected will be processed in accordance with POPIA and the DOJ&CD Data Privacy Policy.
- (c) The following persons will have access to the Personal Information that has been collected:
  - (i) DOJ&CD personnel participating in procurement/award procedures; and
  - (ii) Members of the public: within seven working days from the time the RFQ is awarded, the following information will have to be made available on National Treasury's e-Tender portal:
    - (1) contract description and RFQ number
    - (2) names of the successful bidder(s) and preference points claimed
    - (3) the contract price(s) (if possible)
    - (4) contract period
    - (5) names of directors; and
    - (6) date of completion/award.
- (d) DOJ&CD will ensure that the rights of the bidder and of its employees or representatives (i.e. the right of access and the right to rectify) are effectively guaranteed in accordance with the procedures as specified in the DOJ&CD PAIA manual.
- (e) In signing this document, the bidder consents to the use of its Personal Information for the purposes as specified in par. 2.1.12 above.

#### **2.1.12 Formal contract**

- (a) This RFQ, all the appended documentation and the proposal in response thereto read together, form the basis for a formal contract to be negotiated and finalised between DOJ&CD and the enterprise(s) to whom DOJ&CD awards the RFQ in whole or in part.
- (b) Any offer and/or acceptance entered into verbally between DOJ&CD and any bidder will neither constitute a contract nor be binding on the parties.
- (c) This RFQ is subject to Government Procurement: General Contract Conditions, Special Contract Conditions and any other conditions to be finalised during the contracting stage. These conditions are only negotiable at the DOJ&CD's discretion.
- (d) The laws of the RSA shall govern this RFQ and the bidders hereby accept that the courts of the Republic of South Africa shall have jurisdiction over any dispute arising from this RFQ document or the award of a contract in relation to it.
- (e) The RFQ will be awarded to the Prime Contractor and/or bidder who shall be responsible for the management of the awarded contract. No separate contract shall be entered into between DOJ&CD and any subcontractors
- (f) The bidders' response to this RFQ or parts of the response, shall be included as a whole or by reference in the final contract to the extent that it is acceptable to DOJ&CD

#### **2.1.13 Failure to agree before contract conclusion**

- (a) Should the parties at any time before and/or after the communication of the award but prior to the conclusion of the contract fail to agree on any significant product

price or service price adjustments, change in technical specification and/or change in services, *et cetera*, DOJ&CD shall be entitled within 14 (fourteen) days of such failure to agree, to recall the letter of award after giving the Bidder not less than 14 (fourteen) days written notice of such cancellation, in which event all fees on which the parties failed to agree increases or decreases shall, for the duration of such notice period, remain fixed on those fee/price applicable prior to the cancellation.

- (b) Such cancellation shall mean that DOJ&CD reserves the right to award the same proposal to next best Bidders as it deems fit.

#### **2.1.14 Withdrawal of proposal after award**

- (a) Should a bidder withdraw its proposal after accepting the award, DOJ&CD reserves the right to recover any additional expenses incurred by DOJ&CD for having to accept any less favourable proposal or the additional expenditure incurred by DOJ&CD in the preparation of a new RFQ

#### **2.1.15 Oral presentations**

- (a) Bidders who submit RFQs in response to this RFQ may be required to give an oral presentation, which may include, but is not limited to, an equipment/service demonstration of their proposal to DOJ&CD. This provides an opportunity for the bidder to clarify or elaborate on the proposal. This is a fact finding and explanation session only which will not include negotiations. DOJ&CD shall schedule the time and location of these presentations. Oral presentations will be held at DOJ&CD's discretion.

#### **2.1.16 Objection to brand specific requirements**

- (a) Any bidder who has reasons to believe that the RFQ specification is based on a specific brand must inform DOJ&CD within five (5) days from the date of the publication of this RFQ document. Failure to notify DOJ&CD within the stipulated timeframes may result in DOJ&CD not considering the concern.

### **2.2 RFQ Returnable**

**NB:** Prospective bidders MUST package separate submissions in respect of the technical and financial proposals (SBD 3.3) and the financial envelope must be properly sealed.

#### **2.2.1 Administrative Returnable Documents – must be fully completed and signed**

- (a) SBD 1 – Invitation to RFQ
- (b) SBD 4 – Bidder's Disclosure
- (c) SBD 6.1- Preferential Procurement Claim form
- (d) Central Supplier Database report
- (e) Government Procurement General Conditions of Contract.
- (f) Special Conditions of Contract.
- (g) Tender document (fully completed)
- (h) Other Supporting documents

**3. BIDDER'S DISCLOSURE (SBD 4)**

**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 interest<sup>1</sup> 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.

**Table 4**

<b>Full Name</b>	<b>Identity Number</b>	<b>Name of State institution</b>

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 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?

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<sup>1</sup> 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.

**YES/NO**

2.3.1 If so, furnish particulars:

.....  
.....

**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 consortium<sup>2</sup> 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.
- 3.4 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.
- 3.5 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.
- 3.6 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.

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<sup>2</sup> 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.

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

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

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

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

#### 1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
  - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2 **To be completed by the organ of state**
- a) The applicable preference point system for this tender is the **90/10 or 80/20** preference point system.
- b) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.
- 1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
- (a) Price; and
- (b) Specific Goals.
- 1.4 **To be completed by the organ of state:**
- The maximum points for this tender are allocated as follows:

	POINTS
PRICE	90
SPECIFIC GOALS	10
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

- 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 90/10 PREFERENCE POINT SYSTEMS

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

**90/10**

$$Ps = 90 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

Where

Ps = Points scored for price of tender under consideration



Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

#### 4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system)	Number of points claimed (90/10 system) (To be completed by the tenderer)
Historically Disadvantaged individual (HDI)		
Enterprises with ownership of 51% or more by person/s who are black person/s.	5	

Enterprises with ownership of 51% or more by person/s who are women	2	
Enterprises with ownership of 51% or more by person/s who are youth	2	
Enterprise with ownership of 51% or more by person/s with disability	1	

**DECLARATION WITH REGARD TO COMPANY/FIRM**

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation
- Public Company
- Personal Liability Company
- (Pty) Limited
- Non-Profit Company
- State Owned Company

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

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

.....	
<b>SIGNATURE(S) OF TENDERER(S)</b>	
<b>SURNAME AND NAME:</b>	.....
<b>DATE:</b>	.....
<b>ADDRESS:</b>	.....
	.....
	.....

## **5. GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT (GCC)**

### **5.1 Purpose**

- (a) The purpose of this document is to:
  - (i) Draw special attention to certain general conditions (clauses) applicable to government RFQs, contracts and orders; and
  - (ii) To ensure that clients are familiar with regard to the rights and obligations of all parties involved in doing business with government.
- (b) In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.
- (c) The GCC will form part of all RFQ documents and may not be amended
- (d) Conditions of contract relevant to this RFQ, will be compiled separately (if applicable) and will supplement the GCC. Whenever there is a conflict, the provisions in the contract shall prevail

### **5.2 Application**

- (a) These general conditions are applicable to all RFQs, contracts and orders including RFQs for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- (b) Where applicable, contractual provisions will be drafted to cover specific supplies, services or works.

### **5.3 General**

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

### **5.4 Standards**

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

### **5.5 Use of contract documents, information and inspection**

- (a) The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- (b) The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.5(a) except for purposes of performing the contract.
- (c) Any document, other than the contract itself mentioned in GCC clause 5.5(a) shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

- (d) The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

#### **5.6 Patent rights**

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

#### **5.7 Performance security**

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

#### **5.8 Inspections, tests and analyses**

- (a) All pre-bidding testing will be for the account of the bidder.
- (b) If it is a RFQ condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the Bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organisation acting on behalf of the Department.
- (c) If there are no inspection requirements indicated in the Bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- (d) If the inspections, tests and analyses referred to in GCC clauses 5.8(b) and 5.8(c) show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- (e) Where the supplies or services referred to in GCC clauses 5.8(b) and 5.8(c) do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

- (f) Supplies and services which are referred to in GCC clauses 5.8(b) and 5.8(c) and which do not comply with the contract requirements may be rejected.
- (g) Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal, the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- (h) The provisions of GCC clauses 5.8(d) to 5.8(g) shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of clause 5.23 of the GCC.

### **5.9 Packing**

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

### **5.10 Delivery and documents**

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

### **5.11 Insurance**

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

### **5.12 Transportation**

- (a) Should a price other than an all-inclusive delivered price be required, this shall be specified in the contract.

### **5.13 Incidental services**

- (a) The supplier may be required to provide any or all of the following services, including additional services, if any, specified in the contract:

- (i) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
  - (ii) furnishing of tools required for assembly and/or maintenance of the supplied goods;  
furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
  - (iii) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
  - (iv) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- (b) Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

#### **5.14 Spare parts**

- (a) As specified in the contract, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- (i) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
  - (ii) in the event of termination of production of the spare parts:
    - (1) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
    - (2) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

#### **5.15 Warranty**

- (a) The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- (b) This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in the contract.

- (c) The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- (d) Upon receipt of such notice, the supplier shall, within the period specified in the contract and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- (e) If the supplier, having been notified, fails to remedy the defect(s) within the period specified in the contract, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

#### **5.16 Payment**

- (a) The method and conditions of payment to be made to the supplier under this contract shall be specified in the contract.
- (b) The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
- (c) Payments shall be made promptly by the purchaser in accordance with the terms and conditions of contract.
- (d) Payment will be made in South African Rand (ZAR) unless otherwise stipulated in the contract.

#### **5.17 Prices**

- (a) Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his RFQ, with the exception of any price adjustments authorised in the contract or in the purchaser's Request for Quotation validity extension, as the case may be.

#### **5.18 Contract amendments**

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

#### **5.19 Assignment**

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

#### **5.20 Subcontracts**

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

#### **5.21 Delays in the supplier's performance**

- (a) Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- (b) If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall



evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

- (c) No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- (d) The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- (e) Except as provided under GCC clause 5.25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC clause 5.22, unless an extension of time is agreed upon pursuant to GCC clause 5.21(b) without the application of penalties.
- (f) Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

#### **5.22 Penalties**

- (a) Subject to GCC clause 5.25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC clause 5.23.

#### **5.23 Termination for default**

- (a) The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
  - (i) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC clause 5.21(b)
  - (ii) if the Supplier fails to perform any other obligation(s) under the contract; or
  - (iii) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- (b) In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

- (c) Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- (d) If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- (e) Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- (f) If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
  - (i) the name and address of the supplier and / or person restricted by the purchaser;
  - (ii) the date of commencement of the restriction
  - (iii) the period of restriction; and
  - (iv) the reasons for the restriction.
- (g) These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- (h) If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

#### **5.24 Anti-dumping and countervailing duties and rights**

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

### **5.25 Force majeure**

- (a) Notwithstanding the provisions of GCC clauses 5.22 and 5.23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- (b) If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

### **5.26 Termination for insolvency**

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

### **5.27 Settlement of disputes**

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

### **5.28 Limitation of liability**

- (a) Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to GCC clause 5.6:
  - (i) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
  - (ii) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

### **5.29 Governing language**

- (a) The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

### **5.30 Applicable law**

- (a) The contract shall be interpreted in accordance with South African laws, unless otherwise specified in the contract.

### **5.31 Notices**

- (a) The written acceptance of a RFQ will be forwarded to the supplier through a formal written letter of award.
- (b) The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be communicated on the letter.

### **5.32 Taxes and duties**

- (a) A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- (b) A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- (c) No contract shall be concluded with any Bidder whose tax matters are not in order. Prior to the award of a RFQ the Department must be in possession of a tax clearance certificate, submitted by the Bidder. This certificate must be an original issued by the SARS.

### **5.33 National Industrial Participation (NIPP) Programme**

- (a) The NIPP Programme administered by the DTIC shall be applicable to all contracts that are subject to the NIPP obligation.

### **5.34 Prohibition of restrictive practices**

- (a) In terms of section 4(1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a Bidder(s) is / are or a contractor(s) was / were involved in collusive bidding (or RFQ rigging).
- (b) If a Bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
- (c) If a Bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the RFQ(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the Bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the Bidder(s) or contractor(s) concerned.

The above General Conditions of Contract are accepted by:

**Name and Surname** \_\_\_\_\_ **Designation** \_\_\_\_\_

**Bidder:** \_\_\_\_\_ **Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## **ANNEX A: ABBREVIATIONS, TERMS AND DEFINITIONS**

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### **ANNEX A.1: Abbreviations and Acronyms**

AA	Accounting Authority
AO	Accounting Officer
B-BBEE	Broad-Based Black Economic Empowerment
BEE	Black Economic Empowerment
CPI	Consumer Price Index
CSD	Central Supplier Database
DOJ&CD	Department of Justice and Constitutional Development
DTIC	Department of Trade, Industry and Competition
EME	Exempted micro Enterprise
EOI	Expression of Interest
GCC	General Conditions of Contract
ICT	Information and Communication Technology
IS	Information Systems
ISO	International Standards Organisation
IT	Information Technology
ITC	Information Technology Committee
JV	Joint Venture
NIPP	National Industrial Participation Programme
PIN	Personal Identification Number
OEM	Original Equipment Manufacturer
OSM	Original Software Manufacturer
PAIA	Promotion of Access to Information Act, 2 of 2000
POPIA	Protection of Personal Information Act, 4 of 2013
QSE	Qualifying Small Enterprise
RFA	Request for Accreditation
RFB	Request for RFQ
RFI	Request for Information
RFP	Request for Proposal
RFQ	Request for Quotation

RSA	Republic of South Africa
SARB	South African Reserve Bank
SARS	South African Revenue Service
SBD	Standard RFQ Document
SITA	State Information Technology Agency
SLA	Service Level Agreement
SSA	State Security Agency
TCS	Tax Compliance Status
URS	User Requirement Specification
VAT	Value Added Tax

## **ANNEX A.2: Terms and Definitions**

**Acceptable RFQ** - any RFQ which in all respects materially complies with the specifications and conditions set out in this RFQ document.

**B-BBEE** - Broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act.

**B-BBEE contributor status level of contributor** - the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice or Sector Code on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act.

**RFQ** - a written offer in a prescribed or stipulated form in response to an invitation from DOJ&CD for the provision of services, works or goods through price quotations, advertised bidding processes or proposals.

**RFQ price** - price offered by the bidder, excluding value added tax (VAT)

**Bidder** - any juristic/natural person, enterprise, Consortium, partnership, Joint Venture ("JV") or firm that submits a RFQ in response to this RFQ invitation.

**Broad-Based Black Economic Empowerment Act** - the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003).

**Closing time** means the date and hour specified in the bidding documents for the receipt of RFQs.

**Comparative Price** - the price which includes all applicable taxes calculated after the addition or deduction of variable costs and conditional/unconditional discounts, *et cetera*.

**Consortium** - two or more entities joining forces as an umbrella entity to gain a strategic collaborative advantage by combining their expertise, capital, efforts, skills and knowledge for the purpose of delivering the requisite goods, works or services.

**Contract** means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

**Contractor Agent** - any person mandated by a Prime Contractor or consortium/joint venture to do business for and on behalf of, or to represent in a business transaction, the Prime Contractor and thereby acquire rights for the Prime Contractor or consortium/joint venture against DOJ&CD or an organ of state and incur obligations binding the Prime Contractor or consortium/joint venture in favour of DOJ&CD or an organ of state.

**Contract price** means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations

**Co-operative** - an autonomous association of persons united voluntarily to meet their common economic and social needs and aspirations through jointly owned and democratically controlled enterprise organised and operated on co-operative principles.

**Corrupt practice** means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution



**Countervailing duties** are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally

**Country of origin** means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components

**Day** means calendar day

**Delivery** means delivery in compliance of the conditions of the contract or order

**Delivery ex stock** means immediate delivery directly from stock actually on hand.

**Delivery into consignee's store or to his site** means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

**Designated Group** means:

- a) Black designated groups;
- b) Black people;
- c) Exempted Micro Enterprises ("EME");
- d) Women;
- e) People with disabilities;
- f) Small enterprises as defined in sections 1 of the National Small Enterprise Act, 1996 (Act No. 102 of 1996);
- g) Qualifying Small Enterprises ("QSE"); and/or
- h) Youth.

**Designated Sector** - a sector, sub-sector or industry that has been designated by the Department of Trade, Industry and Competition 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;

**Duly sign** - a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual)

**Dumping** occurs when a private enterprise abroad markets its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA

**Et cetera** – means And so forth

**Exempted Micro Enterprise (EME)** – An entity with an annual turnover of R 10 (ten) million or less.

**Firm Price** - 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 a law or regulation is binding on the contractor and demonstrably has influence on the price of any supplies or the rendering cost of any service, for the execution of a contract.

**Force majeure** means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes

**Fraudulent practice** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after RFQ submission) designed to establish RFQ prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

**Goods** – any work, equipment, machinery, tools, materials or anything of whatever nature to be rendered to DOJ&CD or DOJ&CD's delegate by the Successful bidder in terms of this RFQ.

**Imported Content** - that portion of the tender price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs, such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African port of entry.

**Joint Venture** - two or more entities/persons joining together under a contractual agreement to conduct a specific business enterprise with both parties sharing profit and losses. The venture is for one specific project only, rather than for a continuing business relationship as in a strategic alliance. It is about sharing risk with others and providing one or more missing and needed assets and competencies.

**Local content** - that portion of the tender price which is not included in the imported content, provided that local manufacturing does take place;

**Manufacture** means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities

**Military Veterans** - has the meaning assigned to it in section 1 of the Military Veterans Act, 2011 (Act No. 18 of 2011).

**Non-firm Price(s)** - all price(s) other than "firm" price(s).

**Order** means an official written order issued for the supply of goods or works or the rendering of a service

**Organ of State** – means Organ of the State as defined in terms of section 239 of the Constitution of the Republic of South Africa Act 108 Of 1996 (as amended).

**People with disabilities** - people who have a long term or recurring physical or mental impairment which substantially limits their prospects of entry into or advancement in employment or any other economic activity.

**Person(s)** - a natural and/or juristic person(s).

**Personal Information** means personal information as defined in section 1 of the Protection of Personal Information Act, 4 of 2013.

**Price** – includes all applicable taxes less all unconditional discounts.

**Prime Contractor** –any person (natural or juristic) who forwards an acceptable proposal in response to this RFQ with the intention of being the main contractor should the proposal be awarded to him/her.

**Project site** where applicable, means the place indicated in bidding documents

**Proof of B-BBEE contributor status level** means:

- a) the B-BBEE status level certificate issued by an authorised body or person in terms of the B-BBEE legislation;
- b) a sworn affidavit as prescribed by the B-BBEE Code of Good Practice; or
- c) any other requirement prescribed in terms of the Broad-Based Black Economic Empowerment Act.

**Purchaser** means the organisation purchasing the goods

**Rand Value** - the total estimated value of a contract in Rand, calculated at the time RFQs are invited and includes all applicable taxes as well as excise duties.

**RFQ** - Collective name for any type of procurement request, including RFB, RFQ, RFA, RFI, EOI etc

**Rural area** – means

- a) a sparsely populated area in which people farm or depend on natural resources, including villages and small towns that are dispersed through the area; or
- b) an area including a large settlement which depends on migratory labour and remittances and governmental social grants for survival and may have a traditional land tenure system.

**Services** means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract

**SMME** - bears the same meaning as assigned to this expression in the National Small Business Act, 1996 (Act No. 102 of 1996).

**Stipulated minimum threshold** - that portion of local production and content as determined by the Department of Trade, Industry and Competition

**Sub-contract** - the Prime Contractor's and/or Bidder assigning, leasing, making out work to, or employing, another person to support such Prime contractor and/or bidder in the

execution of a part of the contractual obligations for the provision of goods, works or services.

**Subcontractor** - any person (natural or juristic) who is subcontracted a portion of an existing contract by a Prime Contractor. The Subcontractor is not a bidder.

**Successful bidder** - the organisation or person with whom the order is placed and who is contracted to execute the work as detailed in the RFQ response.

**Technical/functionality** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.

**Township** - an urban living area that any time from late 19<sup>th</sup> century until 27 April 1994, was reserved for black people, including areas developed for historically disadvantaged individuals post 27 April 1994.

**Written or in writing** means handwritten in ink or any form of electronic or mechanical writing.

**Youth** - Persons between the ages of 18 and 35 as defined in the National Youth Commission Act 19 of 1996.

## **ANNEX B: TECHNICAL SPECIFICATION**

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### **1. PURPOSE AND BACKGROUND**

#### **1.1. PURPOSE**

- 1.1.1. The purpose of this RFQ is to invite Suppliers (hereinafter referred to as “bidders”) to submit bids for the appointment of a Service Provider for the Provision of Provincial ICT Support Services for a period of three (3) years.

#### **1.2. BACKGROUND**

- 1.2.1. The key mandate of the Department of Justice and Constitutional Development (herein after referred to as the Department) is to support the Administration of Justice and to uphold the Constitution. This is done by implementing an effective and efficient court-based system through the provision of quality legal services to the country’s citizens and the state. In support of these goals, the Department requires well-functioning support services that are in line with best practices and good corporate governance.
- 1.2.2. In supporting the key mandate of the Department, Information and Communication Technology (ICT) is a key strategic enabler in continuously improving (modernising) service delivery to the citizens of our country.
- 1.2.3. To this end, in line with the modernisation journey, the Department has over the years implemented ICT capabilities which include an underlying ICT infrastructure that is required to enable and support business solutions (e.g. core business applications, email, intranet portal, etc.).
- 1.2.4. In order to provide a resilient, responsive and stable ICT infrastructure, the Department supports and maintains its Provincial ICT infrastructure by means of Service Towers in the following structured approach:
  - 1.2.4.1. Service Delivery Management - entails the services that are required for the overall management of all service towers.
  - 1.2.4.2. Network and Server Management
  - 1.2.4.3. User support Managements – entails the infrastructure that is implemented at all offices of the Department that is situated country wide.
  - 1.2.4.4. ICT Assets Management
  - 1.2.4.5. Managed Services (Multi-Function Printers and scanners)
  - 1.2.4.6. Shared Services.
  - 1.2.4.7. Service Request: IMD (installation, move, decommission/delete) services – is defined as service requests for installation, move and decommission/delete of services up to a quantity of 1 500 per month, 18 000 per year and 54 000 during contract duration. These IMD’s may require Departmental approval based on the category of the IMD.
  - 1.2.4.8. Project Services - for the purposes of this bid, projects are regarded as initiatives that will be implemented in the various service towers to achieve a specific business value in a focussed way. Projects are unique in that they have a specific scope (goal), timeframe and cost. Examples of these projects include the upgrading of the court ICT infrastructure, the installation of networks countrywide. and IMD’s where the quantity exceeds a specified value.

## **2. SCOPE OF BID**

### **2.1. SCOPE OF WORK**

In order to provide a resilient ICT infrastructure environment, it is important that a Service Provider is appointed that not only understand the IT environment and is able to provide the required level of service, but the Service Provider also needs to understand the Department and its operating environment as a whole. To that end, the following services will need to be provided as part of the outsourced contract:

#### **2.1.1 Services Delivery Management includes:**

- i. Contract Management;
- ii. Human Resource management;
- iii. Financial Management;
- iv. Customer Relationship management
- v. Operational Support
- vi. Continuous service improvement.
- vii. Service Level Management
- viii. Service Towers Management

#### **2.1.2 Network and Server Management includes:**

- i. Local Area Network (LAN);
- ii. Metropolitan Area Network (MAN);
- iii. Campus Area Network (CAN);
- iv. Software-Defined Local Area Network (SD-LAN)
- v. Remote ICT infrastructure and Applications monitoring
- vi. Remote servers.

#### **2.1.3 User Support management includes**

- i. Desktop Support;
- ii. Mobile/Laptops/Tablets support;
- iii. Computer peripherals support;
- iv. End User Device Management;
- v. End user applications and software support.

#### **2.1.4 ICT Assets Management (hardware and software).**

- i. End user devices
- ii. Network devices and
- iii. server rooms devices
- iv. Third party devices
- v. Datacentre devices
- vi. Unified communication devices (PABX, Telephones)
- vii. CRT, SOS and AVR devices

- viii. UPS devices
- ix. All operating systems and applications software within DOJCD

**2.1.5 Printers and scanners managed services**

- i. Multi-Function Printers devices
- ii. scanners

**2.1.6 Shared Services**

- i. Project Management
- ii. Change Management

**2.1.7 Service request management (IMD)**

- i. Installation
- ii. Move
- iii. Decommission

**2.1.8 Projects**

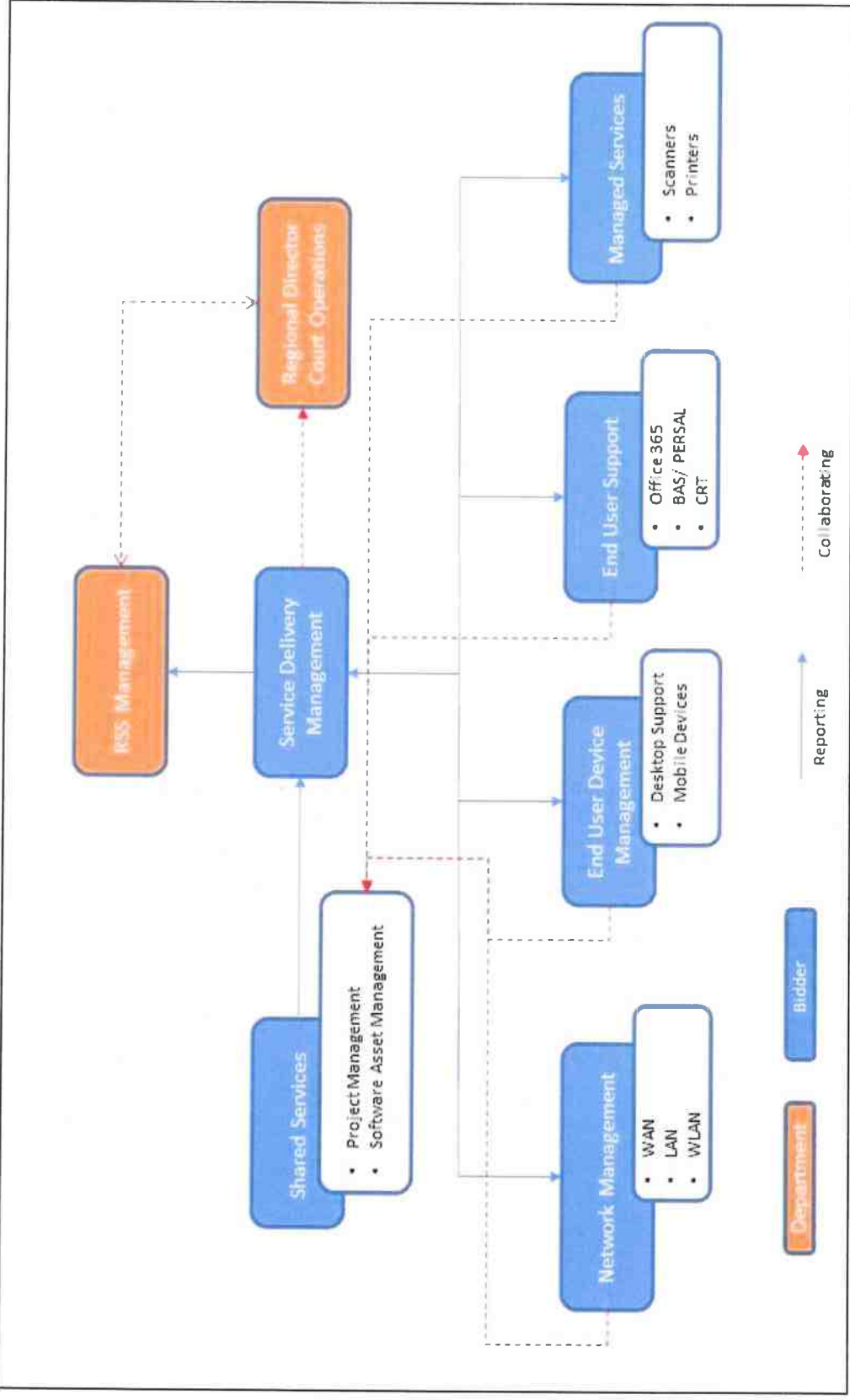
- i. For the purposes of this bid, projects are regarded as initiatives that will be implemented in the various service towers to achieve a specific business value in a focussed way. Projects are unique in that they have a specific scope (goal), timeframe and cost.

**2.2. DELIVERY ADDRESS**

- i. Attached Annexure A, including any other new site that the department may establish during the contact period.

### 2.3. CONTRACT POSITIONING MODEL

2.3.1. The diagram below provides an overview of the contract position model:





## 2.4. CUSTOMER INFRASTRUCTURE AND ENVIRONMENT REQUIREMENTS

2.4.1. The table below provides an overview of the Departments current Provincial ICT landscape. The quantities provided are based on historic data and should be used as reference by bidders into their bid response. It should be noted that depending on how the contract is executed (based on the functional requirements), these quantities might change.

PROVINCIAL SUPPORT SERVICES: LANDSCAPE					
DESCRIPTION	ESTIMATED QUANTITIES				
Total number of offices all lower courts (Magistrate Courts, Periodical courts), Masters of the High Court, State Attorney, Family advocate, Regional offices, Justice College, Magistrate Commission and National office	Province	Number of sites/ Offices	Estimated number of officials	Province Land area in KM squared	Province Land area in Percentage
	Eastern Cape	118	2486	169 966	13.8%
	Free State	82	1286	129 825	10.6%
	Gauteng	69	5678	18 178	1.5%
	KZN	115	2829	94 361	7.7%
	Limpopo	98	1563	125 755	10.3%
	Mpumalanga	81	1179	79 495	6.3%
	North West	62	1303	104 882	8.6%
	Northern Cape	67	843	372 889	30.5%
	Western Cape	91	1966	129 462	10.6%
	Total	783	19133		100%
End user Devices (Laptop including apple, Printers, out of warranty scanners, Tablets including iPads, Multifunction printers, projectors and CRT Management console (Laptops and desktops)	57 000 units				
Switches (Core, Distribution and access), Video conferencing solutions, Access Points, Boardroom Monitors / Interactive Collaboration Boards	6 000 units				
DOJCD datacentres	3				
Local Servers (CRT and File servers)	1200				

## 2.4.2 Calls logged for the period of 23 February 2021 up to 01 September 2023

Region	number of calls	Percentage
Eastern Cape	6354	13%
Free State	3574	7%
Gauteng	13710	28%
KwaZulu-Natal	7230	15%
Limpopo	3252	7%
North west	3163	7%
Northern Cape	2821	6%
Western Cape	4584	9%
Mpumalanga	3746	8%
Total	48434	100%

## 3 MINIMUM FUNCTIONAL REQUIREMENTS: PROVINCIAL SUPPORT TOWERS

### 3.1 Services Delivery Management.

#### 3.1.1 Minimum Functional Requirements

The bidder must, amongst others, provide the following minimum functional requirements for the Provincial Support Service Delivery Management that are in line with the defined (i) service level standards, (ii) the Department's processes, (iii) industry best practices (based on the ITIL framework) and utilising the stipulated toolsets:

- i. Providing overall strategic leadership for the Provincial Support Services.
- ii. Ensuring that all Provincial Support Services processes and procedures are in place, adhered to and are continuously improved.
- iii. Providing overall management for all Provincial Support Service activities.
- iv. Ensuring that the Provincial Support Services is fully resourced (e.g. qualified human resources) in order to meet all requirements and service level standards for the Provincial Support Services.
- v. Ensuring that all Provincial Support Services documentation are in place and are continuously updated and approved to reflect the current state.
- vi. Ensure usage of the Content Management Platform – SharePoint Online/On-Premises for storage & management of all Regional Support Services documentation.
- vii. Providing overall service level management for all Provincial Support Services activities.
- viii. Ensuring that all Provincial Support Service Reviews are attended and that all Provincial Support Services related action items, emanating from the Provincial Support Service Reviews, are implemented.
- ix. Continuously improving the performance of the Provincial Support Services, where required.

- x. Ensuring that the toolsets provided by the Department meet the service requirements by recommending improvements in the toolset configuration to the Department.
- xi. Managing the overall finances (e.g. invoices) for Provincial Support services (specifically services provided by the service provider).
- xii. Managing the implementation of all projects in the Provincial Support services (specifically projects implemented by the service provider).
- xiii. Producing the necessary reports (e.g. trend analysis, service performance) for service improvement and management reporting purposes.
- xiv. Ensuring that comprehensive Regional Support Services reporting is completed using data analysis & business intelligence dashboards.
- xv. Define, document & manage all process and procedures for Regional Support Services as per internal DOJ&CD policies for change control, problem management and knowledge management.

### **3.1.2 Human Resource Requirements:**

The bidder must ensure that, for the duration of the contract, adequate, certified and qualified resources are deployed to deliver the required functions within the stipulated service level standards, taking into consideration the expected business outcomes, the functional requirements, the size of the organization's ICT environment and industry best practices. Therefore, the bidder must ensure that the following resources are provided and are based at DOJCD offices:

- a) **One (1) Provincial Support Service Delivery Manager** (Minimum of an NQF level 7 Bachelor's Degree in IT/Project Management/Program Management or equivalent, ITIL foundation certificate and Cobit with a minimum of 10 years' experience in a similar environment).
- b) **One (1) Operational/ Technical Manager:** (Minimum of an NQF level 6 National Diploma in IT/Project Management/Program Management or equivalent, ITIL foundation certificate and a minimum of 5 years' experience in a similar environment).

## **3.2 Network and Server Management.**

### **3.2.1 Network and server Management includes**

- i. Local Area Network (LAN),
- ii. Campus Area Network (CAN),
- iii. Metropolitan Area Network (MAN),
- iv. Software Define-Local Area Network SD-LAN,
- v. Server Management,

### **3.2.2 The Network and server management includes the following environments:**

- i. Cabinets
- ii. Core, Distribution and Access Switches
- iii. Access Points
- iv. Cabling

- v. Server room maintenance
- vi. Patch panels
- vii. Servers (Court Recording Technology and File server)
- viii. Network Points

### **3.2.3 Basic functional requirements:**

- i. performing preventative, adaptive and perfective maintenance to ensure the optimal functioning of the local area network and server environment.
- ii. managing and executing all service requests (installing, moving and decommissioning).
- iii. managing and resolving all incidents, service requests and problems.
- iv. executing all the changes in accordance with the Department's change management processes.
- v. performing all functions pertaining to IT Service Availability Management.
- vi. performing all functions pertaining to IT Service Capacity Management.
- vii. performing all functions pertaining to IT Service Performance Management.
- viii. performing all functions pertaining to IT Service Continuity Management.
- ix. performing all functions pertaining to the management of security of the local area network (e.g. authentication).
- x. Designing and installing well-functioning computer networks, connections and cabling.
- xi. Produce a network architecture diagram of as-is and to be for LAN infrastructure.
- xii. Performing troubleshooting to system failures and identify bottlenecks to ensure long term efficiency of network
- xiii. Testing and configuring software and maintain and repair hardware and peripheral devices
- xiv. Core Image Build and Deployment Services: Core software image build and deployment services are the services and activities that the Service Provider will provide to DOJ&CD in building and deploying core software images and settings on the end user devices.
- xv. Core software is defined as the suite of software programs used to build the DOJ&CD -defined standard image for a supported device and will contain:
  - Operating System Software (Latest Windows OS).
  - Internet Browser (i.e. Internet Explorer);
  - Remote connectivity Software;
  - Patch Management Software;
  - Security Software; and
  - Standard device settings (remote desktop, Java, browser, security, etc.)

- xvi. ensuring that all the LAN environment software (where applicable) is one version behind the latest version of the OEM (n-1), with the latest version (n) being preferred, except in instances where the Department elects to remain with an older version of the software due to known constraints. This includes the operating system software, firmware for the hardware, patches, etc.
- xvii. producing the necessary reports (e.g. trend analysis, service performance) for service improvement and management reporting purposes.
- xviii. ensuring that the local area network management toolsets provided by the Department meet the service requirements by recommending improvements in the toolset configuration to the Department.
- xix. creating, maintaining and modifying an IP network's hardware, software and virtualized components.
- xx. Keeping documentation of networks, including drawings, descriptions and configurations
- xxi. solution design and business development
- xxii. performing all functions pertaining to the management of the security of the File Synchronization services (e.g. authentication, identity and access management).
- xxiii. producing the necessary reports (e.g. trend analysis, service performance) for service improvement and management reporting purposes.
- xxiv. ensuring that the File Synchronization toolsets provided by the Department meet the service requirements by recommending improvements in the toolset configuration to the Department.
- xxv. ensuring that file synchronization is successfully performed between the end user device and the local servers and thereafter between the local servers and the central data centre.
- xxvi. performing preventative, adaptive, and perfective maintenance to ensure the optimal functioning of the File Synchronization services.
- xxvii. Any new installations or changes are to be accompanied by a Molex Certificate as well as a Visio Diagram indicating Network Point location in relation to office layout before the site installation can be signed off.

#### **3.2.4 Toolsets:**

The bidder must provide adequate tool for Network Engineers, Server Administrators and Network Administrator to deliver the required functions within the stipulated service level standards, taking into consideration the expected business outcomes, the functional requirements, the size of the organization's ICT environment and industry best practices.

The following technologies are currently in use and will be provided by the Department. The bidder is expected to utilise these tools in order to deliver the required services, continuously optimise and maintain the configuration of the tools, for the duration of the contract. Any additional tools recommended by the bidder will be subject to approval by the Department.

- i. Huawei iMaster NCE Campus

- ii. HP SiteScope – for local server (branch and application) operations management.
- iii. Microsoft System Centre (modules: Operations Manager, Configuration Manager) – for local server operations management.

### **3.2.5 Human Resource Requirements:**

The bidder must ensure that, for the duration of the contract, adequate, certified and qualified resources are deployed to deliver the required functions within the stipulated service level standards, taking into consideration the expected business outcomes, the functional requirements, the size of the organization's ICT environment and industry best practices. Therefore, the bidder must ensure that the following resources are provided:

- i. **One (1) Senior Network Engineer:** (Minimum of an NQF level 6 National Diploma in IT or equivalent qualification, MCSE, CCNA and CCNP certificate, ITIL foundation certificate and a minimum of 10 years' experience in a similar environment) **functions** design network and computer security measures, perform network modelling, analysis, and planning,
- ii. **Two (2) Network Specialist/ Administrators:** (Minimum of an NQF level 6 National Diploma in Information Technology or equivalent qualification, MCSE, CCNA and CCNP certificate, ITIL foundation certificate and a minimum of 5 years' experience in a similar environment).
- ii. **Two (2) Network and application performance monitoring administrator:** (Minimum of a Certificate in Information Technology or equivalent qualification, 3+ years' experience supporting IT Monitoring solutions, ITIL foundation certificate or equivalent qualification.
- iii. **Two (2) Senior Server administrator:** (Minimum of an NQF level 6 National Diploma in IT or relevant qualification, Azure Administrator Associate Certification, VMware certificate, Server + Certificate, ITIL foundation certificate and a minimum of 10 years' experience in a similar environment). (The Department is in a process of modernizing the current environment, currently the department works on a client-server environment for Local file server and CRT servers. The objective is to move from this arrangement into a cloud environment. The process would take between 6 months to 18 months to finalize, and therefore the appointed Service Provider is expected to operate in a current setting during those months. This setting will change after 18 months into Cloud environment, and this will be achieved following Roadmap that pave the way for Cloud Computing. Consequently, the appointed Service Provider is expected to adjust resources deployed and utilized to fit into the new model in order to run computing resources efficiently and effectively for the Department.

## **3.3 End User Support Management**

### **3.3.1 For the purposes of this bid, end user support management includes**

- i. End user Support
- ii. End user device support
- iii. Basic LAN (Wired and wireless), CAN, MAN, and SD-LAN support
- iv. UPS devices

### **3.3.2 The end user support management includes the following environment**

- i. Windows Operating system
- ii. Apple operating system
- iii. Android devices
- iv. Video Conferencing systems/solutions
- v. minimal diagnostic support for business applications (e.g. BAS/PERSAL, ICMS etc).  
It is important to note that the Department is piloting Microsoft 365 as a platform for modern workspaces. This include Microsoft Teams, Exchange Online, SharePoint online). As such prospective bidders will be expected to support the Office 365 implementation from a user perspective.
- vi. End user software stack (Drivers, firmware)
- vii. Departmental training labs including Justice College Training labs.

### **3.3.3 Basic Functional Requirements:**

- i. Provide the necessary support for all existing or new hardware and/or software (including computing equipment, system software, application software, etc.) as well as first-level operation support that includes problem identification, diagnosis, troubleshooting and rectification tasks for infrastructure and applications.
- ii. Install and configure desktops, laptops, printers, and access points as required.
- iii. Install and Configure 3<sup>rd</sup> party software on all computers.
- iv. Provide end user support
- v. Provide basic end user training (guidance)
- vi. Provide Local Area Network (LAN) Support
- vii. Provide support for audio and video conferencing solution
- viii. performing preventative, adaptive, and perfective maintenance
- ix. managing and resolving all incidents and problems.
- x. performing all functions as it relates to ensuring the timely restoration of end user business data in the event of it becoming corrupt, lost, or requested.
- xi. Application support and maintenance (Microsoft office including office 365)
- xii. Remote Desktop Service Support.
- xiii. Connecting and supporting UPS Devices
- xiv. For commercial software products, such as operating systems and standard application software, the support engineers shall acquire the necessary skills and knowledge through commercially available documentation or training materials at the expense of the Service Provider.

### **3.3.4 Human Resource Requirements:**

The bidder must ensure that, for the duration of the contract, adequate, certified and qualified resources are deployed to deliver the required functions within the stipulated service level standards, taking into consideration the expected business outcomes, the functional requirements, the size of the organization's ICT environment and

industry best practices. Therefore, the bidder must ensure that the following resources are provided:

- i. **Nine (9) Provincial Service coordinator (Team Leaders):** To oversee service delivery in each province (Minimum of an NQF level 6 National Diploma in IT/Project Management/Program Management, ITIL foundation certificate or equivalent qualification and a minimum of 5 years' experience in a similar environment).
- ii. **Twenty (20) Network Cabling Engineers:** (Minimum of a Matric, N+ Certificate, A+ Certificate, a recognized Structured/UTP Cabling Certification and a minimum of 5 years' experience in a similar environment) responsible for cabling, installation, configuration, and support of network equipment (i.e. access points) across the LAN (wired and wireless), CAN, MAN, and SD-LAN.
- iii. **Fifty seven (57) ICT Desktop support Technicians:** with the following requirements:
  - i. Matric or grade 12 essential
  - ii. A+ and N+ qualification essential
  - iii. 3 years technical experience within a support engineer role
  - iv. Proficiency in various Operating Systems e.g. Windows (Windows XP, Windows 7, Windows 8, Windows 10, Windows 10), and Apple Mac OS (all versions).
  - v. Proficiency in Office Applications (e.g. Microsoft Office (all versions), and Apple Office Suite (iWork)).
  - vi. Strong written and verbal communication skills at all levels
  - vii. Good interpersonal skills
  - viii. Proven customer service experience with strong customer service skills

### **3.3.5 Toolsets:**

The bidder must provide adequate tools for their resources in order to deliver the required functions within the stipulated service level standards, taking into consideration the expected business outcomes, the functional requirements, the size of the organization's ICT environment and industry best practices.

The following toolsets are currently in use and will be provided by the Department. The bidder is expected to utilise these toolsets in order to deliver the required services, continuously optimise and maintain the configuration of the toolsets, for the duration of the contract. Any additional toolset recommended by the bidder will be subject to approval by the Department.

- i. Microsoft Remote Desktop Service (RDS) – user management and support.
- ii. ManagedEngine –for user self-service.

## **3.4 ICT Asset Management (Hardwares and Softwares)**

### **3.4.1 For the purposes of this bid, ICT Asset management includes**

- i. End user devices (Desktop, Laptop. Printer and many more)
- ii. Network devices
- iii. server rooms devices
- iv. Third party devices



- v. Datacentre devices
- vi. Unified communication devices (PABX, Telephones)
- vii. CRT, SOS and AVR devices
- viii. UPS devices
- ix. All operating systems and applications software within DOJCD

#### **3.4.2 Basic Functional Requirements:**

- i. Ensuring that all Asset and Configuration Management processes and procedures are in place (created), adhered to (compliance tracking) and are continuously improved throughout the lifecycle of the contract.
- ii. Ensuring that all the Asset and Configuration Management processes and procedures are reviewed, audited, and updated and a gap analysis and recommendations plan submitted with implementation plan.
- iii. Establishing an accurate IT Assets Register (e.g., hardware, software licenses, business applications) and their configuration information.
- iv. defining, creating, updating, and removing assets and their configuration information in the Department's Configuration Management Database (CMDB)
- v. ensuring that all assets and their configuration information (e.g., warranty status, asset linkages, location) are accurately captured on the CMDB, throughout their lifecycle.
- vi. Producing the necessary configuration management reports.
- vii. Perform an annual audit of all end user computing devices. If the user base increases by 15%, the Service Provider may request DOJ&CD to review the offerings (user base).
- viii. Ensure that the Asset Register includes information on all physical hardware assets in use within the department's ICT Environment.
- ix. Work with the DOJ&CD to ensure that the information in the Asset Register includes information of the Asset Owner, Asset Type, and other Asset attributes.
- x. Ensure that the Asset Register reflects the up-to-date situation and is periodically maintained.
- xi. Provide monthly As-Is state reporting of all ICT Assets within the department using Data Analysis & Business Intelligence dashboard.
- xii. Collaborate with DOJCD SCM asset unit for asset verification.
- xiii. Manage Decommission of assets process.

#### **3.4.3 Updating DOJCD CMDB**

Updating the DOJ&CD asset register with appropriate data which may include:

- i. Manufacturer
- ii. Model
- iii. Serial number
- iv. Asset identification number

- v. Asset location
- vi. Ownership information
- vii. Asset cost information
- viii. Maintenance information and history including the age of the Asset.
- ix. Warranty information
- x. Other billing information (e.g., lease information, DOJ&CD-specific information)
- xi. Movement history (e.g., locations, billing, and user)

#### 3.4.4 Toolset:

- i. The bidder must provide adequate toolsets to deliver the required functions within the stipulated service level standards, taking into consideration the expected business outcomes, the functional requirements, the size of the organization's ICT environment and industry best practices.
- ii. The bidder must propose and an Inventory & Asset Management Toolset for an automated and auditable system for both Software and Hardware Asset Management, the tools set must be able to auto retrieve assets information using mac address.
- iii. The bidder must be a registered reseller and deployment partner of the toolset.
- iv. Enable & utilize available cloud-based OEM end-point management toolsets procured by the department i.e Intune or Similar Tools for all end-user devices.

#### 3.4.5 Human Resource Requirements:

The bidder must ensure that, for the duration of the contract, adequate, certified, and qualified resources are deployed to deliver the required functions within the stipulated service level standards, taking into consideration the expected business outcomes, the functional requirements, the size of the organization's ICT environment and industry best practices. Therefore, the bidder must ensure that the following resources are provided:

- I. **One (1) ICT Asset and Configuration specialist:** Manages configuration items (CIs) and related information. Is responsible for ensuring ICT hardware and software assets and their configurations are known, recorded and accessible. Responsible for maintaining the relationships between the configuration items that make up the services, systems and applications used by the business and verifies that related information is complete, current and accurate Minimum of an NQF level 6 National Diploma in IT/Project Management/Program Management, ITIL foundation certificate or equivalent qualification • Intermediate ITIL Qualification in Service Asset and Configuration Management • 5 years in previous roles within the Service Asset and Configuration Management function.
- II. **Nine (9) Provincial ICT Assets administrators:** To manage DOJCD ICT assets throughout their lifecycles in each province, collaborate with the Finance asset team in ensuring that IT assets and inventory are always updated (Minimum of a certificate

in Information Technology or a related qualification, 3 years' experience supporting IT Asset, ITIL foundation certificate or relevant qualification.

### **3.5 Printers and scanners Managed Service**

For the purpose of this bid Print and scanner management services are related to those services that are required to be managed over its lifecycle, and include the following services:

- i. Managed Print Services.
- ii. Business Scanning Solution Maintenance and Support.

#### **3.5.1 Print Services**

For the purpose of the bid print services include the user connectivity, troubleshooting and configuration of the printer infrastructure. The Department may procure printers via the RT3 Treasury Contract for Managed Printing Services. To that end the Department would want to establish a managed print service that will allow for the centralized management of these printers via the RT3 Contract.

- i. The Service Provider must be a Channel Partner of the current RT3 Contract approved participants or a Participant.
- ii. The Service Provider shall support the operations of multi-function printers for the DOJ&CD.
- iii. The Service Provider shall troubleshoot all basic problems and attend to all requests pertaining to the multifunction printers.
- iv. The Service Provider shall be responsible for the proper configuration and operation of the networked multifunction printers.
- v. The Service Provider shall escalate the issue to the respective printer supplier if the issue cannot be resolved or the printer needs servicing in terms of new updates and patches of driver etc.
- vi. ensuring that all the printer software is one version behind the latest version of the OEM (n-1), with the latest version (n) being preferred, except in instances where the Department elects to remain with an older version of the software due to known constraints. This includes the operating system software, firmware for the hardware, patches, etc.

#### **3.5.2 Business Scanning Solution Maintenance and Support.**

The department has 1300 Fujitsu scanners that are out of warranty nationwide, these scanners are used on ICMS applications for document uploading using Kofax Total Agility platform. For the purpose of the bid, Business Scanning Solution Maintenance and Support services include (i) the management of the current out of warranty business scanner infrastructure (ii) general maintenance of the hardware and software as required.

#### **3.5.3 Functional Requirements:**

- i. Managed printer's environment scanning and assessment
- ii. Out of warranty scanner environment assessment
- iii. perform end user support services to ensure connectivity and functionality of the business printing and scanning solution.
- iv. managing and executing all service requests (installing, moving, and decommissioning).

- v. managing and resolving all incidents and problems.
- vi. executing all the changes in accordance with the Department's change management processes.
- vii. performing all related functions pertaining to the management of third-party suppliers (vendor management).
- II. Cleaning of Brake Roller and Pick Rollers, cleaning of these items will be needed more frequently to avoid feed problems.
- III. Overall scanner cleaning and maintenance
- IV. Scanner installation and configuration on Kofax.
- V. User training on scanner functionality

#### **3.5.4 Human Resource Requirements:**

- a. **Ten (10) Junior IT Technician:** with the following requirements:
  - I. Minimum of an NQF level 5 Matric, N+ Certificate, A+ Certificate
  - II. 1 year technical experience in ict scanner support environment.
  - III. Experience in installing various Operating Systems e.g. Windows (Windows 07, Windows 10).
  - IV. Understanding Office Applications (e.g. Microsoft Office (all versions),

### **3.6 Shared Services**

#### **3.6.1 The Shared Services include the following services:**

- i. Project Management
- ii. Change Management

#### **3.6.2 Basic functional requirements:**

- i. managing the implementation of all projects (specifically for infrastructure operation management).
- ii. ensuring that project management services and related documentation is provided in accordance with the Department's Project Management Framework.
- iii. ensuring that project documents (electronic and signed hard copies) are stored in the Department's project documentation repository in line with the Department's file plan and documentation naming convention standards.
- iv. ensuring that project status reports, including executive reports, is provided within the predefined timeframes, including ad-hoc reports being provided within agreed timeframes.
- v. provide dedicated business change management services.
- vi. Provide reports on the function, including overall change readiness, adoption and business impact, and lessons learnt within the programme
- vii. Register changes
- viii. Review the changes received and validate the change after filtering
- ix. Complete registration of changes by applying the correct change model and providing the change details
- x. Coordinate the assessment phase of the change, and create change planning based upon the assessment information
- xi. After approval, coordinate the change implementation according to the planning created earlier

- xii. Assign tasks to the Change Analysts and perform action based on the outcome of the change implementation
- xiii. After implementation, evaluate the change handling and close the change

### 3.6.3 Human Resource Requirements:

The bidder must ensure that, for the duration of the contract, adequate, certified and qualified resources are deployed to deliver the required functions within the stipulated service level standards, taking into consideration the expected business outcomes, the functional requirements, the size of the organization's ICT environment and industry best practices. Therefore, the bidder must ensure that the following resources are provided:

- a) **One (1) Project Manager:** Minimum of a Bachelor's Degree in Information Technology /Project Management or equivalent qualification, Prince 2 or PMBOK, Cobit 5 or COBIT 2019, and/or ITIL Certification and 5 years' experience in a similar environment
- b) **One (1) Project Coordinators:** Minimum of Diploma in Information Technology /Project Management or equivalent qualification, Prince 2 or PMBOK, or ITIL Certification and 3 years' experience in a similar environment.
- c) **One (1) Change Coordinator:** Minimum of Diploma in Information Technology or a related qualification, ITIL Certification 2 years change management experience.

### 3.7 SERVICE REQUESTS: IMD's

For the purposes of this bid, Service Requests: IMD services include the following services that are provided in the various Service Towers:

- i. **Installation services** - is defined as any installation (new or modification to existing installations) of any hardware and associated software.
- ii. **Move services** - is defined as the physical relocation of any hardware and associated installed software.
- iii. **Decommission (Delete) services** - is defined as the activities required in taking any hardware or software out of service, including preparation for disposal.

#### 3.7.1 Service Requests: IMD's are categorized as follows:

- i. Small IMD - is defined as any single Service Request: IMD (or call) that has a quantity of between 1 to 300 requests (1 and 300 included).
- ii. Medium IMD - is defined as any single Service Request: IMD (or call) that has a quantity of between 301 to 500 requests (301 and 500 included).
- iii. Large IMD - is defined as any single Service Request: IMD (or call) that has a quantity of between 501 to 700 requests (501 and 700 included).
- iv. Any Service Request: IMD that has a quantity greater than 701 is regarded as a project. Please refer to the Projects Services section for further details on these projects.
- v. Service Request: IMD (installation, move, decommission/delete) services – is defined as service requests for installation, move and

decommission/delete of services up to a quantity of 36 000 requests per annual (3 000 per month) and 108 000 for three (3) years included in day-to-day maintenance and support services for both hardware and software.

- vi. These IMD's may require Departmental approval based on the category of the IMD.
- vii. This excludes the Bill of Material for all related components for network points (e.g. cabling, termination points, cabinets, fly lead), including its reticulation (e.g. trucking, routing)
- viii. This also excludes the Bill of Material for all related components for electrical power points (e.g., cabling, power sockets, circuit breakers), including its reticulation (e.g. trucking, routing)
- ix. This includes Labour, transport, and accommodation.
- x. Installing, moving, decommissioning (deleting) of peripherals (e.g. keyboard, mouse) will not be considered and counted as Service Requests: IMD's as these will be dealt with as part of the day-to-day maintenance and support services.
- xi. Where it is stated: "included in day-to-day maintenance and support services" - indicates that the relevant IMD service forms part of the daily maintenance and support services.
- xii. Where it is stated: "up to 3000 per month included in day-to-day maintenance and support services" - indicates that up to 3000 IMD (e.g., setup of a new desktop/laptop, moving of equipment from one office to the other or Decommissioning of Laptops) per month for Provincial support services forms part of the daily maintenance and support services (at no additional charge).
- xiii. Should the 3000 limits be reached in any given month, the Department has provisioned a set amount (based on experience) for IMD's: Provincial support services in the cost model for all bidders, for comparative pricing purposes only. However, for contracting purposes, this provisioned amount will serve as a ceiling amount, against which hardware installations: regional support services will be processed.

### **3.7.2 Minimum functional IMD's (1 to 700)**

- i. ensuring that the costing for this type of service is included in the day-to-day maintenance and support services, considering all the information provided in the specifications. The Department shall not be billed separately for these services.
- ii. implementing the service requests in the various Service Towers and in line with the stipulated service level standards.
- iii. producing relevant reports on the provision of this service.

### **3.7.3 Greater than 3 000 set limit per month**

- i. obtaining prior written approval (through a Statement of Work Authorization) from a duly delegated Departmental official, prior to the execution of work. The Statement of Work Authorization must be in line with the contractual terms and conditions, including pricing.

- ii. The Department has provisioned a set amount of thirty-two million (R32,000,000) based on past utilization and experience for IMD: support services in the cost model for all bidders, for comparative pricing purposes only. However, for contracting purposes, this provisioned amount will serve as a ceiling amount, against which IMD: Provincial Support Services will be processed.
- iii. bidders are required to fully complete Annexure-A (Item Price List) against which certain items and services will be quoted from when providing IMD services.
- iv. implementing the service requests in the various Service Towers and in line with the stipulated service level standards.
- v. for Service Request: IMD's Projects (Hardware Installations: Regional Support Services), where the quantity is greater than 700, the Department reserves the right to offset any cost by utilizing from the 3000-set limit per month. Refer to the Service Request:

### **3.8 PROJECT SERVICE**

The bidder must, amongst others, provide the following minimum functional requirements for Projects Services that are in line with (i) the defined service level standards (ii) the Department's processes (iii) industry best practices and (iv) utilizing the stipulated toolsets:

Project Services - for the purposes of this bid, projects are regarded as initiatives that will be implemented in the various service towers to achieve a specific business value in a focussed way. Projects are unique in that they have a specific scope (goal), timeframe and cost.

Service Request: IMD's where the quantity is greater than 700, will be executed as projects. These projects are unique in that they have a specific scope (goal), timeframe and cost. Examples of these projects include the replacement of desktops countrywide, the installation of networks countrywide, etc.

#### **3.8.1 Project categorization**

For the purposes of this bid, projects are categorized as follows:

- i. Defined Projects,
- ii. IMD projects.

#### **3.8.2 Defined Projects - Functional Requirements:**

##### **3.8.2.1 Transitioning-In services**

- i. Perform required due diligence in terms of the current operating environment at the commencement of the contract.
- ii. providing transitioning-in services (including all necessary handovers) at commencement of the contract for a period of 1 month. It must be noted that this 1-month transitioning-in period will commence prior to the contract period. It is envisaged that the bidder will perform that transitioning-in activities with dedicated transitioning-in resources (e.g. "skeleton" staff) and not necessarily the full complement of resources, as the incumbent service provider will still be required to provide full services up until the end of the incumbent's service provider's contract.
- iii. providing a detailed plan (including roles and responsibilities of the bidder, the Department, and the current service provider) on how transitioning-in services will be provided within the stipulated timeframes.

- iv. ensuring that during the transitioning-in period all tasks are implemented in line with the agreed plan between the Department and the bidder.
- v. ensuring that no services are disrupted during the transitioning-in period.
- vi. providing a costing (as provided for in the cost model) for the provision of transitioning-in services.
- vii. providing a costing (as provided for in the cost model) for the project.

**3.8.2.2 Transitioning-Out services (non-costed project)**

- i. providing transitioning-out services (including all necessary handovers) towards the end of the contract. It must be noted that the transitioning-out activities (including all necessary handovers) must be fully completed 1 month prior to the end of the contract period.
- ii. It is expected that the transitioning-out services will be undertaken by the successful bidders' resources and as such no costs will be incurred by the Department for transitioning-out services.
- iii. providing a detailed plan (including roles and responsibilities of the bidder, the Department, and the new service provider) on how transitioning-out services will be provided within the stipulated timeframes.
- iv. ensuring that during the transitioning-out period all tasks are implemented in line with the agreed plan between the Department and the bidder.
- v. ensuring that no services are disrupted during the transitioning-out period.

**3.8.2.3 Handover/Exit Plan**

- i. The purpose of the exit plan is to affect a smooth and seamless transition of services from the Service Provider to the DOJ&CD or the DOJ&CD's supplier.
- ii. The Service Provider shall propose an exit plan to ensure that a clear end-to-end service management is outlined six (6) months from the Tender award date.
- iii. The exit plan shall define the criteria for termination and the scope of the exit plan shall include the following:
  - a. Processes and procedures of the current operations
  - b. Roles and responsibilities of each project personnel
  - c. Definition of major milestones of the transition
  - d. Schedule for hand-over of outstanding tasks
  - e. Operation Manuals
  - f. Security procedures
- iv. The Exit Transition period shall be managed and supervised by the DOJ&CD. The DOJ&CD will ensure that the exit plan is developed, the Exit Transition is appropriately staffed, and the plan is executed in an orderly manner to achieve its business objectives. The DOJ&CD will also ensure that the termination process progresses in a timely manner and warrants the quality of the deliverables.
- iii. The Service Provider's Service Delivery Manager (SDM) will provide support to the DOJ&CD during the Exit Transition period. The SDM shall contribute information to accelerate and/or improve the process of termination / transition and assure that the plans developed are realistic.



- iv. The Service Provider shall continue to help in terms of termination / transition consulting and related services, as the DOJ&CD deems necessary.

**3.8.3 Functional Requirements:**

- 3.8.3.1 obtaining approval of a Scope of Work Authorization that is defined as a written approval that is obtained from a duly delegated Departmental official, prior to the implementation of a project. The Statement of Work Authorization must be in line with the contractual terms and conditions.
- 3.8.3.2 Implementing and managing these Projects
- 3.8.3.3 The Department has provisioned a set a budget for these Projects in the cost model for all bidders, for comparative pricing purposes only. However, for contracting purposes, this provisioned amount will serve as a ceiling amount, against which these Projects services will be processed.
- 3.8.3.4 all required hardware and software for Projects will be provided by the Department.
- 3.8.3.5 bidders are required to fully complete Annexure-A (Item Price List) against which certain items and services will be quoted from when providing Project services.

**4 BID EVALUATION STAGES**

- i. The bid evaluation process consists of several stages that are applicable according to the nature of the bid as defined in the table below.
- ii. **The bidder must qualify for each stage to be eligible to proceed to the next stage of the evaluation.**

Stage	Description	Applicable for this bid YES/NO
Stage 1	Administrative pre-qualification verification	YES
Stage 2	Local Content and Production evaluation (if applicable)	NO
Stage 3A	Technical Mandatory requirement evaluation	YES
Stage 3B	Technical Functionality requirement evaluation	YES
Stage 3C	Technical Proof of Concept requirement evaluation	NO
Stage 4	Special Conditions of Contract verification	YES
Stage 5	Price / Specific Goals evaluation	YES

## **ANNEX B.1: ADMINISTRATIVE PRE-QUALIFICATION**

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### **5. ADMINISTRATIVE PRE-QUALIFICATION REQUIREMENTS**

#### **5.1. ADMINISTRATIVE PRE-QUALIFICATION VERIFICATION**

- (1) The bidder **must comply** with ALL of the bid pre-qualification requirements in order for the bid to be accepted for evaluation.

If the Bidder failed to comply with any of the administrative pre-qualification requirements, or if the DOJ&CD is unable to verify whether the pre-qualification requirements are met, then DOJ&CD reserves the right to-

- (a) Reject the bid and not evaluate it, or
- (b) Accept the bid for evaluation, on condition that the Bidder must submit within 7 (seven) days any supplementary information to achieve full compliance, provided that the supplementary information is administrative and not substantive in nature.

#### **5.2. ADMINISTRATIVE PRE-QUALIFICATION REQUIREMENTS**

- (1) **Submission of bid response:** The bidder has submitted a bid response documentation pack –
  - (a) that was delivered at the correct physical or postal address and within the stipulated date and time as specified in the “Invitation to Bid” cover page, and;
  - (b) In the correct format as one original document, one copy and two copies on memory stick / USB.
- (2) **Attendance of briefing session:** Non-Compulsory virtual briefing session
- (3) **Registered Supplier.** The bidder is, in terms of National Treasury Instruction Note 4A of 2016/17, registered as a Supplier on National Treasury Central Supplier Database (CSD).

## ANNEX B.2: TECHNICAL MANDATORY REQUIREMENTS

### 6. TECHNICAL MANDATORY

#### 6.1. INSTRUCTION AND EVALUATION CRITERIA

- (1) The bidder **must comply with ALL the requirements by providing substantiating evidence** in the form of documentation or information, failing which it will be regarded as “NOT COMPLY”.
- (2) The bidder **must provide a unique reference number** (e.g. binder/folio, chapter, section, page) to locate substantiating evidence in the bid response. During evaluation, DOJ&CD reserves the right to treat substantiation evidence that cannot be located in the bid response as “NOT COMPLY”.
- (3) The bidder **must complete the declaration of compliance** as per section 6.3 below by marking with an “X” either “COMPLY”, or “NOT COMPLY” with ALL of the technical mandatory requirements, failing which it will be regarded as “NOT COMPLY”.
- (4) The bidder **must comply with ALL the TECHNICAL MANDATORY REQUIREMENTS** in order for the bid to proceed to the next stage of the evaluation.
- (5) **No URL references or links will be accepted as evidence.**

#### 6.2. TECHNICAL MANDATORY REQUIREMENTS

<b>TECHNICAL MANDATORY REQUIREMENTS</b>	<b>Substantiating evidence of compliance</b> (used to evaluate bid)	<b>Evidence reference</b> (to be completed by bidder)
<p>6.2.1. This RFQ is invited in terms of SITA Contract RFB 1183/2022 and its Engagement Model. The bidder confirms that they are accredited on SITA RFB 1183/2022 for the various services requested in this RFQ.</p> <p>6.2.2. The following key Services as associated with the respective ICN descriptions, in terms of SITA RFB 1183/2013 are applicable:</p> <p><b>1. ICT MANAGEMENT</b></p> <p>i. Project Management: ICN no.81112011-005</p> <p>ii. Project Administration support: ICN no. 81112011-005</p> <p><b>2. ICT SERVICE SUPPORT MANAGEMENT</b></p> <p>i. Service Management Centre Services: ICN no. 81112011-0047</p> <p>ii. Service Level Management: ICN no. 81112011-0048</p>	<p>Award letter / Accreditation letter from SITA confirming accreditation thereof of against the proposed ICN no and across the 9 Provinces</p> <p>A Service Provider approved in a specific province/s cannot be used to provide a service in province/s for which they are not accredited, with the one exception, if there are no service providers accredited for this service in the particular province;</p> <p><b>NB:</b> In an instance the main bidder is not accredited across all the above mentioned ICN numbers and 9 Provinces, bidders are advised to enter into a partnership / Joint Venture agreement / sub-contract with those accredited to ensure</p>	<p>&lt;provide unique reference to locate substantiating evidence in the bid response – see Annex B, 11&gt;</p>

<b>TECHNICAL MANDATORY REQUIREMENTS</b>	<b>Substantiating evidence of compliance (used to evaluate bid)</b>	<b>Evidence reference (to be completed by bidder)</b>
iii. Problem Management: ICN no. 81112011-0049 iv. Incident Management: ICN no. 81112011-0050 v. ICT Configuration Management: ICN no. 81112011-0051 vi. Performance and Capacity Management: ICN no. 81112011-0052 vii. Change and Release Management: ICN no. 81112011-0053 <b>3. LAN AND DESKTOP SERVICES</b> i. LAN Planning and Design: ICN no. 81112011-0066 ii. LAN Support: ICN no. 81112011-0067 iii. LAN and Desktop Support: ICN no. 81112011-0068	fully compliance with SITA regulations.  Failure to fully comply with this requirement, bidder(s) will be disqualified from the evaluation process.	
<b>6.2.3. MOLEX CERTIFIED INSTALLER</b>	The bidder must attach/submit accreditation letter/certificate from Molex confirming accreditation, the certificate must be valid for the duration of the contract	Accreditation letter/certificate must be attached

### 6.3 DECLARATION OF COMPLIANCE

	<b>Comply</b>	<b>Not Comply</b>
The bidder declares by <b>indicating with an "X"</b> in either the "COMPLY" or "NOT COMPLY" column that –  (a) The bid complies with each and every TECHNICAL MANDATORY REQUIREMENT as specified in SECTION 6.2 above; AND (b) Each and every requirement specification is substantiated by evidence as proof of compliance.		

## ANNEX B.3: TECHNICAL FUNCTIONAL MANDATORY REQUIREMENTS

### 7. TECHNICAL FUNCTIONALITY MANDATORY REQUIREMENTS

#### 7.1. INSTRUCTION AND EVALUATION CRITERIA

7.1.1 The bidder **must complete in full all of the TECHNICAL FUNCTIONALITY requirements.**

7.1.2 Where necessary, the bidder **must provide a unique reference number** (e.g. binder/folio, chapter, section, page) to locate substantiating evidence in the bid response. During evaluation, DOJ&CD reserves the right to treat substantiation evidence that cannot be located in the bid response as “NOT COMPLY”.

7.1.3 **Evaluation per requirement.** The evaluation (scoring) of bidders' responses to the requirements will be determined by the completeness, relevance and accuracy of substantiating evidence. Each TECHNICAL FUNCTIONALITY MANDATORY requirement will be evaluated using a rating –as indicated per functionality requirement.

7.1.4 **Weighting of requirements:** The full scope of requirements will be determined by the following weights:

No.	Technical Functionality Mandatory Requirements	Weighting
1.	Overall Bidder Experience	15%
2.	Provincial Support Services – Bidder Geographical Reach	15%
3.	Network and Local Servers Management	15%
4.	User support Management	15%
5.	Continuous Improvement Program	3%
6.	Major Incidents/Problem Management	3%
7.	ICT Assets Management (software and hardware)	15%
8.	Knowledge Management	2%
9.	Service Request -Installations, Moves and Decommission (Deletions) IMD	15%
10.	Contract Transitioning (Transitioning-In and Transitioning-Out)	2%
<b>TOTAL</b>		<b>100%</b>

7.1.5 **Minimum threshold.** To be eligible to proceed to the next stage of the evaluation the bid must achieve a minimum threshold score of **70%**.

7.1.6 **Scoring Matrix.**

Score	Meaning	Explanation
0	<ul style="list-style-type: none"> <li>○ No evidence</li> <li>○ Nonresponsive</li> </ul>	Does not comply, no evidence / no reference / no information / no inputs.
1	<ul style="list-style-type: none"> <li>○ Very poor</li> </ul>	Information provided does not meet the technical requirements
2	<ul style="list-style-type: none"> <li>○ Poor</li> <li>○ Inadequate</li> </ul>	No satisfactory information / evidence not enough to substantiate.
3	<ul style="list-style-type: none"> <li>○ Good</li> <li>○ Fully meet the requirement</li> </ul>	Comply with the minimum specification requirement
4	<ul style="list-style-type: none"> <li>○ Exceed requirements</li> <li>○ Very good / Best practice</li> </ul>	Fully meet the specification requirement and complies with the requirement, with additional innovation, best practice standards and benchmark models.

**7.2. TECHNICAL FUNCTIONALITY MANDATORY REQUIREMENTS**

<b>TECHNICAL FUNCTIONALITY MANDATORY REQUIREMENTS</b>	<b>Substantiating evidence of compliance</b> <i>(used to evaluate bid)</i>	<b>Weighting %</b>	<b>Evidence reference</b> <i>(to be completed by bidder)</i>
<b>Overall Bidder Experience</b> <b>1. Services Delivery Management:</b> I. Contract Management; II. Human Resource management; III. Financial Management; IV. Customer Relationship management V. Operational Support management VI. Continuous service improvement. VII. Service Level Management VIII. Project Management IX. Shared services management	In view of the functional requirements, the size of the organization's ICT environment, the number of and geographically distributed nature of the Department's offices, describe, considering all the information provided in the specifications, your organisation's experience relating to the following Service Towers:  a) Indicate your experience (specifically related to these services) and in which customer organisations (minimum three) you have successfully provided the above services. Your response must include: i. the name of the organisation(s)	15%	Provide unique reference to locate substantiating evidence in the bid response

<b>TECHNICAL FUNCTIONALITY MANDATORY REQUIREMENTS</b>	<b>Substantiating evidence of compliance</b> <i>(used to evaluate bid)</i>	<b>Weighting %</b>	<b>Evidence reference</b> <i>(to be completed by bidder)</i>
	<ul style="list-style-type: none"> <li>ii. the quantity of ICT end-users (per organisation, minimum 10000 end users).</li> <li>iii. a signed letter (on organization letterhead) of confirmation from each organisation where similar services have been rendered.</li> <li>iv. each organisation relevant contact person and their contact details.</li> <li>v. Number of years providing a similar service, minimum number of three (3) years will be considered.</li> </ul>		
<p>2.Provincial Support Services – Bidder Geographical Reach and human resource management</p>	<p>In view of the functional requirements, the size of the organization’s ICT environment, the number of and geographically distributed nature of the Department’s offices, and the stipulated service level standards, describe, considering all the information provided in the specifications:</p> <ul style="list-style-type: none"> <li>a) your organisations experience in supporting geographically distributed offices country-wide?</li> <li>b) your approach on ensuring that the stipulated service level targets are achieved for those offices that are located in far outlying, rural and remote geographical areas?</li> <li>c) your approach on ensuring that the qualified human resources are available at all times (start of the contract until the end of it) and have the necessary skill sets,</li> <li>d) your approach in dealing with incidents that were not resolved within the stipulated service level targets (SLA)?</li> <li>e) your approach in utilising performance reports to improve service delivery?</li> </ul>	15%	Provide unique reference to locate substantiating evidence in the bid response

<b>TECHNICAL FUNCTIONALITY MANDATORY REQUIREMENTS</b>	<b>Substantiating evidence of compliance</b> <i>(used to evaluate bid)</i>	<b>Weighting %</b>	<b>Evidence reference</b> <i>(to be completed by bidder)</i>
	<p>f) indicate in which customer organisations you have successfully provided Provincial Support Services of a geographically distributed nature. Your response must include:</p> <ul style="list-style-type: none"> <li>i. the name of the organisation(s) (a minimum of 3).</li> <li>ii. the quantity of ICT end-users (per organisation).</li> <li>iii. a signed letter of confirmation from each organisation where similar services have been rendered.</li> <li>iv. each organisation relevant contact person and their contact details.</li> </ul>		



<b>TECHNICAL FUNCTIONALITY MANDATORY REQUIREMENTS</b>	<b>Substantiating evidence of compliance</b> <i>(used to evaluate bid)</i>	<b>Weighting %</b>	<b>Evidence reference</b> <i>(to be completed by bidder)</i>
<p><b>3. Network and Server Management</b></p> <p>I. Local Area Network (LAN);</p> <p>II. Metropolitan Area Network (MAN);</p> <p>III. Campus Area Network (CAN);</p> <p>IV. Software-Defined Local Area Network (SD-LAN)</p> <p>V. Remote ICT infrastructure and Applications monitoring</p> <p>VI. Remote servers.</p>	<p>The management of the Network and Local Servers at the Departments offices is considered highly important to the Department for Service Continuity. Considering all the information provided in the specifications, describe:</p> <p>a) how will you manage Availability within the stipulated service level standards?</p> <p>b) how will you manage Performance within the stipulated service level standards?</p> <p>c) how will you manage Continuity service improvement within the stipulated service level standards?</p> <p>d) indicate in which customer organisations you have successfully provided Network and Local Servers Availability, Capacity, Performance and Continuity management services. Your response must include:</p> <p>i. the name of the organisation(s) (a minimum of 3).</p> <p>ii. information that substantiates your success in respect of providing the above services.</p> <p>iii. each organisation relevant contact person and their contact details.</p>	15%	Provide unique reference to locate substantiating evidence in the bid response
<p><b>4. User Support Management:</b></p> <p>I. Desktop Support;</p> <p>II. Mobile/Laptops/Tablets support;</p> <p>III. Computer peripherals support;</p>	<p>Please provide specific details of your organization in supporting more than 10000 end users, show the operational aspects of your end user support managements.</p> <p>This could include:</p> <p>a. Your ability to work with different teams to resolve issues</p>	15%	Provide unique reference to locate substantiating evidence in the bid response

<b>TECHNICAL FUNCTIONALITY MANDATORY REQUIREMENTS</b>	<b>Substantiating evidence of compliance</b> <i>(used to evaluate bid)</i>	<b>Weighting %</b>	<b>Evidence reference</b> <i>(to be completed by bidder)</i>
IV. End User Device Management; V. End user applications and software support.	b. How are you going to manage incidents that have been logged by end users? c. Your capacity to provide support and maintenance outside the normal hours that d. Your ability to meet and exceed the SLAs suggested in this document e. how will you ensure the accuracy of asset and configuration information being captured on the CMDB in respect of End User Devices? f. how will you monitor, report and take the necessary actions in respect of compliancy to the approved standard software image stack in respect of End User Devices? g. how will you monitor, report and take the necessary actions in respect of ensuring the synchronisation of business data between the End User Device and the Local Servers? h. Your response must include: <ul style="list-style-type: none"> <li>i. the name of the organisation(s)(a minimum of 3).</li> <li>ii. information that substantiates your success in respect of providing the above services.</li> <li>iii. each organisation relevant contact person and their contact details.</li> </ul>		
5. Continuous Improvement Program	The Department's Provincial Support Services strives to continuously improve its services to the users. This includes the establishment, implementation and monitoring of a Provincial Support Services Continuous Improvement Program. Considering the above as well as all the information provided in the specifications, describe:	3%	Provide unique reference to locate substantiating evidence in the bid response

<b>TECHNICAL FUNCTIONALITY MANDATORY REQUIREMENTS</b>	<b>Substantiating evidence of compliance</b> <i>(used to evaluate bid)</i>	<b>Weighting %</b>	<b>Evidence reference</b> <i>(to be completed by bidder)</i>
	<ul style="list-style-type: none"> <li>a) how will you establish a Provincial Support Services Continuous Improvement Program?</li> <li>b) how will you implement and monitor a Provincial Support Services Continuous Improvement Program?</li> <li>c) how will you incorporate advisory services (e.g. industry best practices, trends, research, etc.), into the Continuous Improvement Program, where such advice will be at the Department's discretion for implementation?</li> </ul>		
6. Major Incidents/Problem Management	<p>The way Major Incidents/Problems are managed until resolved is considered highly important to the Department to ensure service restoration and service continuity as efficiently as possible. Considering all the information provided in the specifications, describe:</p> <ul style="list-style-type: none"> <li>a) how will you go about managing the resolution of the major incidents/problems until such time that the problem is resolved?</li> <li>b) how would you handle major incidents/problems where the resolution involves multiple Third-Party Suppliers (Vendors)?</li> <li>c) how would you manage a Third-Party Supplier (Vendor) who defers the investigation of a major incident/problem to other Third Party (Vendors) Suppliers, without having initially investigated the issue on their part?</li> <li>d) how will you go about communicating progress of the major incidents/problems</li> </ul>	3%	Provide unique reference to locate substantiating evidence in the bid response

<b>TECHNICAL FUNCTIONALITY MANDATORY REQUIREMENTS</b>	<b>Substantiating evidence of compliance</b> <i>(used to evaluate bid)</i>	<b>Weighting %</b>	<b>Evidence reference</b> <i>(to be completed by bidder)</i>
	<p>with the relevant users, where required?</p> <p>e) how will you ensure that the necessary root cause analysis reports are duly compiled and utilised for such future major incidents/problems?</p>		
<p>7. ICT Assets Management (hardware and software).</p> <ul style="list-style-type: none"> <li>i. End user devices</li> <li>ii. Network devices and</li> <li>iii. server rooms devices</li> <li>iv. Third party devices</li> <li>v. Datacentre devices</li> <li>vi. Unified communication devices (PABX, Telephones)</li> <li>vii. CRT, SOS and AVR devices</li> <li>viii. UPS devices</li> <li>ix. All operating systems and applications software within DOJCD</li> </ul>	<p>Describe how your organization will be able to managed and support more than 15 000 ICT assets both software and hardware (tangible and intangible), show the operational aspects of your asset's management.</p> <ul style="list-style-type: none"> <li>A. How will you ensure that an organization's assets are accounted for, deployed, maintained, upgraded, and disposed of when the time comes.</li> <li>B. How will you make sure that the assets register is up to date in regards to assets location, user name, assets full description, warranty status and many more.</li> <li>C. Which ICT assets management software will you recommend for DOJCD ICT environment,</li> <li>D. license model of the recommended assets management software.</li> </ul>	15%	Provide unique reference to locate substantiating evidence in the bid response
<p>8. Knowledge Management</p>	<p>The Department will be implementing Knowledge Management, in which amongst others, knowledge articles are created in order to improve service turnaround times. Considering all the information provided in the specifications, describe:</p> <ul style="list-style-type: none"> <li>a) how will you establish a continuous program for Knowledge Management?</li> <li>b) how will you implement and monitor a continuous</li> </ul>	2%	Provide unique reference to locate substantiating evidence in the bid response

<b>TECHNICAL FUNCTIONALITY MANDATORY REQUIREMENTS</b>	<b>Substantiating evidence of compliance</b> <i>(used to evaluate bid)</i>	<b>Weighting %</b>	<b>Evidence reference</b> <i>(to be completed by bidder)</i>
	<p>Knowledge Management program?</p> <p>c) how will you improve First Line Call Resolution by enriching first line agents with resolution information stored in the Knowledge Base?</p> <p>d) how will you ensure that the Knowledge Base is continuously updated with Known Errors through continuous engagement with all resolver groups (including Third Party Suppliers (Vendors)?</p> <p>e) how will you establish a self-help mechanism for end users to utilise the Knowledge Base in resolving incidents/service requests other than logging calls with the service desk?</p>		
<p>9. Service Requests – Installations, Moves, Decommissions (Deletions) (IMD) and Projects</p>	<p>The way Service Requests: Installations, Moves, decommissions (Deletions) calls are logged and managed until resolved is considered highly important to the Department. Considering the functional requirements related to how IMD services will be provided, describe:</p> <p>a) how will you meet all functional requirements of IMD services within the stipulated service level standards?</p> <p>b) how are you planning to provide IMD services considering that these services are to be provided alongside incident management services and other services as part of the daily maintenance and support?</p> <p>c) How are you going to implement IMD projects?</p> <p>d) Project Implementation Methodology Bidders must describe their proposed actions</p>	<p>15%</p>	<p>Provide unique reference to locate substantiating evidence in the bid response</p>

<b>TECHNICAL FUNCTIONALITY MANDATORY REQUIREMENTS</b>	<b>Substantiating evidence of compliance</b> <i>(used to evaluate bid)</i>	<b>Weighting %</b>	<b>Evidence reference</b> <i>(to be completed by bidder)</i>
	(methodology) to be employed when implementing ICT projects		
10. Contract Transitioning and (Transitioning-In and Transitioning-Out)	<p>The way the bidder will perform the Contract Transitioning (Transitioning-In and Transitioning-Out) is considered critical to the Department. Considering the functional requirements related to Contract Transitioning (Transitioning-In and Transitioning-Out) services, and how the Service Towers and their details have been defined and the Contract Positioning Model in this bid, describe for:</p> <p>a) Transitioning-In Services:</p> <ol style="list-style-type: none"> <li>i. how will you meet all functional requirements for Contract Transitioning-In services at the commencement of the contract?</li> <li>ii. please provide a Transitioning-In project plan detailing the activities (including the necessary handovers), the roles and responsibilities (bidder, Department and current service provider), in line with the stipulated timeframes, that will be executed during the Contract Transitioning-In period.</li> </ol> <p>b) Transitioning-Out Services:</p> <ol style="list-style-type: none"> <li>i. how will you meet all functional requirements for Contract Transitioning-Out services at the end of the contract period?</li> <li>ii. please provide a Transitioning-Out project plan detailing the activities (including the necessary handovers), the roles and responsibilities (bidder, Department and new incumbent), in line with the stipulated timeframes, that will be executed</li> </ol>	2%	Provide unique reference to locate substantiating evidence in the bid response

<b>TECHNICAL FUNCTIONALITY MANDATORY REQUIREMENTS</b>	<b>Substantiating evidence of compliance</b> <i>(used to evaluate bid)</i>	<b>Weighting %</b>	<b>Evidence reference</b> <i>(to be completed by bidder)</i>
	during the Contract Transitioning- Out period.		

## **ANNEX B.4: SPECIAL CONDITIONS OF CONTRACT (SCC)**

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### **8. SPECIAL CONDITIONS OF CONTRACT**

#### **8.1. INSTRUCTION**

- (1) The successful supplier will be bound by Government Procurement: General Conditions of Contract (GCC) as well as this Special Conditions of Contract (SCC), which will form part of the signed contract with the successful Supplier. However, DOJ&CD reserves the right to include or waive the condition in the signed contract.
- (2) DOJ&CD reserves the right to –
  - (a) Negotiate the conditions, or
  - (b) Automatically disqualify a bidder for not accepting these conditions.
- (3) In the event that the bidder qualifies the proposal with own conditions and does not specifically withdraw such own conditions when called upon to do so, DOJ&CD will invoke the rights reserved in accordance with subsection 8.1(2) above.
- (4) The bidder must **complete the declaration of acceptance** as per section 8.3 below by marking with an “X” either “ACCEPTS ALL” or “DO NOT ACCEPT ALL”, failing which the declaration will be regarded as “DO NOT ACCEPT ALL” and the bid will be disqualified.

#### **8.2. SPECIAL CONDITIONS OF CONTRACT**

##### **(1) CONTRACTING CONDITIONS**

- (a) **Formal Contract.** The Supplier must enter into a formal written Contract (Agreement) with DOJ&CD. The service level agreement and/or execution plan must be signed by the delegated authority and service provider within 90 days from the date of acceptance of the letter of award or a at a date agreed upon
- (b) **Right of Award.** DOJ&CD reserves the right not to award the bid for the required goods or services.
- (c) **Right to Audit.** DOJ&CD reserves the right, before entering into a contract, to conduct or commission an external service provider to conduct a financial audit or probity to ascertain whether a qualifying bidder has the financial wherewithal or technical capability to provide the goods and services as required by this tender.

- (2) **DELIVERY ADDRESS.** The supplier must deliver the required products or services at

**(a) The physical locations as specified in section 2.2 above.**

##### **(4) SERVICES AND PERFORMANCE METRICS**

- a) The Supplier is responsible to provide the following Services and Performance Metrics in line with the Mandatory Minimum Service Level Standards.
- b) The tables below stipulate the service elements, service levels, targets and penalties that will apply.



**i. MINIMUM SERVICE LEVEL STANDARDS - PROVINCIAL SUPPORT SERVICES**

SLA Type	Description	Mean Time To Respond	Mean Time To Resolve	Overall Target	Penalty	Target (for first 6 months)
Provincial Support Services - Generic SLA's	Incidents: Call resolution quality	n/a	n/a	98% of all incidents not re-opened after resolution (including incidents related to a problem).	10% of the monthly Provincial Support Service tower cost.	same as overall target
	Service requests: Call resolution quality	n/a	n/a	98% of all service requests not re-opened after resolution.	10% of the monthly Provincial Support Service tower cost.	same as overall target
	Problem Management: Problem resolution quality	n/a	n/a	90% of all problems not re-opened after resolution.	10% of the monthly Provincial Support Service tower cost.	overall target revised to 80%
	Major Incidents: recommendation implementation	n/a	n/a	100% of all Major Incidents approved recommendations implemented within agreed timeframes.	10% of the monthly Provincial Support Services tower cost	same as overall target
	Major Incidents: Resolution Report	1 hour	8 hours	100% of all Resolution Report provided after the resolution.	10% of the monthly Provincial Support Services tower cost.	same as overall target

SLA Type	Description	Mean Time To Respond	Mean Time To Resolve	Overall Target	Penalty	Target (for first 6 months)
	Problem Management: Root Cause Analysis: recommendation implementation	n/a	n/a	100% of all Root Cause approved recommendations implemented within agreed timeframes.	10% of the monthly Provincial Support Services tower cost	same as overall target
	Problem Management: Root Cause Analysis Report	1 hour	16 hours	100% of all Root Cause reports provided within SLA timeframes.	10% of the monthly Provincial Support Services tower cost	same as overall target
	Major Incident/Problem -Preliminary / Self- Investigations - Feedback (from the time a Major Incident/problem has been declared)	1 hour	2 hours	100% Preliminary / Self-Investigations - Feedback provided within SLA timeframes	10% of the monthly Provincial Support Services tower cost	same as overall target
	Major Incident/Problem -Compulsory SWAT Team Gathering (from the time a Major Incident/problem SWAT team gathering been declared)	1 hour	4 hours	90% of all SWAT team gatherings / engagement within SLA timeframes.  Participation in Major Incident/Problem	10% of the monthly Provincial Support Services tower cost.	same as overall target

SLA Type	Description	Mean Time To Respond	Mean Time To Resolve	Overall Target	Penalty	Target (for first 6 months)
				Management and Representation by Technical Leads/Manager is essential.		
	Service Management: Supported application Performance PSS services should always conform at a service threshold of seven (7) seconds	n/a	Daily, weekly, monthly	<7 seconds overall response time (per screen transition) for all supported business applications and related services.	10% of the monthly Provincial Support Services tower cost.	same as overall target
	Service Management Reports: (e.g. Availability, Capacity, Continuity, Performance).	n/a	daily, weekly, monthly	100% of all performance management reports (including analysis and recommendations) provided within agreed SLA timeframes	10% of the monthly Provincial Support Service tower cost.	same as overall target
Network Management	Cabinets, Switches, Cabling, Network Points:	1 hour	16 Hours	98% of all calls resolved within SLA timeframes (after infrastructure is	15% of the monthly Provincial Support Service tower cost.	overall target revised to 95%

SLA Type	Description	Mean Time To Respond	Mean Time To Resolve	Overall Target	Penalty	Target (for first 6 months)
(cabinets, switches, cabling, network points)	install, decommission, move,			provided by the Department (if any))		
	Capacity Management Report - port availability	n/a	weekly	100% of all capacity management reports (including analysis and recommendations) provided within agreed timeframes	10% of the monthly Provincial Support Service tower cost.	targets not applicable for first 6 months
	Switches: availability	n/a	n/a	98% uptime	15% of the monthly Provincial Support Service tower cost.	overall target revised to 95%
	Cabinets, Cabling, Points: Switches, Network service recovery (break-fix)	1 hour	8 hours	98% of all calls resolved within SLA timeframes.	15% of the monthly Provincial Support Service tower cost.	overall target revised to 95%
	Switches: software patch management	n/a	n/a	98% of all software patches implemented within approved change windows.	15% of the monthly Provincial Support Service tower cost.	overall target revised to 95%

SLA Type	Description	Mean Time To Respond	Mean Time To Resolve	Overall Target	Penalty	Target (for first 6 months)
	Switches: service recovery (break-fix) – In warranty and requires OEM (vendor management)	1 hour	8 hours (plus maximum 16 hours for OEM)	98% of all calls resolved within SLA timeframes.	15% of the monthly Provincial Support Service tower cost.	overall target revised to 90%
	Switches: firmware currency	n/a	As per agreed timeframes	100% compliance to the approved OEM firmware version, except in instances where the Department elects to remain with an older version of the firmware.	15% of the monthly Provincial Support Service tower cost.	overall target revised to 95%
Servers Management (Access servers and Application servers)	Access servers and Application servers: install, move, decommission	1 hour	16 Hours	98% of all calls resolved within SLA timeframes.	15% of the monthly Provincial Support Service tower cost.	overall target revised to 90%
	Access servers and Application servers: availability	n/a	n/a	98% uptime.	15% of the monthly Provincial Support Service tower cost.	overall target revised to 95%

SLA Type	Description	Mean Time To Respond	Mean Time To Resolve	Overall Target	Penalty	Target (for first 6 months)
	Access servers and Application servers: service recovery (break-fix)	1 hour	8 hours	98% of all calls resolved within SLA timeframes.	15% of the monthly Provincial Support Service tower cost.	overall target revised to 95%
	Access servers and Application servers: software patch management	n/a	n/a	98% of all software patches implemented within approved change windows.	15% of the monthly Provincial Support Service tower cost.	overall target revised to 95%
	Access servers and Application servers: software currency (includes the operating system software, firmware for the hardware, patches, etc.)	n/a	As per agreed timeframes	100% compliance to the approved OEM software version (n-1), except in instances where the Department elects to remain with an older version of the software.	15% of the monthly Provincial Support Service tower cost.	overall target revised to 95%
User support Management (Desktops, Laptops, Scanners, Printers, Multi-Function)	End User Devices: install, move, decommission	1 hour	16 hours	98% of all calls resolved within SLA timeframes. (after equipment is provided by the Department (if applicable))	15% of the monthly Provincial Support Service tower cost.	overall target revised to 80%

SLA Type	Description	Mean Time To Respond	Mean Time To Resolve	Overall Target	Penalty	Target (for first 6 months)
Devices, Mobile Devices, etc., managed services)	End User service (break-fix) – In warranty and does not require OEM (e.g. administration)	1 hour	12 hours	98% of all calls resolved within SLA timeframes.	15% of the monthly Provincial Support Service tower cost.	overall target revised to 95%
	End User service (break-fix) – In warranty and requires OEM (vendor management)	1 hour	12 hours (plus maximum 16 hours for OEM)	98% of all calls resolved within SLA timeframes.	15% of the monthly Provincial Support Service tower cost.	overall target revised to 90%
	End User software currency (approved standard image stack)	n/a	n/a	97% of end user devices compliant to the approved standard image stack.	15% of the monthly Provincial Support Service tower cost.	overall target revised to 93%
Provincial Support Services Management	Tower Service Performance Improvement (overall)	n/a	4 quarterly reports per annum	100% of all quarterly reports (operational improvements) completed.	10% of the quarterly (3 months) Provincial Support Service tower cost.	same as overall target
	Configuration Management	1 hour	16 hours	99% maintained after resolving call (at a minimum, measured	30% of the monthly Provincial Support Service tower cost.	same as overall target

SLA Type	Description	Mean Time To Respond	Mean Time To Resolve	Overall Target	Penalty	Target (for first 6 months)
	(Hardware and Software): Maintain (create, update and delete)			by random sampling of a minimum of 200 CIs).		
	Configuration Management (Hardware and Software): Accuracy	n/a	n/a	99% CMDB accuracy (at a minimum, measured by random sampling of a minimum of 200 CIs).	30% of the monthly Provincial Support Service tower cost.	overall target revised to 90%
	Policies, standards, instructions, operating procedure manuals	n/a	Create and implement within 3 months from the contract commencement	100% of all Policies, processes, standards, work instructions, standard operating procedure manuals in place and continuously updated to reflect the current state	10% of the monthly Provincial Support Services tower cost	overall target revised to 90%
			Updated within 5 days from Departmental			



SLA Type	Description	Mean Time To Respond	Mean Time To Resolve	Overall Target	Penalty	Target (for first 6 months)
			approved change			
	Tower Documentation Update (e.g. operational documentation, floor plans, architectural designs)	n/a	within 4 days after call resolved, but prior to call closure	100% of all documents in place and continuously updated to reflect the current state. (measured by random sampling)	10% of the monthly Provincial Support Service tower cost.	same as overall target
	Provincial Support Tower Service Reviews	n/a	n/a	100% of all Provincial Support Tower Service Reviews attended. 100% of all Provincial Support related items, emanating from the Provincial Support Service Reviews, implemented.	10% of the monthly Provincial Support Service tower cost.	
	Finance management (e.g. invoices)	n/a	by the 10th day of the following month	100% of all invoices due by the 10th day of the following month.	No financial penalty, however, disputes may be imposed by the Department, should	same as overall target

SLA Type	Description	Mean Time To Respond	Mean Time To Resolve	Overall Target	Penalty	Target (for first 6 months)
					this service standard not be achieved.	
	Projects implementation management	n/a	n/a	100% of all projects implemented in line with the approved statement of work (scope, timeframes, cost).	10% of the approved Statement of Work.	same as overall target

**ii. MINIMUM SERVICE LEVEL STANDARDS – SERVICE DELIVERY MANAGEMENT SERVICES**

SLA Type	Description	Mean Time To Respond	Mean Time To Resolve	Overall Target	Penalty
Service Delivery Management Services	Overall processes, procedures and all other	n/a	5 days after document sign-off	100% of all processes, procedures and all other documentation stored in the	15% of the monthly Service Delivery Management Tower cost.

SLA Type	Description	Mean Time To Respond	Mean Time To Resolve	Overall Target	Penalty
	documentation – central repository.			Department's documentation repository.	
	Generic Processes and procedures	n/a	n/a	100% of processes and procedures in place and continuously updated to reflect the current state defined under Service Delivery Management For the first six months- overall target revised to 90%	10% of the monthly Service Delivery Management Tower cost.
	Audit findings and recommendations	n/a	within agreed timeframes	100% of all audit findings remediation are implemented within agreed timeframes.	10% of the monthly Service Delivery Management Tower cost.
	Finance management (e.g. invoices)	n/a	by the 10th day of the following month	100% of all invoices due by the 10th day of the following month.	No financial penalty, however, service disputes may be imposed by the Department, should this service standard not be achieved.
	Overall Finances management (e.g. invoice reconciliations)	n/a	n/a	100% accuracy of all financial reconciliations.	No financial penalty, however, service disputes may be imposed by the Department, should this service standard not be achieved.

SLA Type	Description	Mean Time To Respond	Mean Time To Resolve	Overall Target	Penalty
	Processes, and Procedures: Major Incident/Problem Management	n/a	Create and implement – within 3 months from the contract commencement  Updated – within 5 days from Departmental approved change	100% of all Processes and Procedures for Major Incident/Problem Management are in place and continuously updated to reflect the current state	10% of the monthly Service Delivery Tower cost
	Processes, and Procedures: Third Party Supplier (Vendor) Management	n/a	Create and implement – within 3 months from the contract commencement  Updated – within 5 days from Departmental approved change	100% of all Processes and Procedures for Third Party Supplier (Vendor) Management are in place and continuously updated to reflect the current state	10% of the monthly Service Delivery tower cost
	Processes, and Procedures: Change Management and Release Management	n/a	Create and implement – within 3 months from the	100% of all Processes and Procedures for Change and Release Management are in place and continuously	10% of the monthly Service Delivery tower cost

SLA Type	Description	Mean Time To Respond	Mean Time To Resolve	Overall Target	Penalty
			contract commencement	updated to reflect the current state	
			Updated – within 5 days from Departmental approved change		
	Processes, and Procedures: Asset and Configuration Management (Hardware and Software)	n/a	Create and implement – within 3 months from the contract commencement	100% of all Processes and Procedures for Asset and Configuration Management are in place and continuously updated to reflect the current state	10% of the monthly Service Delivery tower cost
			Updated – within 5 days from Departmental approved change		
	Processes, and Procedures: Knowledge Management	n/a	Create and implement – within 3 months from the contract commencement	100% of all Processes and Procedures for Knowledge Management are in place and continuously updated to reflect the current state	10% of the monthly Service Delivery tower cost

SLA Type	Description	Mean Time To Respond	Mean Time To Resolve	Overall Target	Penalty
			Updated – within 5 days from Departmental approved change		
	Processes and procedures: (Major Incident/Problem Management, Third Party Supplier (Vendor) Management, Change and Release Management, Asset and Configuration Management and Knowledge Management)	n/a	4 reviews per annum	100% of all processes and procedures for Major Incident/Problem Management, Third Party Supplier (Vendor) Management, Change and Release Management, Asset and Configuration Management and Knowledge Management are in place and continuously updated to reflect the current state.	10% of the monthly Service Delivery tower cost.
	Problem Management: Root Cause Analysis: recommendation implementation	n/a	n/a	100% of all Root Cause Analysis approved recommendations implemented within agreed timeframes.	10% of the monthly Service Delivery tower cost
	Problem Management: Root Cause Analysis Report	1 hour	16 hours	100% of all Root Cause Analysis reports provided within SLA timeframes.	10% of the monthly Provincial Support Services tower cost

SLA Type	Description	Mean Time To Respond	Mean Time To Resolve	Overall Target	Penalty
	Major Incident/Problem Management -Preliminary / Self-Investigations - Feedback (from the time a Major Incident/problem has been declared)	1 hour	2 hours	100% Preliminary / Self-Investigations – Feedback provided within SLA timeframes	10% of the monthly Service Delivery tower cost
	Major Incident/Problem Management -Compulsory SWAT Team Gathering (from the time a Major Incident/problem SWAT team gathering been declared)	1 hour	4 hours	90% of all SWAT team gatherings / engagement within SLA timeframes.  Participation in Major Incident/Problem Management and Representation by Technical Leads/Manager is essential.	10% of the monthly Service Delivery tower cost.
	Overall Reporting (executive management reports)	n/a	weekly, monthly	100% of all reports provided within agreed SLA timeframes.	10% of the monthly Service Delivery Management tower cost.
	Change and Release Management: Approval of change and releases	n/a	n/a	100% of changes and releases implemented with prior approval.	25% of the monthly Service Delivery Management tower cost.

SLA Type	Description	Mean Time To Respond	Mean Time To Resolve	Overall Target	Penalty
	Change and Release Management: Reports; Adhoc system generated and written reports	n/a	within agreed timeframes	100% of all Change and Release Adhoc system reports generated and written within agreed timeframes.	10% of the monthly Service Delivery Management tower cost.
	Asset and Configuration Management (Hardware and Software): Maintain (create, update and delete)	1 hour	16 hours	99% CMDB maintained after resolving call (at a minimum, measured by random sampling of a minimum of 100 CIs).	30% of the monthly Service Delivery Management tower cost.
	Asset and Configuration Management (Hardware and Software): Accuracy (e.g. Quantity, Location, Ownership, Configuration Information, etc)	n/a	n/a	99% CMDB accuracy (at a minimum, measured by random sampling of a minimum of 100 CIs).	30% of the monthly Service Delivery Management tower cost.
	Asset and Configuration Management: Reports; Adhoc system generated and written reports	n/a	within agreed timeframes	100% of all Change and Release Adhoc system reports generated and written within agreed timeframes.	10% of the monthly Service Delivery Management tower cost.



SLA Type	Description	Mean Time To Respond	Mean Time To Resolve	Overall Target	Penalty
	Overall Service Performance improvement	n/a	4 reports per annum	100% of all quarterly reports (operational improvements) completed.	10% of the quarterly Service Delivery Management tower cost.
	Service Management: Delivery Bidder Representative(s)	n/a	n/a	100% availability of the Service Delivery Management Team resource unless unavailability has been approved and contingencies in place.	20% of the monthly Service Delivery Management tower cost.
	Knowledge Management Knowledge Base - Knowledge Articles (Accuracy)	n/a	n/a	95% of the Knowledge Base is continuously updated with all Knowledge Articles to reflect the current state	20% of the quarterly Service Delivery Management tower cost.
	Knowledge Management: Knowledge Base - Knowledge Articles (Published)	n/a	n/a	95% of all approved Articles published.	15% of the quarterly Service Delivery Management Tower cost.
	Knowledge Management: Knowledge Articles linked to service requests for Self Service	n/a	n/a	90% of Knowledge Articles linked to service requests for Self Service	10% of the quarterly Service Delivery Management Tower cost

SLA Type	Description	Mean Time To Respond	Mean Time To Resolve	Overall Target	Penalty
	Knowledge Management: Reports; adhoc system generated and written reports	n/a	within agreed timeframes	100% of all Knowledge Management adhoc system generated and written reports provided within agreed timeframes.	10% of the monthly Service Delivery Management Tower cost.
	Monthly report on all Customer feedback ratings and utilization including corrective actions and improvement initiatives	n/a	Monthly report - no later than the 10th working day of each month	100% of all reports provided within SLA timeframes.	10% of the quarterly Service Delivery Management Tower cost.

iii. **MINIMUM SERVICE LEVEL STANDARDS – IMD**

SLA Type	Description	Mean Time To Respond	Mean Time To Resolve	Overall Target	Penalty
Small IMD (1 to 300)	Small IMD (1 to 300): Implementation	1 day	5 days	98% of all service request calls resolved within SLA timeframes.	10% of the monthly applicable Service Tower cost.
Medium IMD (301 to 500)	Medium IMD (301 to 500): issuing of work approval	1 day	2 days	100% of all work approvals issued within SLA timeframes.	5% of the monthly applicable Service Tower cost.
	Medium IMD (301 to 500): Implementation	n/a	10 working days (from obtaining Departmental work approval)	98% of all service request calls resolved within SLA timeframes.	10% of the monthly applicable Service Tower cost.

SLA Type	Description	Mean Time To Respond	Mean Time To Resolve	Overall Target	Penalty
Large IMD (501 to 100)	Large IMD (501 to 700): issuing of work approval	1 day	3 days	100% of all work approvals issued within SLA timeframes.	5% of the monthly applicable Service Tower cost.
	Large IMD (501 to 700): Implementation	n/a	20 days (from obtaining Departmental work approval)	98% of all service request calls resolved within SLA timeframes.	10% of the monthly applicable Service Tower cost.
IMD Greater than 700	Any IMD that has a quantity greater than 700 is regarded as a project. Please refer to the Projects Services section for further details on projects.				
Hardware Installations: Regional Support Services (3000 set limit)	Reconciliation: 3000 set limit per month	n/a	n/a	100% accuracy of reconciliation of 3000 set limit per month for hardware installation: regional support services	5% of the monthly Regional Support Services Tower cost.

**iv. MINIMUM SERVICE LEVEL STANDARDS – PROJECTS AND TRANSITIONING**

SLA Type	Description	Mean Time to Respond	Mean Time To Resolve	Overall Target	Penalty
Transitioning-In services	Provision of a detailed plan (including roles and responsibilities of the bidder, the Department and the current service provider) with timeframes on how Transitioning-In services will be provided	1 day	10 days from contract commencement date	Detailed Plan issued within SLA timeframes	5% of the Transitioning-in services amount.

SLA Type	Description	Mean Time to Respond	Mean Time To Resolve	Overall Target	Penalty
Transitioning-Out services (Non-costed)	Transitioning-in services – implementation	n/a	1 month prior to contract commencement date	100% of services implemented in line with the approved plan.	15% of the Transitioning-In services amount.
	Provision of a non-costed detailed plan (including roles and responsibilities of the bidder, the Department and the current service provider) with timeframes on how Transitioning-Out services will be provided.	1 day	6 months prior to the contract expiry date	Detailed Plan issued within SLA timeframes	20% of the Transitioning-Out services amount.
Other Projects to be initiated during the contract period	Transitioning-Out services – implementation	n/a	by the last month of the contract	100% of Transitioning-out services implemented in line with the approved plan.	30% of the month Service Delivery Management tower cost.
	Overall Projects - issuing of statement of work authorisations	1 day	10 days	100% of all statement of work authorisations issued within SLA timeframes.	5% of the value of the statement of work authorisation.
	Overall Projects - implementation management	n/a	n/a	100% of all projects implemented in line with the approved statement of work (scope, timeframes, cost) and Departmental Project Management Framework.	10% of the value of the statement of work authorisation.
	Overall Projects – documentation	n/a	n/a	100% of all project's documentation stored in the Department's project documentation repository.	10% of the value of the statement of work authorisation.
	Overall Project Finances management (e.g. invoices)	n/a	Project invoices – within agreed timeframes	100% of all invoices due submitted within agreed timeframes.	No financial penalty, however, service disputes may be

SLA Type	Description	Mean Time to Respond	Mean Time To Resolve	Overall Target	Penalty
	Overall Projects - status reporting (e.g. project status reporting)	n/a	weekly, monthly	100% of all reports provided within agreed SLA timeframes.	imposed by the Department, should this service standard not be achieved. 10% of the monthly Service Delivery Management tower cost.

(5) **SUPPLIER PERFORMANCE REPORTING**

- (a) The service provider will be required to provide reports, including presentations on status of the project on a weekly basis / as required.
- (b) All reporting will be aligned to DOJ&CD approved templates.

(6) **CERTIFICATION, EXPERTISE AND QUALIFICATION**

- (b) The Supplier represents that,
  - (i) it has the necessary expertise, skills, qualifications and ability to undertake the work required in terms of the Statement of Work or Service Definition and;
  - (ii) it is committed to provide the Services; and
  - (iii) perform all obligations detailed herein without any interruption to DOJ&CD.
- (c) The Supplier must provide the service in a good and workmanlike manner and in accordance with the practices and high professional standards used in well-managed operations performing services similar to the Services;
- (d) The Supplier must perform the services in the most cost-effective manner consistent with the level of quality and performance as defined in Statement of Work or Service Definition.

(7) **LOGISTICAL CONDITIONS**

- (e) The service provider will be expected to deliver the service/product requirements as per scope of work.
- (f) In the event that DOJ&CD grants the Supplier permission to access DOJ&CD's Environment including hardware, software, internet facilities, data, telecommunication facilities and/or network facilities remotely, the Supplier must adhere to DOJ&CD's relevant policies and procedures (which policy and procedures are available to the Supplier on request) or in the absence of such policy and procedures, in terms of, best industry practice.
- (c) **Tools of Trade.** As per Section 3 above.
- (d) **On-site and Remote Support.** As per Section 3 above.

(2) **REGULATORY, QUALITY AND STANDARDS**

- (a) The Supplier must for the duration of the contract ensure compliance with Protection of Personal Information Act, 2013 (POPIA).

(3) **PERSONNEL SECURITY CLEARANCE**

- (a) The Supplier personnel who are required to work with GOVERNMENT CLASSIFIED information or access government RESTRICTED areas must be a South African Citizen and at the expense of the Supplier be security vetted (pre-employment screening, criminal record screening and credit screening).
- (b) The Supplier must ensure that the security clearances of all personnel involved in the Contract remains valid for the period of the contract.
- (c) The Supplier must provide proof of security vetting

**(8) CONFIDENTIALITY AND NON-DISCLOSURE CONDITIONS**

- (a) The Supplier, including its management and staff, must before commencement of the Contract, sign a non-disclosure agreement regarding Confidential Information.
- (b) Confidential Information means any information or data, irrespective of the form or medium in which it may be stored, which is not in the public domain and which becomes available or accessible to a Party as a consequence of this Contract, including information or data which is prohibited from disclosure by virtue of:
  - (i) the Promotion of Access to Information Act, 2000 (Act no. 2 of 2000);
  - (ii) being clearly marked "Confidential" and which is provided by one Party to another Party in terms of this Contract;
  - (iii) being information or data, which one Party provides to another Party or to which a Party has access because of Services provided in terms of this Contract and in which a Party would have a reasonable expectation of confidentiality;
  - (iv) being information provided by one Party to another Party in the course of contractual or other negotiations, which could reasonably be expected to prejudice the right of the non-disclosing Party;
  - (v) being information, the disclosure of which could reasonably be expected to endanger a life or physical security of a person;
  - (vi) being technical, scientific, commercial, financial and market-related information, know-how and trade secrets of a Party;
  - (vii) being financial, commercial, scientific or technical information, other than trade secrets, of a Party, the disclosure of which would be likely to cause harm to the commercial or financial interests of a non-disclosing Party; and
  - (viii) being information supplied by a Party in confidence, the disclosure of which could reasonably be expected either to put the Party at a disadvantage in contractual or other negotiations or to prejudice the Party in commercial competition; or
  - (ix) information the disclosure of which would be likely to prejudice or impair the safety and security of a building, structure or system, including, but not limited to, a computer or communication system; a means of transport; or any other property; or a person; methods, systems, plans or procedures for the protection of an individual in accordance with a witness protection scheme; the safety of the public or any part of the public; or the security of property; information the disclosure of which could reasonably be expected to cause prejudice to the defence of the Republic; security of the Republic; or international relations of the Republic; or plans, designs, drawings, functional and technical requirements and specifications of a Party, but must not include information which has been made automatically available, in terms of the Promotion of Access to Information Act, 2000; and information which a Party has a statutory or common law duty to disclose or in respect of which there is no reasonable expectation of privacy or confidentiality;
- (b) Notwithstanding the provisions of this Contract, no Party is entitled to disclose Confidential Information, except where required to do so in terms of a law, without the prior written consent of any other Party having an interest in the disclosure;

- (c) Where a Party discloses Confidential Information which materially damages or could materially damage another Party, the disclosing Party must submit all facts related to the disclosure in writing to the other Party, who must submit information related to such actual or potential material damage to be resolved as a dispute;
- (d) Parties may not, except to the extent that a Party is legally required to make a public statement, make any public statement or issue a press release which could affect another Party, without first submitting a written copy of the proposed public statement or press release to the other Party and obtaining the other Party's prior written approval for such public statement or press release, which consent must not unreasonably be withheld.

**(9) INTELLECTUAL PROPERTY RIGHTS**

- (a) DOJ&CD retains all Intellectual Property Rights in and to DOJ&CD's Intellectual Property. As of the Effective Date, the Supplier is granted a non-exclusive license, for the continued duration of this Contract, to perform any lawful act including the right to use, copy, maintain, modify, enhance and create derivative works of DOJ&CD's Intellectual Property for the sole purpose of providing the Products or Services to DOJ&CD pursuant to this Contract; provided that the Supplier must not be permitted to use DOJ&CD's Intellectual Property for the benefit of any entities other than DOJ&CD without the written consent of DOJ&CD, which consent may be withheld in DOJ&CD's sole and absolute discretion. Except as otherwise requested or approved by DOJ&CD, which approval is in DOJ&CD's sole and absolute discretion, the Supplier must cease all use of DOJ&CD's Intellectual Property, at of the earliest of:
  - (i) termination or expiration date of this Contract;
  - (ii) the date of completion of the Services; and
  - (iii) the date of rendering of the last of the Deliverables.
- (b) If so required by DOJ&CD, the Supplier must certify in writing to DOJ&CD that it has either returned all DOJ&CD Intellectual Property to DOJ&CD or destroyed or deleted all other DOJ&CD Intellectual Property in its possession or under its control.
- (c) DOJ&CD, at all times, owns all Intellectual Property Rights in and to all Bespoke Intellectual Property.
- (d) Save for the license granted in terms of this Contract, the Supplier retains all Intellectual Property Rights in and to the Supplier's pre-existing Intellectual Property that is used or supplied in connection with the Products or Services.

**(10) SUPPLIER DUE DILIGENCE**

DOJ&CD reserves the right to conduct supplier due diligence prior to final award or at any time during the Contract period and this may include pre-announced/ non-announced site visits. During the due diligence process the information submitted by the bidder will be verified and any misrepresentation thereof may disqualify the bid or Contract in whole or parts thereof.

**(11) SUPPLIER DUE DILIGENCE**

- (a) The bidder shall be required to deliver goods and/or services to any of the Department's offices/courts in the Republic of South Africa (RSA).
- (b) The bidder must be able to physically reach all the Departments offices/sites and meet the stipulated SLA in order to support and maintain the solution.



**(12) TRAVELLING, PARKING AND ACCOMMODATION COSTS**

The bidder accepts that in discharging of its services, no travelling, parking and accommodation will be reimbursed by the Department. The bidder is required to ensure that all travelling, parking and accommodation costs are included in their pricing and not costed separately from any service/s that are to be rendered. The Department will not accommodate any claims whatsoever for travelling, parking and accommodation.

**(13) AFTER HOURS WORKING**

The bidder accepts that, where required, services may be performed after hours at no cost to the Department (e.g. scheduled maintenance windows, resolutions of major incidents, network points, etc. The bidders accept that although there is no requirement for work to be performed 24-7-365, there is a reasonable expectation that all systems should be available as per SLA timelines. As such measures should be put in place to ensure that all systems are monitored and restored as quickly as possible – even after the stipulated working hours and at no additional cost to the Department.

**(14) SCOPE GROWTH/REDUCTION**

The bidder accepts that their costing includes a scope growth to a maximum of 10% at any time during the contract period. The bidder accepts that should the growth exceed 10%, the cost of the additional scope will be at the same terms and conditions as in this bid specifications and the bidders bid response. The bidder accepts that in the event that the scope is reduced by more than 10%, the Department will renegotiate the contract terms and conditions.

**(15) SERVICE DELIVERY MANAGEMENT REPRESENTATIVES**

- (a) The bidder's service delivery management representative(s) will be located on a permanent basis at the national office.
- (b) The Department reserves the right to instruct the bidder to change its allocated Service Delivery Management representative(s) in the event of unsatisfactory performance, within a period of 2 months.

**(16) SOFTWARE LICENSING PROCUREMENT AND LICENSING MANAGEMENT**

- (a) The bidder accepts that, in the event that, the bidder procures licences on behalf of the Department, such licences will be procured in the name of the Department and will be owned by the Department.
- (b) In the event that software licences are overprovisioned by the bidder, without having formally notified the Department, the bidder accepts that the cost for the overprovisioning will be borne by the bidder.

**(17) USE OF TELEPHONE LINE (FOR PERSONAL CALLS)**

The bidder accepts that personal calls made by its staff or agents will be for the account of the bidder.

**(18) PENALTY MAXIMUM LIMIT AND SERVICE DISPUTES**

- (a) The maximum penalties for maintenance and support costs (which includes break-fix and ad-hoc services) and will be limited to 30% per month of the total monthly maintenance and support costs.
- (b) Should the 30% limit be reached four (4) times during the contract period, the Department reserves the right to immediately enter into a Service Dispute that may result in the termination of the contract.
- (c) Notwithstanding the aforementioned, and without prejudice to any other rights the Department has, the Department reserves the right to enter into Service Disputes at any point in time with the view of contract cancellation. During a Service Dispute, the service provider shall continue to render services in accordance with these service levels.
- (d) If the Service Provider fails to perform any or all of the service(s) within the agreed timeframes, the Department has the right, without prejudice to its other remedies under the contract, to deduct from the amounts payable as a penalty a sum calculated on the percentage under the penalty column levied against the costs or value for non-performance of a particular service definition.
- (e) The Service Provider will not be entitled to any service credits should the service be delivered within or ahead of target timeframes.
- (f) Penalties will be imposed taking into consideration of any instances where due dates are not met as a result of non-cooperation or non-availability, including non-delivery and/or any dependencies (e.g. WAN network uptime) that influence uptime on the part of the Department or the Department missing any of the deadlines applicable to it.
- (g) The enforcement of a penalty does not exempt the Service Provider from resolving a problem nor does it stop the repetitive levying of the penalty at the stipulated percentage value of a particular service level. The penalty shall be enforced for subsequent periods of non-performance until resolved.
- (h) Service dispute resolution processes may be triggered due to consistent non-performance on the part of the Service Provider. Refer to clauses 23 & 27 of the GCC.
- (i) During a Service Dispute, the Service Provider shall continue to render services in accordance with the service levels. In instances where a Service Dispute arises, the Department undertakes to pay such invoices which are not the subject of the Service Dispute in terms of the Payment Plan.
- (j) No interest shall be payable on accounts due to the Service Provider in the event of a dispute arising out of any stipulation in the contract.
- (k) Notwithstanding the aforementioned, and without prejudice to any other rights the Department has, the Department reserves the right to enter into dispute resolution process at any point in time with the view of contract cancellation (e.g. service(s) not rendered, unsatisfactory performance, sub-standard work, etc.)
- (l) The Department reserves the right to deduct any penalty amount due, from the next invoice, irrespective of the service to which the penalty applies to.

(19) **BUSINESS CONTINUITY AND DISASTER RECOVERY PLANS**

The bidder confirms that they have written business continuity and disaster recovery plans that define the roles, responsibilities and procedures necessary to ensure that the required services under this bid specification is in place and will be maintained continuously in the event of a disruption to the bidder's operations, regardless of the cause of the disruption.

**8.3. DECLARATION OF COMPLIANCE**

	<b>ACCEPT ALL</b>	<b>DO NOT ACCEPT ALL</b>
(1) The bidder declares to ACCEPT ALL the Special Condition of Contract as specified in section 8.2 above by indicating with an "X" in the "ACCEPT ALL" column.		
<b>NOTE: Failing to Accept ALL the Special Condition of Contract as specified in section 8.2 above will result in disqualification.</b>		

## **ANNEX B.5: COSTING AND PRICING**

### **9. COSTING AND PRICING**

#### **9.1. COSTING AND PREFERENCE EVALUATION**

- (1) In terms of Preferential Procurement Policy Framework Act (PPPFA), the following preference point system is applicable to all Bids:
  - (a) the 80/20 system (80 Price, 20 Specific Goals) for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); or
  - (b) the 90/10 system (90 Price and 10 Specific Goals) for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- (2) This bid will be evaluated using the preferential point system of **90/10**, subject to the following conditions –
  - (a) If the lowest acceptable bid price is up to and including R50 000 000 (all applicable taxes included) then the 80/20 preferential point system will apply to all acceptable bids; or
  - (b) If the lowest acceptable bid price is above R50 000 000 (all applicable taxes included) then the 90/10 preferential point system will apply to all acceptable bids;
- (3) Points for this bid shall be awarded for:
  - (a) Price; and
  - (b) Preference Points for Specific Goals
- (4) The maximum points for this tender will be allocated as follows, subject to par.2.

**Table: Points allocation**

<b>Description</b>	<b>90/10 Point System</b>
Price	<b>90</b>
Preference points for specific goals	<b>10</b>
Total points for Price and preference points for specific goals	100

#### **9.2. COSTING AND PRICING CONDITIONS**

##### **(1) SOUTH AFRICAN PRICING**

The total price must be VAT inclusive and be quoted in South African Rand (ZAR).

##### **(2) TOTAL PRICE**

- (a) All quoted prices are the total price for the entire scope of required services and deliverables to be provided by the bidder.
- (b) The cost of delivery, labour, S&T, overtime, etc. must be included in this bid.
- (c) All additional costs must be clearly specified.

- (d) These conditions will form part of the Contract between DOJ&CD and the bidder. However, DOJ&CD reserves the right to include or waive the condition in the Contract.
- (e) The bidder must **complete the declaration of acceptance** as per section 9.4 below by marking with an "X" either "ACCEPT ALL", or "DO NOT ACCEPT ALL", failing which the declaration will be regarded as "DO NOT ACCEPT ALL" and the bid will be disqualified.

**9.3. BID PRICING SCHEDULE**

- (1) **Note:** Bidders will complete the bid pricing schedule in the Excel spreadsheet format provided and include this as part of the hard copy submission documents and on the memory stick/USB to be submitted.

**DOJ&CD reserves the right to negotiate pricing with the successful bidder prior to the award as well as envisaged quantities.**

**9.4. DECLARATION OF ACCEPTANCE**

	ACCEPT ALL	DO NOT ACCEPT ALL
(1) The bidder declares to ACCEPT ALL the Costing and Pricing conditions as specified in section 9.2 above by indicating with an "X" in the "ACCEPT ALL" column.		

## ANNEX B.6: TERMS AND DEFINITIONS

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### 10. ABBREVIATIONS

10.1. DOJ&CD	Department of Justice and Constitutional Development
10.2. PPPFA	Preferential Procurement Policy Framework Act
10.3. RSS	Regional Support Services
10.4. PSS	Provincial Support Service
10.5. BSCOM	Bid Specification Committee
10.6. ICT	Information and Communication Technology
10.7. EME	Exempted Micro Enterprise
10.8. LAN	Local Area Network
10.9. MAN	Metropolitan Area Network
10.10. CAN	Campus Area Network
10.11. SD-LAN	Software-Defined Local Area Network
10.12. GCC	General Conditions of Contract
10.13. SCC	Special Conditions of Contract
10.14. IMD	Installation, Move and Decommission
10.15. CRT	Court Recording Technology
10.16. SOS	Sexual Offence System
10.17. AVR	Audio Virtual Remand
10.18. PABX	Private Automated Branch Exchange

### Definitions

- 10.19. **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 10.20. **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad -Based Black Economic Empowerment Act;
- 10.21. **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 10.22. **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price BIDS, advertised competitive bidding processes or proposals;
- 10.23. **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 10.24. **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 10.25. **“consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- 10.26. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;

- 10.27. **“EME”** means any enterprise with annual total revenue of R5 million or less.
- 10.28. **“Firm price”** 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 contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 10.29. **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, considering, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 10.30. **“non-firm prices”** means all prices other than “firm” prices;
- 10.31. **“person”** includes a juristic person;
- 10.32. **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 10.33. **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 10.34. **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- 10.35. **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 10.36. **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

**ANNEX C: BIDDER SUBSTANTIATING EVIDENCE**

**11. MANDATORY REQUIREMENT EVIDENCE**

**11.1 BIDDER CERTIFICATION / AFFILIATION REQUIREMENTS**

Attach applicable registration documentation (valid certificate, license or membership card) here.

**11.2 BIDDER EXPERIENCE AND CAPABILITY REQUIREMENTS**

Complete table below, noting that:

- a) Bidder must provide references from at least one (1) or more customers with an establishment of at least fifteen thousand (15 000) or more user base to whom where similar services were provided.
- b) Project end-date must not exceed 5 years from the date of the bid advertisement.
- c) Scope of work must be related.

Table : References

No	Company name	Reference Name, Tel and/or email	Person and/or	Project Scope of work	Project Start and End-date
1	<Company name>	<Person Name> <Tel> <email>		< Provide the details of the scope	Start Date: End Date:
2	<Company name>	<Person Name> <Tel> <email>		< Provide the details of the scope	Start Date: End Date:

**11.3 PRODUCT / SERVICE FUNCTIONAL REQUIREMENT**

(The bidder must submit the relevant evidence supporting the above requirement)



**11.4 BIDDER DECLARATION**

I, the bidder (Full names) .....representing (company name)..... Hereby confirm that I comply with the above Technical Mandatory Requirements and understand that it will form part of the contract and is legally binding.

Thus done and signed at ..... On this.....day of.....20....

.....

Signature

Designation: