OCJ2019/02: TERMS OF REFERENCE TO REQUEST FOR BIDS FROM ACCREDITED SERVICE PROVIDERS FOR THE DEVELOPMENT, IMPLEMENTATION AND SUPPORT FOR THE INFORMATION TECHNOLOGY SERVICE MANAGEMENT SOLUTION FOR THE PERIOD OF 36 MONTHS

SBD1
PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*NAME OF DEPARTMENT/ PUBLIC ENTITY*)					
BID NUMBER:	OCJ2019/02	CLOSING DATE:	27/09/2019	CLOSING TIME:	11:00am
DESCRIPTION	OCJ2019/02: TERMS OF REFERENCE TO REQUEST FOR BIDS FROM ACCREDITED SERVICE PROVIDERS FOR THE DEVELOPMENT, IMPLEMENTATION AND SUPPORT FOR THE INFORMATION TECHNOLOGY SERVICE MANAGEMENT SOLUTION FOR THE PERIOD OF 36 MONTHS				

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*
OFFICE OF THE CHIEF JUSTICE
188 14TH ROAD NOORDWYK, MIDRAND
1685

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON	**Matshidiso Nkotsoe**	CONTACT PERSON	**David Reid**
TELEPHONE NUMBER	**010 493 2677**	TELEPHONE NUMBER	**010 493 2500**
FACSIMILE NUMBER	**None**	FACSIMILE NUMBER	**None**
E-MAIL ADDRESS	**BidEnquiries@judiciary.org.za**	E-MAIL ADDRESS	**Mtshiakale@judiciary.org.za**

SUPPLIER INFORMATION				
NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				

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SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		**OR**	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] ☐ Yes ☐ No	

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

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]

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? NO	☐ YES ☐
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? NO	☐ YES ☐
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.**

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1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4.	**THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**
2.	**TAX COMPLIANCE REQUIREMENTS**
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6	WHERE NO TCS 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: …………………………………………...

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SBD 2
TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

1   In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.

2   SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.

3   The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.

4   In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.

5   Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.

6   Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

SBD 4

DECLARATION OF INTEREST

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

    -   the bidder is employed by the state; and/or

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

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

2.1 Full Name of bidder or his or her representative: _____

2.2 Identity Number: _____

2.3 Position occupied in the Company (director, trustee, shareholder[2]): _____

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2.4   Company Registration Number: _____

2.5   Tax Reference Number: _____

2.6   VAT Registration Number: _____

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

[1]"State" means –

    (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);

    (b) any municipality or municipal entity;

    (c) provincial legislature;

    (d) national Assembly or the national Council of provinces; or

    (e) Parliament.

[2]"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7   Are you or any person connected with the bidder   **YES/NO**

       presently employed by the state?

2.7.1   If so, furnish the following particulars:

    Name of person / director / trustee / shareholder/ member: _____

    Name of state institution at which you or the person

    connected to the bidder is employed : _____

    Position occupied in the state institution: _____

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Any other particulars:

_____

_____

_____

2.7.2   If you are presently employed by the state, did you obtain   **YES/NO**
        the appropriate authority to undertake remunerative

        work outside employment in the public sector?

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

        (Note: Failure to submit proof of such authority, where

        applicable, may result in the disqualification of the bid.

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

_____

_____

_____

2.8   Did you or your spouse, or any of the company's directors /   **YES/NO**
      trustees / shareholders / members or their spouses conduct

      business with the state in the previous twelve months?

2.8.1   If so, furnish particulars:

_____

_____

2.9   Do you, or any person connected with the bidder, have   **YES/NO**
         any relationship (family, friend, other) with a person

         employed by the state and who may be involved with

         the evaluation and or adjudication of this bid?

2.9.1   If so, furnish particulars.

_____

_____

_____

2.10   Are you, or any person connected with the bidder,   **YES/NO**
         aware of any relationship (family, friend, other) between

         any other bidder and any person employed by the state

         who may be involved with the evaluation and or adjudication

         of this bid?

2.10.1 If so, furnish particulars**.**

_____

_____

_____

2.11   Do you or any of the directors / trustees / shareholders / members   **YES/NO**
         of the company have any interest in any other related companies

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whether or not they are bidding for this contract?

2.11.1 If so, furnish particulars:

_____

_____

_____

3 Full Details of Directors / Trustees / Members / Shareholders

FULL NAME	IDENTITY NUMBER	PERSONAL TAX REFERENCE NUMBER	STATE EMPLOYEE NUMBER / PERSAL NUMBER

4 DECLARATION

I, THE UNDERSIGNED (NAME) _____

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

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE

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FALSE.

_____

Signature

_____

Date

_____

Position

_____

Name of Bidder

SBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1   This Standard Bidding Document must form part of all bids invited.

2   It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

3   The bid of any bidder may be disregarded if that bidder, or any of its directors have-

         a.   abused the institution's supply chain management system;
         b.   committed fraud or any other improper conduct in relation to such system; or
         c.   failed to perform on any previous contract.

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? **(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the *audi alteram partem* rule was applied).** The Database of Restricted Suppliers now resides on the National Treasury's website(**www.treasury.gov.za**) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		

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			Yes	No
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? **The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.**		☐	☐
4.2.1	If so, furnish particulars:			
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?		Yes ☐	No ☐
4.3.1	If so, furnish particulars:			
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?		Yes ☐	No ☐
4.4.1	If so, furnish particulars:			

CERTIFICATION

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

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

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……………………………………....
Signature

…………………………..
Date

………………………………….
Position

…………………………..
Name of Bidder

SBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1   This Standard Bidding Document (SBD) must form part of all bids[1] invited.

2   Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).[2] Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.

3   Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:

   a.   disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.

   b.   cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.

4   This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

5   In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

---

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

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

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CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

_____

(Bid Number and Description)

in response to the invitation for the bid made by:

_____

(Name of Institution)

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

I certify, on behalf of: _____that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

   (a)   has been requested to submit a bid in response to this bid invitation;
   (b)   could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and

        (c)   provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium[3] will not be construed as collusive bidding.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

        (a)   prices;
        (b)   geographical area where product or service will be rendered (market allocation)
        (c)   methods, factors or formulas used to calculate prices;
        (d)   the intention or decision to submit or not to submit, a bid;
        (e)   the submission of a bid which does not meet the specifications and conditions of the bid; or
        (f)   bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

………………………………………………
Signature

…………………………………
Date

………………………………………………
Position

…………………………………
Name of Bidder

SBD 10

GOVERNMENT PROCUREMENT:

GENERAL CONDITIONS OF CONTRACT

July 2010

NOTES

The purpose of this document is to:

(i)   Draw special attention to certain general conditions applicable to government bids, contracts and orders; and

(ii)   To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

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

- The General Conditions of Contract will form part of   all bid documents and may not be amended.

- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if (applicable) and will supplement the General Conditions   of Contract. Whenever there is a conflict, the provisions   in the SCC shall prevail.

TABLE OF CLAUSES

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.

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

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

1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

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

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

1.7 "Day" means calendar day.

1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.

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

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

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

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

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

1.14 "GCC" means the General Conditions of Contract.

1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

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

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

1.20 "Project site," where applicable, means the place indicated in bidding documents.

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

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

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

2. **Application** 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding

immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. **General** 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

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

5. **Use of** 5.1 The supplier shall not, without the purchaser's prior written consent, **contract** disclose the contract, or any provision thereof, or any specification, **documents** plan, drawing, pattern, sample, or information furnished by or on **and** behalf of the purchaser in connection therewith, to any person other **information;** than a person employed by the supplier in the performance of the **inspection.** contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

    5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

    5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

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

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

7. **Performance** 7.1 Within thirty (30) days of receipt of the notification of contract award, **security** the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

    7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

    7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

    (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
    (b) a cashier's or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses 8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

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

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

9. **Packing** 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

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

10.2 Documents to be submitted by the supplier are specified in SCC.

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

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

13. **Incidental** 13.1 The supplier may be required to provide any or all of the following **services** services, including additional services, if any, specified in SCC:

(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;

(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;

(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

(e)   training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

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

(a)   such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and

(b)   in the event of termination of production of the spare parts:

(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take
such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. **Payment** 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

    16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

    16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

    16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

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

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

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

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

21. **Delays in the** 21.1 Delivery of the goods and performance of services shall be made by **supplier's** the supplier in accordance with the time schedule prescribed by the **performance** purchaser in the contract.

    21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties,

in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

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

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

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

(a)   if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

(b)   if the Supplier fails to perform any other obligation(s) under the contract; or

(c)   if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

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

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

23.6   If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
   (i)   the name and address of the supplier and / or person restricted by the purchaser;
   (ii) the date of commencement of the restriction
   (iii) the period of restriction; and (iv) the reasons for the restriction.

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

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

of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3   Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4   Mediation proceedings shall be conducted in accordance with the rules
  of procedure specified in the SCC.

27.5   Notwithstanding any reference to mediation and/or court proceedings   herein,

  (a)   the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and   (b) the purchaser shall pay the supplier any monies due the supplier.

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

   (b)   the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing 29.1 The contract shall be written in English. All correspondence and other **language** documents pertaining to the contract that is exchanged by the parties
                       shall also be written in English.

30. Applicable 30.1 The contract shall be interpreted in accordance with South African **law** laws, unless otherwise specified in SCC.

31. Notices 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

31.2   The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp **duties** duties, license fees, and other such levies imposed outside the

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

Restrictive practices	34.1	In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
	34.2	If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

34   Prohibition   of

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

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Bid number: OCJ2019/02

Date issued: 30 AUGUST 2019

Closing date and time:27 SEPTEMBER 2019,11:00AM

Bid validity period: 90 days

TENDER BOX ADDRESS:

188 14th Road Noordwyk

Midrand

Johannesburg
1685

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1   INTRODUCTION AND BACKGROUND

1.1   The Office of the Chief Justice (OCJ) was established to render support to the Chief Justice in exercising administrative and judicial powers and duties as the Head of the Judiciary and the Head of the Constitutional Court.

1.2   The OCJ supports the Judiciary in its mandate, which includes entrenching the Rule of Law and protecting constitutional democracy.

1.3   The modernization of the Courts through the use of technology will ensure effective and efficient court administration as well as improved access to justice.

1.4   The OCJ has a user base of about 3000 staff members across the nine (9) provinces of the country, station at either the National Office, Provincial Centres and Superior Courts

1.5   The OCJ has a complement of 30 staff members that provide service and technical support to all OCJ users.

1.6   The current the service desk system that OCJ is using it only caters for ICT related incidents and not other support groups such as security, facilities and HR amongst others. The challenge with the system is that it is not customized to the needs of the organization and does not optimally deliver the expected reports, incident grouping/ categorization and escalations. It does not provide the all-round service desk process from start of an incident when it is logged to its completion.

1.7   The OCJ would like to replace the current tool to ensure optimal delivery of services in a structured and client focused manner. The OCJ require an effective ITIL based ITSM solution that will increase efficiency and flexibility in its usage, access, customization to the OCJ needs and in its reporting

1.8   The data below is the current incidents volumes or statistics:

Table 1: Incidents volumes Data

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Monthly Incidents	Incident volumes
March 2019	758
April 2019	647
May 2019	662

1.9 The data above in table 1 is a true reflection of the number of incidences that our technicians attend to per month, due to the challenges with the current system OCJ is not able to track the incidents of other support groups.

2 PURPOSE

2.1 The purpose of this Request for Proposal (RFP) is to solicit proposals from potential bidders to develop, implement and support the information technology Service management for the Office of the Chief Justice for the period of three (3) years.

3 LEGISLATIVE FRAMEWORK OF THE BID

3.1 Tax Legislation

3.1.1 Bidder or bidders must be compliant when submitting a proposal to the OCJ and remain compliant for the entire contract term with all applicable

tax legislation, including but not limited to the Income Tax Act, 1962 (Act No. 58 of 1962) and Value Added Tax Act, 1991 (Act No. 89 of 1991).

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

3.1.3   It is a requirement that bidders grant a written confirmation when submitting this bid that SARS may on an ongoing basis during the tenure of the contract disclose the bidder's tax compliance status and by submitting this bid such confirmation is deemed to have been granted.

3.1.4   Bidders are required to be registered on the Central Supplier Database and the National Treasury shall verify the bidder's tax compliance status through the Central Supplier Database.

3.1.5   Where Consortia or Joint Ventures or Sub-contractors are involved, each party must be registered on the Central Supplier Database and their tax compliance status will be verified through the Central Supplier Database.

3.2   Procurement Legislation

The OCJ has a detailed evaluation methodology premised on Treasury Regulation 16A3 promulgated under Section 76 of the Public Finance Management Act, 1999 (Act, No. 1 of 1999), the Preferential Procurement Policy Framework Act 2000 (Act, No.5 of 2000), Preferential Procurement Regulations of 2017 and the Broad-Based Black Economic Empowerment Act, 2003 (Act, No. 53 of 2003).

3.3   Technical Legislation and/or Standards

3.3.1   Bidders should be cognisant of the legislation and/or standards specifically applicable to the services.

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4   COMPULSORY BRIEFING SESSIONS

4.1   A compulsory briefing and clarification session will be held at the OCJ National Office at 188 14th Road Noordwyk, Midrand at 11:00 AM on 10 September 2019 to clarify to bidders the scope and extent of work to be executed.

4.2   Failure to attend the compulsory briefing session will result in automatic disqualification from the bidding process.

5   TIMELINE OF THE BID PROCESS

5.1   The period of validity of tender and the withdrawal of offers, after the closing date and time is 90 days. The project timeframes of this bid are set out below in table 2:

Table 2: Timelines of Bid Process

Activity	Due Date
Bid closing date	27 September 2019 at 11:00 AM
Notice to bidders	The OCJ will endeavor to inform bidders of progress until conclusion of the tender.

5.2   All dates and times in this bid are South African standard Telkom time.

5.3   Any time or date in this bid is subject to change at the OCJ's discretion.

5.4   The indication of date and time in this bid does not create an obligation on the part of the OCJ to take any action, or create any right in any way for any bidder to demand that any action be taken on the date established.

5.5   The bidder accepts that, if the OCJ extends the closing date for bid submission for any reason, the requirements of this bid apply equally to the extended closing date.

6   CONTACT AND COMMUNICATION

6.1   A duly nominated official of the bidder can make enquiries in writing, to the delegated OCJ official through email to SCM: BidEnquiries@judiciary.org.za Technical: mtshiakale@judiciary.org.za or 010 493 2500. Bidders must reduce all telephonic enquiries to writing and send it to the above email address.

6.2   The delegated official of the OCJ may communicate with bidders where clarity is sought on the bid proposal.

6.3   Any communication by the bidders with an official or a person acting in an advisory capacity for the OCJ in respect of the bid between the closing date and the award of the bid, is prohibited.

6.4   All communication between the bidders and the OCJ must be done in writing.

6.5   Whilst all due care has been taken in connection with the preparation of this bid, the OCJ makes no representations or warranties that the content of the bid or any information communicated to or provided to bidders during the bidding process is, or will be, accurate, current or complete.

6.6   If a bidder finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by the OCJ other than minor clerical matters, the bidders must promptly notify the OCJ in writing of such discrepancy, ambiguity, error or inconsistency in order to afford the OCJ an opportunity to consider what corrective action is necessary if any.

6.7   Any actual discrepancy, ambiguity, error or inconsistency in the bid or any other information provided by the OCJ will, if possible, be corrected and provided to all bidders without disclosing to the bidders who provided the written notice.

6.8   All persons including bidders obtaining or receiving the bid and any other information in connection with the bid or the tendering process must keep the contents of the bid and other such information confidential and not disclose or use the information except as required for the purpose of developing a proposal in response to this bid.

7   LATE BIDS

7.1   Bids received after the closing date and time, at the address indicated in the bid documents, will not be accepted for consideration and where practicable, be returned unopened to the bidders.

8   COUNTER CONDITIONS

8.1   Bidders' attention is drawn to the fact that amendments to any of the bid conditions or setting of counter conditions by bidders or qualifying any bid conditions will result in the invalidation of such bids.

9 FRONTING

9.1 Government supports the spirit of broad based black economic empowerment (BBBEE) and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution of the Republic of South Africa and in an honest, fair, equitable, transparent and legally compliant manner. Against this background the Government condemn any form of fronting.

9.2 The Government, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry / investigation, the onus will be on the bidder / contractor to prove that fronting does not exist. Failure to do so within a period of 14 days from date of notification may invalidate the bid / contract and may also result in the restriction of the bidder or contractor to conduct business with the public sector for a period not exceeding ten years, in addition to any other remedies the OCJ may have against the bidder / contractor concerned.

10 SUPPLIER DUE DILIGENCE

10.1 The OCJ reserves the right to conduct supplier due diligence prior to final award or at any time during the contract period. This may include site visits and requests for additional information to determine possible risks such as the availability of adequate facilities, financial standing, capacity and capability to deliver, previous performance in terms of quality and service delivery, as well as attainment of goals.

11 SUBMISSION OF PROPOSALS

11.1 Bid documents must be endorsed with the words 'bid information security' and must be hand-delivered and deposited into the tender box situated at ground floor of the OCJ National Office, 188 14th Road, Noordwyk, Midrand, Johannesburg on or before the closing time and date.

11.2 This tender is a two (2) stage bidding process two (2) files or envelopes are required for mandatory documents, prices and B-BBEE.

11.3 Bid documents will only be considered if received by the OCJ on or before closing time and date.

11.4 The bidders are required to submit two (2) sets of file of each file one (1) original and one (1) duplicate and one (1) CD-ROM and or Flash Drive with content of each file on or before 11:00 AM, 02 August 2019. Each file and CD-ROM and or Flash Drive must be marked correctly and sealed separately for ease of reference during the evaluation process. Furthermore, the file and information in the CD-ROM or Flash Drive must be labelled and submitted in the following format in table 3:

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Table 3: Format of Bid Submission

FILE 1 (TECHNICAL FILE)	FILE 2 (PRICE & BBBEE)
Exhibit 1: Pre-qualification documents *(Refer to Pre-qualification Criteria Table 4)*	**Exhibit 1:** Pricing Schedule SBD 3.1 SBD 6.1 B-BBE Certificate
Exhibit 2: • Technical response	
Exhibit 3: • General Conditions of Contract (GCC) • Draft Service Level Agreement	
Exhibit 4: • Company Profile • Any other supplementary information	

11.5 Bidders are requested to initial each page of the tender document.

12   PRESENTATION OR DEMONSTRATION

12.1 The OCJ reserves the right to request presentations or demonstration from the shortlisted bidders as part of the bid evaluation process.

13   DURATION OF THE CONTRACT

13.1 The successful bidder will be appointed to provide development, implementation and support for the information technology service management solution for the period of 36 months

13.2 The service must be fully commissioned within three (3) months after the bid has been awarded.

14   SCOPE OF WORK AND DELIVERABLES

14.1   Plan, configure, implement and deploy an ITIL based ITSM solution in the OCJ QA, DEV and PROD on Microsoft Windows environments.

14.2 Document proposed system design and architecture, process flow diagrams, project plan, implementation plan.

14.3 Training and skills transfer on all the ITSM tool modules for support groups, service desk agents and system administrators

14.4 Establish a 36-month support and maintenance, Service Level agreement for the ITSM solution

14.5 Customise and configure the system according to defined processes.

14.6 Define, develop and produce automatic reports for all the ITSM tool's modules.

14.7 Define, develop and produce automatic customer notifications and surveys upon incident closures.

14.8 Provide a test plan that incorporates but is not limited to software testing, stress testing and user acceptance testing

14.9 Migrate data from existing system (MARVAL) to new system (Database currently in use).

14.10 Integrate with Microsoft SCCM, Active Directory, MS SCOM, Exchange Server and SharePoint

14.11 Manage all logged incidents per channel such as incidents logged by Email, logged by self-service portal and through the helpdesk operator.

14.12 The ITSM tool should also contain the following processes and functions: Incident Management, Service Request Fulfilment, Problem Management, System Asset and Configuration Management, Change Management, Release Management, Service Portfolio Management, Service Catalogue Management, Software Asset Management, Access Request Management, Knowledge Management, Workflow Business Rules & Automations, Customer Satisfaction Surveys, Dashboards, Reports Automated and Manual Report Selection, Web based Customer Self Service Portal, Search basic and advanced,OCJ definable Workflows to mimic business process, Ability to integrate Bulk notifications to users

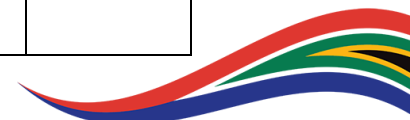188, 14th Road, Noordwyk, Midrand, 1685
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OFFICE OF THE CHIEF JUSTICE
REPUBLIC OF SOUTH AFRICA

15 SYSTEM CAPABILITIES

Sl. No	General System Functionality	Yes	No	Comment
1.	The tool must be fully ITIL® V3 Edition process terms, align to ITIL V3 Edition workflows and process integrations			
2.	Tool must be approved by Pink Verify for key processes such as: Incident, Problem, Event, Request Fulfillment, Change, Service Level, Knowledge Management and System Management Asset and Configuration Management.			
3.	Tool must be Capable of handling non-IT service requests from HR / Facilities			
4.	Has excellent out-of-the-box business processes, forms and views in order to jump-start deployments			
5.	Could Provide a secure historical audit log of all actions and activities in the system			
6.	News and System Outage broadcasts Could be made to all clients.			
7.	Tool must have customization capabilities, like adding Fields or categories depending on type of Service offered. This should be possible without any programming			
8.	Tool must have executive dashboard with drill down capability, In all modules.			
9.	Real-time color-coded management dashboards, must be available.			
10.	Tool must have ability to send custom surveys, could be automatically sent to users after issues are resolved			
11.	Tool must be a Scalable Solution and Could Provide multi-tenancy			
12.	Tool must have the ability to archive closed records to improve system performance.			
13.	Must have native mobile apps on Android and IOS Devices			
14.	Must have ability to create and manage tasks with SLAs			
15.	Must be able to stop the clock after hours and over weekends to avoid SLA violations			
16.	Realtime TV Dashboards for displaying Service Management Information.			
Integration Options				
17.	Tool must have integration Capability to synchronize with MS Active Directory / LDAP for user login and single sign on			

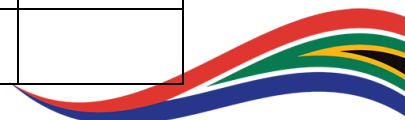|				
18.	System must have ability to integrate with Microsoft's Operations Manager & other event monitoring tools			
19.	Must have capability for auto ticket creation from outside Applications / Interfaces i.e. email or mobile app devices.			
20.	Must Integrate with Email and SMS gateways for sending alerts and notifications to administrators and end-users			
Self – Service Features				
End Users (Employees / Customers) must be able to do the following:				
21.	Able to create requests for Incidents, Service Requests and Change Requests amongst other services.			
22.	Tool should provide visual service catalogue, with image of each service and description of service.			
23.	Should be able to raise multiple service requests from single request fulfilment form, without leaving the page.			
24.	Check the status of Incidents or requests tickets in a dashboard			
25.	Could Provide monitoring of active requests and incidents, using dashboards			
26.	Add notes or comments to a request at any time until it is closed.			
27.	Could create new Tasks/Work orders from within an incidents/service requests			
28.	Attach documents to an Incident or service request			
29.	Search a knowledge base solutions & has Search capability by multiple criteria			
30.	View News, FAQ's and System Outages Information			
31.	Respond to published Surveys as part of Continual Service Improvement			
Incident Management				
32.	Tool must have controls to open, modify, on hold, close and re-open incidents based on pre-established conditions using console or self-service Portal for both internal employees and external customers.			
33.	Support matching of incident records, related problem records/ known error records and relevant knowledge articles to assist service desk staff and/or for self-help			
34.	Tool must have ability to automatically trigger actions as per the underlying workflow when SLAs are in danger of being breached			
35.	Has Incident models to easily handle recurring incidents, with Steps to be taken, Sequence of Actions, Timescales & Thresholds and automatic escalation			

36.	Must have multi-level - hierarchical category fields to record the type of incident at opening, during the call, and at closing, the categories could be set by service desk			
37.	Must have field or field(s) to assign an initial incident priority according to pre-established and manually overridden conditions (SLA, business Services impacted, level of service disruption.)			
38.	Could have ability to input free rich text & attach multiple files for the recording of Incident descriptions and resolutions			
39.	Allow automated routing and alerting of Incidents to selected support staff or groups			
40.	Escalations Could be set based on service / operational level targets, business priority to set notifications for support tiers, managers and vendors			
41.	Must support cloning or copying of Incidents			
42.	Must have ability to Close multiple incidents of same nature with a parent child relationship			
43.	Should be able to record service cost and amount of time worked			
44.	Should support incident trend analysis			
45.	Could have ability to perform closure of Incidents by utilizing customizable Incident closure codes			
46.	Must have simple and advanced search capabilities in all languages			
47.	Tool must facilitates the closure of all Incidents when the associated Problem, Known Error and Change record is resolved.			
48.	Could have ability to link related inventory and configurations affected by the incident			
49.	Must allow notification of high priority Incidents to multiple associates (Support Groups)			
50.	Must support automatic escalation of unresolved Incidents as per predefined time intervals to service manager.			
51.	Facilitate the use of knowledge base & support check lists for Incident diagnosis and Resolution			
52.	Must have ability to automate the calculation of priority based on defined business impact and urgency factors			
53.	Must Change SLA/Priority of an Incident at any given time			
54.	Changes to Priority are tracked via reporting			
55.	Capable of opening a service request from an incident record & to link the service request to that incident			

	record. Similarly for problem, change and release records			
56.	Are user satisfaction measurement for incidents automated using surveys.			
57.	Easily Copy incident resolutions to knowledge base			
58.	Incident record contains a field to record closure categorization and root cause at time of closure of incidents			
59.	Full history audit for the incident life cycle for key actions			
60.	Could Integrate with Service Level Management to monitor and track incident response time and resolution time based on priority and / or service levels			
61.	Could Integrate with Configuration Management Systems or CMDBs to enable the Service Desk Staff to identify, investigate and diagnose incidents			
Request Management				
62.	**System should Provide the following Major activities in managing Service Requests:**			
63.	Automatic/manual assignment of tickets to support staff based on availability, roster, holiday calendar, leave, work load, expertise.			
64.	Alert or notify support staff and end users.			
65.	Enable the end-user to answer a satisfaction survey before closing the request. Only if the request is completed to the satisfaction of the requester, it Could be closed by the service desk			
66.	Support Multi-level Service Request Approvals prior to the request being fulfilled			
67.	Enable request Models to be set up for common requests, with auto multiple tasks initiation, when one service request is raised to automate complex requests like new employee joining			
68.	Approver Could nominate an Alternate Approver, without changing workflow			
69.	Send Escalation alert messages for (both functional & hierarchal escalation) overdue service requests, at any stage of the request fulfilment life cycle			
70.	Integration with Service Level Management to track and ensure compliance with service level agreements (SLAs)			
71.	Have Configurable workflow for routing assignments as per pre-defined business rules			
72.	Users to have ability to request parts and Support Staff Could issue parts with real time inventory tracking			
73.	Work Orders or Tasks Could be created and assigned for fulfilling a service request			

	Problem Management			
74.	Creation, modification, and closure of Problem records			
75.	Known error records Could be created and known errors are visible in (CI / Asset records, incident records, change records and knowledge data)			
76.	Route and assign Problem records to pre-defined support staff or groups			
77.	Impact and urgency codes to be assigned to Problem records			
78.	Progress tracking and monitoring of Problems			
79.	Escalates Problems after pre-defined thresholds of SLA's have been breached			
80.	Support sequential record of diagnostic activities and symptoms of the fault			
81.	Have support for creation and use of problem models			
82.	Has incident trending for pro-active problem identification by having Could have ability to show historical and related incidents over time			
83.	Have Knowledge Management integration to support investigations, diagnoses, root cause analysis techniques, and creating / updating workarounds, temporary fixes and resolutions			
84.	Support generation of customizable mgmt. reports for trend analysis			
85.	Could have ability to associate and maintain relationships between Incidents, Known Error records and RFCs			
86.	If Change has been successfully implemented the closure of all linked Known Error / Problem records is automatically initiated			
87.	Problem resolution should include workarounds this information Could be visible in (CI / Asset records, incident records, knowledge data and service requests)			
	Change & Release Management			
88.	Should support changes processes and core ITIL best practices			
89.	Could have ability to record Request For Changes (RFC)			
90.	Should have customizable workflow features for approvals			
91.	Support evaluation of change request			
92.	Plan the change with necessary roll-back plans			
93.	Monitor the change request life cycle			
94.	Have Capability for scheduling changes			
95.	Auto-assignment, workflow, intelligent routing			

96.	Could Provide Routing of RFCs to the appropriate authorization bodies like Change Advisory Board (CAB)			
97.	Could have ability to approve or reject Changes online			
98.	Has ability to record Risks associated with Change			
99.	Provide an interface for planning and scheduling of all tasks and personnel associated with change			
100	Could Provide recording of Change schedules for build, testing, and implementation			
101	Record back-out procedures within the Change record			
102	Could Provide the planning, management and successful rollout of approved changes using Release management			
System Asset & Configuration Management				
103	Have Support for management and use of CI baselines			
104	Should be Integrated with Incident, Problem, Change, Release Management to enable the creation and maintenance of the linked relationships between CI Records and associated process records			
105	Support Asset acquisition – procurement, configuration and warranty tracking with a lifecycle management approach			
106	Support complete asset lifecycle management – end to end			
107	Has ability to manage all critical assets that drive the business (IT and non-IT assets)			
108	Vendor and Manufacturer profiles tracking			
109	IT Asset Discovery - Automated hardware and software detection			
110	Has ability to discover, verify, record, and control all Configuration Items (CIs) through their entire lifecycle			
111	Could Provide all important software information such as applications installed, service packs, updates …etc. for each asset			
112	Software License Management Support			
113	Link assets to help desk tickets			
114	Could Provide a unified platform for asset and service management			
115	View Track receipts, manuals and asset documentation			
116	Link assets to owners/locations/departments			
117	Support Contract management (Annual Maintenance Contracts)			
118	Could have ability to Manage inventory ownership, moves/adds/changes			
119	Create inventories reports/graphs to analyze trends or distribution			

120	Have Purchase Management integration with Asset management			
121	Built-in Remote Support and Extensible user interface for linking to external support desktop management applications, remote control and monitoring tools			
122	Generates notifications or auto create Incidents, Service Requests and Work Orders for staff depending on preventive schedule			
123	Track purchase requests information's details and link them with the related assets and vendors			
124	Create sequential asset code series based on asset type or category			
125	Dash board view available to view all tickets for a given asset			
126	Assets Could be assigned to any owner in their lifecycle, with historical tracking of ownership			
127	Support all contracts information and with email alerts before contract expiration			
128	Should have graphical representation of Assets or Configuration items relationships			
Contracts Management				
129	Should support Supplier Contract Details for each Configuration item			
130	Manage any type of contracts, hardware annual maintenance agreements, software license agreements, patent, material transfer agreement, intellectual property agreement			
131	Contract Managers, IT Managers, Project Managers, and key decision makers Could access contract data from any web-browser			
132	Link and Associate related Contracts together			
133	Centralize and track Contracts according to your standard codes, categories, departments, locations, and more			
134	Track contract costs and pricing information			
135	Has ability to Import/Export data and integrate with common ODBC compliant databases and third party systems			
136	Provide e-mail notifications for contracts, tasks, milestones, action items, and payments			
137	Support Vendor Login to request new contracts review notes, and upload documents			
138	Track unlimited notes/comments			
139	Has ability to have separate fields based on contract type			

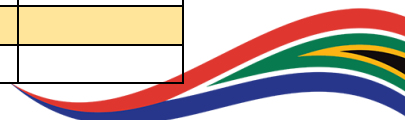|				
140	Has ability to support, search on any field via ad-hoc searching, search results Could be exported to Excel /PDF and other formats			
141	Has ability to create reports with standard Report Builder			
142	Help System with Online user manuals, demos and video tutorials			
143	Has ability to link or copy contracts with a click of the mouse and link to previous versions to retain history			
144	Could Provide workflow engine for online approvals & escalations			
145	Has ability to support Calendaring integrated with contract notifications; exporting of Calendar to MS Outlook and of i-Calendaring systems			
146	Has ability to provide access to contracts via mobile phones on specific platforms			
Service Level Management				
147	Tool must support process for recording Service Level Requirements			
148	Tool must have capability to manage service improvement plans			
149	Could Provide capturing of information on business criticality & service level targets			
150	Able to prioritize incidents, problems, changes based on SLA's			
151	Link clients and staff with holidays and work schedules			
152	Provide a stated support level provided to group of users for given business service			
153	Provide the administrators with simple SLA components to configure Service Level Targets, without need for dealing with programming code			
154	Define multiple support centers, business working hours & holidays			
155	Activities are adjusted based on operating hours, accounting for nights, weekends, & Holidays			
156	Defines individual milestones; system initiates notification & escalation upon breach of SLA's			
157	Non availability of a technician will automatically re-assign incidents, problems & service requests by sending an email/sms alert to the alternate technician			
158	Could Provide Escalation notification through multiple means including e-mail & sms phone text			
159	Has ability for Application Administrator to configure escalation notification process			
160	Could Provide information on service target breaches			

Service Catalog Management			
	Could Provide a single source of consistent information on all production / live services.		
161	Could Provide different views of the Service Catalogue, such as Technical Service Catalog and Business Service Catalog		
162	Could define services with associated features, benefits, service levels, pricing/costing, components.		
163	Non-IT based people / Business users Could create service definitions, design service workflow and easily publish these services into the catalogue		
164	Could Provide structured content framework (services, subservices, etc.).		
165	Service dependencies / relations, highlights potential impact if a service is added, modified or deleted		
166	Could Provide pre-packaged Service Catalogue content out of the box.		
167	Configurable service definition templates / service models - out of the box.		
168	Quickly find services via a search engine / key word search		
169	Easy handle different service states (Like, services in design versus services in production / retired).		
170	Self Help features like providing user training information like access instructions, entitlement and ordering instructions.		
171	Create and track Service Requests and Incidents through the Service Catalogue.		
172	Out-of-the-box Service Catalogue, that allows you to map your service offerings to the system as well as deliver, measure, and tune your services to meet the changing needs of your business		
173	Publish your own Service Catalogue for (IT / HR / Administrative / Procurement / Financial) Services		
174	Could have ability to record availability metrics (downtimes)		
175	Define new service specific fields should be filled by users for service provision		
176	Could have ability to publish different service levels for the same service (e.g.: Bronze, silver, gold, platinum levels)		
177	Easy to use Workflow tool, which Could Provide definition of service from initial request to fulfilment incorporating the Could have ability to support serial and parallel approval workflow paths.		

178	Approvals for the pre-defined Services are obtained automatically, and the services are delivered and charged accordingly as per workflow rules			
179	Measure service quality and timeliness against defined benchmarks Metrics for service targets (STs) defined in SLAs, OLAs and UCs for tracking and reporting.			
IT Service Continuity Management				
180	Could Support overall business continuity management (BCM) process by ensuring management of risks that could seriously affect IT services.			
181	Could Support definition of minimum time for recovery, to be specified within which minimum levels of recovery are achieved.			
182	Support Business Impact Analysis process with option to identify Recovery Time Objective (RTO) and Recovery Point Objective (RPO) and Define the recovery needs at RTO			
183	Provides list of critical contracts that are required for the delivery of critical services			
184	Provides list of services and/or vital business functions showing the recovery option for each.			
185	Could record and plan service continuity test plan for each service and configuration items, that are to be carried out.			
186	Could record the results of service continuity tests that have been carried out.			
187	Could Support the development of a detailed recovery workflow for Service Continuity and Disaster Recovery activities			
188	Could Support Service Continuity / Disaster Recovery hierarchical escalation and notifications			
189	Could Integrate with Incident Management to enable the escalation of incidents to major incident or "disaster / crisis" status			
190	Could Integrate with Knowledge Management databases to support controlled access to criteria to invoke ITSCM plans and to service recovery procedures.			
191	SLAs and service targets Could be applied to for services Operating at a recovery site			
192	Integrate with Configuration Management Database (CMDB) to enable rapid access to Configuration Item attribute details and relationships			
193	Support the controlled distribution of ITSCM plans to key staff			
IT Projects Management				
194	Could have ability to create projects			

195	Could have ability to manage project portfolios			
196	Record Business Justifications for project			
197	Link Work Orders / Incidents / Service Requests / Change Records related to project			
198	Add project activities using a simple interface			
199	Should support management of project budgets			
200	Visualize Gantt Chart for the project			
Knowledge Management				
201	Manage full life cycle of knowledge articles through (e.g., submission, editing, review, approval, publishing, usage monitoring, etc.)			
202	Could Provide knowledge management capabilities by floating the most helpful articles to the top, in order of closest match to search			
203	Automatically create knowledge articles from incident, problem and change modules			
204	Rich-text editor (RTE) and web/ hyperlinks within knowledge documents and attach files and images to knowledge documents			
205	Provide clients with 24/7 access to knowledgebase			
206	Different knowledge-based views for SD staff and end users			
207	Automatic cross reference to similar problems, with notice at data entry			
208	Copy existing solutions from the knowledge base to the opened incident resolutions to automatically populate a knowledge article into an incident			
209	File attachments and links Could be added, such as screenshots, internally stored documents, and internet-based information			
210	Items in knowledge base Could be marked as FAQ's / Checklists			
211	Could have ability to launch fast knowledge searches using the categorization			
212	Search based on keyword, Boolean string or string of characters, with wild cards			
213	Easy to cross reference solutions for re-use			
214	Could have ability to inactivate records of any sort, but Could still search and retrieve them			
215	Technicians Could publish solutions to a knowledge base			
216	Could Support creation and maintenance of links between related Knowledge Records			
217	Allow user feedback to rate knowledge articles			
218	Could Provide how often a Knowledge Record is accessed or used			

IT Governance Management				
219	Should have capability to perform risk assessments on IT Services and Assets or Configurations items in CMDB			
220	Should be able to define risk treatment plans and associate that with risks			
221	Should be able to define control objectives and controls.			
222	Ability to manage Statement of Applicability (SOA)			
223	Manage Service Audits along with Audit Steps			
224	Ability to record audit findings and escalate the audit findings record, if the finding is not closed by the specified deadline			
225	Should have ability to record and manage all company polices online			
226	Should be able to record COBIT goals and metrics and assist in COBIT implementation			
Reporting & Dashboards				
227	Built in reporting and configurable Dashboards			
228	Has pre-defined reports			
229	Has ability to make custom reports, without need for buying expensive reporting software's			
230	Reports Could be exported as .csv, .xls, XML, TIFF, web archive and pdf Formats			
System Administration Features				
231	Should have Simplified System Administration			
232	User-friendly processes, terminology and features			
233	Assign different views, forms to staff or group			
234	Ability to add new fields on forms, based on service catalog			
235	Ability to add e-forms at fly in Service Request Management			
236	Provide administrators the Has ability to enable/ disable Users account			
237	Has ability to support administrator role that Could Provide for complete system access			
238	Search database to retrieve records based on any field			
239	Email notifications sent to users based on rules			
240	Email Listener - To convert emails to incidents			
241	Email notifications sent to staff based on rules			
242	Access levels and privileges for accounts			
243	User fields/function keys to allow easy customization			
244	Spell checker for free form text entry fields			
245	Easy cut, copy, paste from email to ticket, and easily automate ticket from emails			
246	Support attachments and URL's			
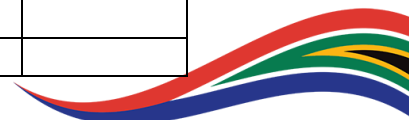
247	Frequently asked questions (FAQ) system			
248	Provide administrator with Has ability to segregate group's data based on roles			
249	Automate business processes and build workflows			
250	Create service-based business rules			

16 EVALUATION AND SELECTION CRITERIA

The OCJ has set minimum standards (Gates) that a bidder needs to meet in order to be evaluated and selected as a successful bidder. The minimum standards consist of the following:

Table 3: Evaluation and Selection Criteria

Mandatory Criteria (Gate 0)	Functional Requirements (Gate 1)	Technical Evaluation Criteria (Gate 2)	Price and B-BBEE Evaluation (Gate 3)
Bidders must submit all documents as outlined in Table 4 below. Only bidders that comply with ALL these criteria will proceed to Gate 1	Bidders must indicate if the system meet the minimum capabilities and standards outlined in Table 6 below. Only bidders that comply with all these criteria will proceed to Gate 2.	Bidder(s) are required to achieve a minimum of 70 points out of 100 points to proceed to Gate 3 (Price and BEE).	Bidder(s) will be evaluated out of 100 points and Gate 3 will only apply to bidder(s) who have met and exceeded the threshold of 70 points.

Table 4: Pre-qualification Documents

DOCUMENTS THAT MUST BE SUBMITTED TO OCJ		
MANDATORY DOCUMENTS	**HOW TO COMPLETE THE DOCUMENTS**	**DISQUALIFICATION FOR NON SUBMISSION**

Invitation to Bid – SBD 1	Complete and sign the supplied pro forma document	YES
Tax Status Tax Clearance Certificate – SBD 2	Written confirmation that SARS may on an ongoing basis during the tenure of the contract disclose the bidder's tax compliance status. (Refer Section 4.1.3) Proof of Registration on the Central Supplier Database (Refer Section 4.1.4) Vendor number In the event where the Bidder submits a hard copy of the Tax Clearance Certificate, the CSD verification outcome will take precedence.	YES
Pricing Schedule Firm Prices- SBD 3.1 **(Attach Separately)**	Complete the supplied pro forma document	Yes
Declaration of Interest – SBD 4	Complete and sign the supplied pro forma document	Yes
Preference Point Claim Form – SBD 6.1**(Attach Separately)**	Non-submission will lead to a zero (0) score on B-BBEE. The B-BBBE status level certificate will be invalid if SBD 6.1 is not submitted or attached.	No
Declaration of Bidder's Past Supply Chain Management Practices – SBD 8	Complete and sign the supplied pro forma document	Yes
Certificate of Independent Bid Determination – SBD 9	Complete and sign the supplied pro forma document	Yes

OCJ2019/02: TERMS OF REFERENCE TO REQUEST FOR BIDS FROM ACCREDITED SERVICE PROVIDERS FOR THE DEVELOPMENT, IMPLEMENTATION AND SUPPORT FOR THE INFORMATION TECHNOLOGY SERVICE MANAGEMENT SOLUTION FOR THE PERIOD OF 36 MONTHS

Registration on Central Supplier Database (CSD	The Service provider must be registered as a service provider on the Central Supplier Database (CSD). If you are not registered, proceed to complete the registration of your company prior to submitting your proposal. Visit https://secure.csd.gov.za/ to obtain your vendor number. Submit proof of registration.	No
Reference Letters	The service provider must attach a minimum of three (3) contactable reference letters for similar service rendered in the past twenty four months and complete Table 5 below in line with the attached reference letters.	Yes
Pricing Schedule	Submit full details of the pricing proposal as per in a separate envelope	Yes

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Private Bag X10, Marshalltown, 2107
Tel: +27 10 493 2500 (Switchboard)
E-mail: enquiries@judiciary.org.za
www.judiciary.org.za

Table 5: Reference letters information

Company name of main contractors	Name of Sub Contractor	% Work of Sub Contractor	Name of Department or Company	Date work done		Value of contract in Rands	Contact details	
				Start date	End date		Telephone	Email Address

OCJ2019/02: TERMS OF REFERENCE TO REQUEST FOR BIDS FROM ACCREDITED SERVICE PROVIDERS FOR THE DEVELOPMENT, IMPLEMENTATION AND SUPPORT FOR THE INFORMATION TECHNOLOGY SERVICE MANAGEMENT SOLUTION FOR THE PERIOD OF 36 MONTHS

Table 6: Functional Requirements

16.1 **Gate 1: Technical Evaluation Criteria = 100%**

Only Bidders that have met the Pre-Qualification Criteria in (Gate 1) will be evaluated in Gate 2 for functionality. Functionality technical evaluation where bidders will be 100 points and bidders are required to achieve a minimum threshold of 70 points in order to proceed to Gate 3 for Price and BBBEE evaluations, will be evaluated as follows in table 7:

Table 7: Technical Functionality Evaluation

NO	FUNCTIONALITY CRITERIA	WEIGHT
1.	The Bidder must have at least three (3) years' experience in the deployment of ITSM or similar solutions complete as per Table 6 above. 1.1. For 3 Years' Experience = **3 Points → 18%** 1.2. For 4 Years' Experience = **4 Points → 24%** 1.3. For 5 Years' and more Experience = **5 Points → 30%**	**30%**
2	The Bidder must have at least have a minimum of Three (3) successful deployments of ITSM solutions and similar solutions to organisation of similar number of users to the OCJ. 1.1. For less than 3 deployments = 0 **Points → 0%** 1.2. For 3 deployments = **3 Points → 18%** 1.3. For 4 deployments = **4 Points → 24%** 1.4. For 5 deployments and more = **5 Points → 30%**	**30%**
3.	The bidder must submit a draft SLA.	**10%**
4.	The bidder must prove that it has the experience, expertise, qualifications required or expected to ensure proper or quality execution of the assignment: 4.1 100% of team with ITIL certifications in respective area of speciality.**5 Points→ 15%** 4.2 80% of team with ITIL certifications in respective area of speciality. **4 Points→ 12%** 4.3 60% of team with ITIL certifications in respective area of speciality. **3 Points→ 9%**	**20%**

	4.4 40% of team with ITIL certifications in respective area of speciality. **2 Points→ 6%** 4.5 20% of team with ITIL certifications in respective area of speciality. **1 Points→ 3%**	
5.	The Solution produced locally and is commercially off the shelf.	**10%**
	TOTAL SCORING ALLOCATED	**100%**

16.2 **Gate 2: Price and BBBEE Evaluation (80+20) = 100 points**

16.2.1   Only bidders that have meet the Pre-Qualification criteria in (Gate 1) will be evaluated in Gate 2 for price and B-BBEE. Price and B-BBEE will be evaluated as follows:

16.2.2   In terms of Regulation 6 of the Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), responsive bids will be adjudicated on the 80/20-preference point system in terms of which points are awarded to bidders on the basis of:

a) The bid price (maximum 80 points)

b) B-BBEE status level of contributor (maximum 20 points)

16.2.3   Stage 1 – Price Evaluation (80 Points)

a) The following formula will be used to calculate the points for price:

Where

Ps   =   Points scored for comparative price of bid under consideration

Pt   =   Comparative price of bid under consideration

Pmin =   Comparative price of lowest acceptable bid

Criteria	Points
Price Evaluation $$Ps = 80\left(1 - \frac{Pt - P\min}{P\min}\right)$$	80

16.2.4   Stage 2 – BBBEE Evaluation (20 Points)

16.2.5   Stage 3 (80 + 20 = 100 points)

16.2.6   The Price and BBBEE points will be consolidated.

16.2.7   B-BBEE Points allocation

a) A maximum of 20 points may be allocated to a bidder for attaining their B-BBEE status level of contributor in accordance with the table 8 below:

Table 8: B-BBEE Points Allocation

B-BBEE level of contributor	Number of points
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

b) The B-BBEE points may be allocated to bidders on submission of the following documentation or evidence:

i. A duly completed Preference Point Claim Form: Standard Bidding Document (SBD 6.1); and

ii. The B-BBEE Certificate.

17 TRUSTS, CONSORTIUMS AND JOINT VENTURES

17.1 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

17.2 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.

17.3   Bidders must submit concrete proof of the existence of joint ventures and/or consortium arrangements. The OCJ will accept signed agreements as acceptable proof of the existence of a joint venture and/or consortium arrangement.

17.4   The joint venture and/or consortium agreements must clearly set out the roles and responsibilities of the Lead Partner and the joint venture and/or consortium party. The agreement must also clearly identify the Lead Partner, who shall be given the power of attorney to bind the other party/parties in respect of matters pertaining to the joint venture and/or consortium arrangement.

18   SUB- CONTRACTING

18.1   Bidders or tenderers who want to claim Preference points will have to comply fully with Regulations 11(8) and 11(9) of the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000) (PPPFA Act) with regard to sub-contracting.

18.2   The following is an extract from the PPPFA Act:

18.2.1   Section 11(8) "A person must not be awarded points for B-BBEE status level if it is indicated in the tender documents that such a tenderer intends sub- contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a tenderer qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract."

18.2.2   Section 11(9) "A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract."

19   GENERAL CONDITIONS OF CONTRACT

19.1   Any award made to a bidder under this bid is conditional, amongst others, upon:

19.2   The bidders accepting the terms and conditions contained in the General Conditions of Contract as the minimum terms and conditions upon which OCJ is prepared to enter into a contract with the successful bidders.

19.3   The bidders submitting the General Conditions of Contract to OCJ together with its bid, duly signed by an authorised representative of the bidder.

20   SERVICE LEVEL AGREEMENT

20.1   The OCJ and the successful bidder will conclude a Service Level Agreement regulating the specific terms and conditions applicable to the services being procured by the OCJ more or less in the format of the draft Service Level Indicators included in this tender pack. Refusal to sign the service level agreement will lead to termination of the contract.

20.2   The OCJ reserves the right to vary the proposed draft Service Level Indicators during the course of negotiations with a bidder by amending or adding thereto.

20.3   The OCJ reserves the right to accept or reject any or all amendments or additions proposed by a bidder if such amendments or additions are unacceptable to the OCJ or pose a risk to the organisation.

21   SPECIAL CONDITIONS OF THIS BID

21.1   The OCJ reserves the right not to make an award of any of the responses on this bid.

21.2   Bidders must provide an undertaking that reference checks in connection with services rendered may be conducted by the OCJ from previous clients where similar services were provided.

21.3   The OCJ may vary the scope outlined in this bid to include reasonable additional work within the wider scope of services required.

21.4   The bidders must be accessible to the OCJ at all times

21.5   The service provider shall treat as confidential all information supplied by the OCJ under this Contract. The service provider shall not divulge confidential information to any person except to its own employees, agents or representatives and then only to those employees, agents or representatives who need to know. The service provider shall ensure that its employees, agents or representatives are aware of and comply with the provision of this clause. The foregoing obligations shall be applicable after the termination of this Contract.

21.6   The service provider will establish and maintain such security measures and procedures as are reasonably practicable to provide the safe custody of the OCJ's information, data records and exhibits in its possession and to prevent unauthorised access or use thereof or loss and damage

21.7   No information concerning state activities may be furnished to the public or news media by the service provider/s or his/her employees. If the State establishes that any information has been furnished to the public or news media by any employee(s) of the service provider, the service may be terminated with immediate effect.

21.8   The service provider may not make use of or reproduce or allow the use or reproduction of any information, record, transcription, report, document, software, data, or any other particulars whatsoever of a confidential nature relating to the business or affairs of the OCJ.

21.9   The service provider will not permit any person local or overseas to assist in the provision of the services unless such person has signed an undertaking with regard to the above provisions in clauses 22.9 to 22.9

22   DECLARATON REQUIREMENTS FOR BIDDERS

22.1   In the bidder's technical response, bidders are required to declare the following:

22.1.1   Confirm that the bidders:

a)   Act honestly, fairly and with due skill, care and diligence, in the interests of the OCJ;

b)   Have and employ effectively the resources, procedures and appropriate technological systems for the proper performance of the services;

c)   Act with circumspection and treat the OCJ fairly in a situation of conflicting interests;

d)   Comply with all applicable statutory or common law requirements applicable to the conduct of business;

e)   Make adequate disclosures of relevant material information including disclosures of actual or potential own interests, in relation to dealings with the OCJ;

f)   Avoidance of fraudulent and misleading advertising, canvassing and marketing;

g)   To conduct their business activities with transparency and consistently uphold the interests and needs of the OCJ as a client before any other consideration; and

h)   To ensure that any information acquired by the bidders from the OCJ will not be used or disclosed unless the written consent of the client has been obtained to do so.

23 CONFLICT OF INTEREST, CORRUPTION AND FRAUD

23.1 The OCJ reserves its right to disqualify any bidder who either itself or any of whose members ,save for such members who hold a minority interest in the bidder through shares listed on any recognised stock exchange, indirect members being any person or entity who indirectly holds at least a 15% interest in the bidder other than in the context of shares listed on a recognised stock exchange, directors or members of senior management, whether in respect of the OCJ or any other Government organ or entity and whether from the Republic of South Africa or otherwise "Government Entity":

23.1.1 Engages in any collusive tendering, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other bidder in respect of the subject matter of this bid;

23.1.2 Seeks any assistance, other than assistance officially provided by a Government Entity, from any employee, advisor or other representative of a Government Entity in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;

23.1.3 Makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of the OCJ's employees or other representatives;

23.1.4 Makes or offers any gift, gratuity, anything of any value or other inducement, to any Government Entity's officers, directors, employees, advisors or other representatives in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;

23.1.5 Accepts anything of value or an inducement that would or may provide financial gain, advantage or benefit in relation to procurement or services provided or to be provided to a Government Entity;

23.1.6 Pays or agrees to pay to any person any fee, commission, percentage, brokerage fee, gift or any other consideration, that is contingent upon or results from, the award of any

tender, contract, right or entitlement which is in any way related to procurement or the rendering of any services to a Government Entity;

23.1.7 Has in the past engaged in any matter referred to above; or

23.1.8 Has been found guilty in a court of law on charges of fraud and/or forgery, regardless of whether or not a prison term was imposed and despite such bidder, member or director's name not specifically appearing on the List of Tender Defaulters kept at National Treasury.

24 MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT

24.1 The bidder should note that the terms of its tender will be incorporated in the proposed contract by reference and that the OCJ relies upon the bidder's tender as a material representation in making an award to a successful bidder and in concluding an agreement with the bidder.

24.2 It follows therefore that misrepresentations in a tender may give rise to service termination and a claim by the OCJ against the bidder notwithstanding the conclusion of the Service Level Agreement between the OCJ and the bidder for the provision of the service in question. In the event of a conflict between the bidder's proposal and the Service Level Agreement concluded between the parties, the Service Level Agreement will prevail.

25 PREPARATION COSTS

25.1 The bidder will bear all its costs in preparing, submitting and presenting any response or tender to this bid and all other costs incurred by it throughout the bid process. Furthermore, no statement in this bid will be construed as placing the OCJ, its employees or agents under any obligation whatsoever, including in respect of costs, expenses or losses incurred by the bidders in the preparation of their response to this bid.

26 INDEMNITY

26.1 This bidder breaches the conditions of this bid and, as a result of that breach, the OCJ incurs costs or damages (including, without limitation, the cost of any investigations, procedural impairment, repetition of all or part of the bid process and/ or enforcement of intellectual property rights or confidentiality

obligations), then the bidder indemnifies the OCJ from any legal liability and all such costs which the OCJ may incur and for any damages or losses the OCJ may suffer.

27   CONFLICT OF INFORMATION PROVIDED

27.1   This document will prevail over any information provided during any briefing session whether oral or written, unless such written information provided, expressly amends this document by reference.

28   LIMITATION OF LIABILITY

28.1   A bidder participates in this bid process entirely at its own risk and cost. The OCJ shall not be liable to compensate a bidder on any grounds whatsoever for any costs incurred or any damages suffered as a result of the bidder's participation in this bid process.

29   TAX COMPLIANCE

29.1   No tender shall be awarded to a bidder who is not tax compliant. The OCJ reserves the right to withdraw an award made, or cancel a contract concluded with a successful bidder in the event that it is established that such bidder was in fact not tax compliant at the time of the award, or has submitted a fraudulent Tax Clearance Certificate to the OCJ or whose verification against the Central Supplier Database (CSD) proves non-compliant. The OCJ further reserves the right to cancel a contract with a successful bidder in the event that such bidder does not remain tax compliant for the full term of the contract.

30   TENDER DEFAULTERS AND RESTRICTED SUPPLIERS

30.1   No tender shall be awarded to a bidder whose name (or any of its members, directors, partners or trustees) appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. The OCJ reserves the right to withdraw an award, or cancel a contract concluded with a bidder should it be established, at any time, that a bidder has been blacklisted with National Treasury by another Government institution.

31   GOVERNING LAW

31.1   South African law governs this bid and the bid response process. The bidder agrees to submit to the exclusive jurisdiction of the South

African Superior Courts in any dispute of any kind that may arise out of or in connection with the subject matter of this bid, the bid itself and all processes associated with the bid.

32 RESPONSIBILITY FOR SUB-CONTRACTORS AND BIDDER'S PERSONNEL

32.1 A bidder is responsible for ensuring that its personnel including agents, officers, directors, employees, advisors and other representatives, its sub-contractors ,if any and personnel of its sub-contractors comply with all terms and conditions of this bid. Where that the OCJ allows a bidder to make use of sub-contractors, such sub-contractors will at all times remain the responsibility of the bidder and the OCJ will not under any circumstances be liable for any losses or damages incurred by or caused by such sub-contractors.

33 CONFIDENTIALITY

33.1 Except as may be required by operation of law, by a court or by a regulatory authority having appropriate jurisdiction, no information contained in or relating to this bid or a bidder's tender(s), will be disclosed by any bidder or other person not officially involved with the OCJ's examination and evaluation of a tender.

33.2 No part of the bid may be distributed, reproduced, stored or transmitted, in any form or by any means, electronic, photocopying, recording or otherwise, in whole or in part except for the purpose of preparing a Tender. This bid and any other documents supplied by the OCJ, remain proprietary to the OCJ and must be promptly returned to the OCJ upon request together with all copies, electronic versions, excerpts or summaries thereof or work derived therefrom.

33.3 Throughout this bid process and thereafter, bidders must secure the OCJ's written approval prior to the release of any information that pertains to (i) the potential work or activities to which this bid relates; or (ii) the process which follows this bid. Failure to adhere to this requirement may result in disqualification from the bid process and civil action.

34 OFFICE OF THE CHIEF JUSTICE PROPRIETARY INFORMATION

34.1 Bidder/s will on their bid cover letter make a declaration that they did not have access to any of the OCJ's proprietary information or any other matter that may have unfairly placed that bidder in a preferential position in relation to any of the other bidders.

35 TERMINATION OF SERVICES

35.1 The OCJ may terminate the Agreement at its own discretion or temporarily suspend all or part of the services by notice to the successful bidder who shall immediately make arrangements to stop the rendering of the services and minimize further expenditure: Provided that the successful bidder shall thereupon be entitled to payment in full for the services delivered, up to the date of the termination.

36 PRICING SCHEDULE

36.1 The remuneration for the appointment of consultants will be subject to negotiate, in line with the national treasury's cost containment measures and shall not exceed the applicable rates as contained in the guideline.

36.2 The "Guide on Hourly Fee Rates for Consultants", as issued by the Department of Public Service and Administration (DPSA).

36.3 Remuneration "guidelines issued by professional service organisations or regulatory bodies, may be relevant.

ITEMS	YEAR 1	YEAR 2	YEAR 3
ITSM solution Configuration and Implementation			
Software licenses			
Project management ()			
Support and Maintenance (SLA)			
Training			
Other (please specify):			