



REPUBLIC OF SOUTH AFRICA

Office of the Chief Justice Private Bag X 10, Marshalltown, Johannesburg, 2107 • 188 14th Road, Noordwyk, Midrand • Tel: 010 493 2500 • Fax: • Website: www.judiciary.org.za

REQUEST FOR QUOTATION FORM

Request for quotation description	REQUEST FOR QUOTATIONS: PROCUREMENT OF THE RISK MANAGEMENT SOLUTIONS
OCJ quote reference number:	RFQ2025/03 RISK MANAGEMENT
Closing date and time:	10 JUNE 2025
Compulsory briefing session:	Yes 03 June 2025 at 11:00 AM, MS Teams (Meeting link will be circulated on OCJ'S Website under advertised tenders)

You are hereby requested to provide the Office of the Chief Justice with a price quotation as per the attached specifications.

Conditions of the RFQ:

1. All prices must be firm and must be inclusive of VAT (Only if a bidder is a VAT Vendor).
2. Prices must be valid for at least 60 days from the quotation date.
3. The delivery period must be indicated on SBD 3.
4. All required documentation to be submitted with your proposal/quotation are attached with this request.
5. Proposals submitted after the closing date and time will not be considered.
6. All proposals must be forwarded to OCJQuotations@judiciary.org.za and no hand delivered proposals will be accepted
7. Successful service provider will be subjected to company screening as per the OCJ's Screening Policy
8. The general conditions of contract as published by National Treasury will apply to all contracts entered into between the OCJ and the supplier.
9. Publication: E-Tender Portal, Departmental Website & Period of the Advert: 14 Days
10. Required returnable Documents: Duly completed and signed SBD forms (SBD1, SBD 3 SBD 4 & SBD 6.1)
 - NB: SBD 6.1 Should be accompanied by the following documents where specific goals is applicable:
 - Letter from a Medical Doctor confirming a disability.

Bidders must reduce all telephonic enquiries to writing and send it to the above email address

ENQUIRIES SHOULD BE DIRECTED TO BELOW PERSONS			
Supply Chain Management		Specifications	
Name:	M Mavuso	Name:	N.Mngomezulu
Tel / cell no.	010 493 2500	Tel / cell no.	010 493 2552/2500
Email:	MMavuso@judiciary.org.za	Email:	NMngomezulu@judiciary.org.za

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ANNEX A: INTRODUCTION

1. PURPOSE AND BACKGROUND

1.1. PURPOSE

The purpose of this RFQ is to invite Suppliers (hereinafter referred to as “bidders”) to submit quotations for the Enterprise Risk Management System/Solution, Support and Maintenance for 24 months which includes updates and upgrades

1.2. BACKGROUND

- 1.2.1. The Enterprise Risk Management (ERM) unit is a business unit that resides within the Chief Directorate: Internal Audit and Risk Management. This unit is responsible to ensure that the enterprise-wide risk management is embedded in the Office of the Chief Justice (OCJ). One of the key responsibilities is conducting annual risk assessments where risk registers for the organisation are documented for management and monitoring.
- 1.2.2. The current risk registers for the following business units/ courts have been conducted:
 - a) OCJ strategic risk register
 - b) OCJ Fraud and corruption risk register
 - c) OCJ ICT strategic risk register
 - d) OCJ compliance risk register
 - e) Various Branches Risk Registers

2. SCOPE OF BID

2.1. SCOPE OF WORK

The Office of the Chief Justice is requesting quotations from service providers for the Enterprise Risk Management system/solution (inclusive of the Compliance Management module) as per the below paragraphs:

- 2.1.1. Once off purchase of 29 named Enterprise Risk Management system/solution licences. Licensing fee. The bidder must specify whether the licensing fees are subscription based or will belong to the OCJ.
- 2.1.2. Installation and configuration of Enterprise Risk Management system/solution on the server
- 2.1.3. Data Migration must be stipulated/indicated for (this will not apply if CURA is the software package proposed by prospective bidder)
- 2.1.4. In person training to Administrators at OCJ National Office, Midrand
- 2.1.5. Support and Maintenance for 24 months which includes updates and upgrades

2.2. DELIVERY ADDRESS

1.	Office of The Chief Justice (Head Office)	188 14th Road, Noordwyk, Midrand, 1685

2.3. CUSTOMER INFRASTRUCTURE AND ENVIRONMENT REQUIREMENTS

2.3.1. **The ERM unit is reporting on the monitoring of the implementation of the risk mitigations in line with the approved risk registers to the Audit and Risk Committee quarterly. This process requires a comprehensive analysis to ensure accurate and complete reporting.**

- a) The ERM unit has a Risk Management solution which has been undergoing enhancements since August 2023 with system reports being the main challenge that resulted to manual reports being submitted to the ARC since the enhancement project. In addition, the ERM unit has identified gaps in the existing solution which includes poorly structured tool to document risk registers, the solution not operating to its full capacity in a sense that there are options that are not functional, limits accountability as the system only allows access to the Risk Management team and Risk Champions, and inadequate system reports.
- b) A benchmarking exercise was conducted with relevant departments to determine and assess the risk management solutions that are available for risk management. Furthermore, a comprehensive assessment of the AS-IS solution was done to determine the gaps and future requirements.
- c) The current risk management solution has limitations in terms of functionality and disabled features and does not include compliance risk management components which the unit require to fully perform their mandated function, and which results to the ERM unit having to upgrade the system for these functionalities to be activated. Enterprise Risk Management system/solution need to be customised and be flexible to fit the OCJ business requirements and be strictly aligned with the risk management frameworks and policies.
- d) While the system should be easy and user-friendly, the OCJ structure should be properly defined within the system to allow alignment of the risk assessments together with risk appetite and tolerance statements/ threshold to relevant objectives. The current system does not define the organisational structure.
- e) The properly defined structure will allow various users such as organisation owner, risk owner among many, to have access to the relevant risk areas.
- f) The most critical part of the system is reporting tools which the current system had limitation on which resulted to an enhancement project that was not successfully delivered on time.

2.3.2. ICT Infrastructure Requirements:

Requirement	Microsoft SQL Server	Oracle
Support Operating System	MS Windows	MS Windows
SQL Language	T – SQL	PL-SQL
Interface	Gui and SQL	API, Gui or SQL
Supporting Programming Language	C#, Java, Javascript, PHP, Python & Visual Basic	C, C#, C++, Java, Java Script, PHP, Python, Visual Basic

3. SOLUTION REQUIREMENTS

3.1. SOLUTION REQUIREMENT REQUIREMENTS

Solution Requirement	Microsoft SQL Server 2019 Express above		Oracle18c Express Edition	
Operating system versions	Windows Server 2016 and later	Windows 10	Windows Server 2016 and later	Window 10 or later
Free space on Hard disk	8 GB minimum		8GB minimum	
RAM	4 GB minimum		4 GB minimum	
Processor type	AMD Opteron, Intel EM64T		AMD64 and Intel EM64T	

3.1.1. The Risk Management Solution should be configured on UAT, training, production and DR sites

3.1.2. An integrated solution that will provide modules for both Enterprise Risk Management and Compliance Management as outlined below:

a) Risk Management

- i. Capturing of the departmental risk registers in line with the departmental risk management framework and organisational structure defined in the system, allowing the registers to be linked to relevant objectives. The system should be able to maintain risk registers for each financial year.
- ii. Provide full library or catalogue for the risks, root causes and controls/ risk mitigations that can be assigned to different risk registers.
- iii. Assign all risks to relevant risk owners including multiple risk owners, the risk owners should be notified on actions that needs to be done on their risk registers.
- iv. The system should have configuration for the risk appetite and tolerance including the key risk indicator library to allow the implementation of the risk appetite and tolerance framework.
- v. Provide various management reports that include a customised report for the risk management committee, trend analysis report and quarterly report to monitor the movements of implementation of the risk mitigations.
- vi. Allows the organisational owner to access the profile of the organisation, risk owners and champions to access risk assessments assigned to their areas of responsibilities while allowing the risk management team super user access.

- b) Compliance Management
 - i. Provide the updated legislative universe in line with the OCJ legislation, categorised into primary and secondary categories.
 - ii. The system should update the pieces of legislation as and when updates becomes available.
 - iii. Provide a tool for compliance universe risk assessment and various management reports (monthly and quarterly).
 - iv.

3.2. SOLUTION SECURITY REQUIREMENTS

Solution Requirement	Microsoft SQL Server 2019 Express or above	Oracle18c Express Edition or above
Authentication	User authentication at the instance level and at the database level	Confirmation of user identity at the database level and based on OS roles
Database sharing	Users cannot share databases	Users can share databases
Database back up	Scheduled Full backup	Scheduled Full backup

4. BID EVALUATION STAGES

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

Stage	Description	Applicable for this bid YES/NO
Stage 1	Administrative pre-qualification verification	Yes
Stage 2A	Technical Mandatory requirement evaluation	Yes
Stage 2B	Technical Proof of Concept requirement evaluation	Yes
Stage 3	Special Conditions of Contract verification	Yes
Stage 4	Price / Preferential Points evaluation	Yes

ANNEX A.1: ADMINISTRATIVE PRE-QUALIFICATION

5. ADMINISTRATIVE PRE-QUALIFICATION REQUIREMENTS

5.1. ADMINISTRATIVE PRE-QUALIFICATION VERIFICATION

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

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

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

5.2. ADMINISTRATIVE PRE-QUALIFICATION REQUIREMENTS

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

6. TECHNICAL MANDATORY

6.1. INSTRUCTION AND EVALUATION CRITERIA

- (1) The bidder **must comply with ALL the requirements as per section 6.2 below by providing substantiating evidence** in the form of documentation or information, failing which it will be regarded as “NOT COMPLY”.
- (2) The bidder **must provide a unique reference number** (e.g. binder/folio, chapter, section, page) to locate substantiating evidence in the bid response. During evaluation, OCJ reserves the right to treat substantiation evidence that cannot be located in the bid response as “NOT COMPLY”.
- (3) The bidder **must complete the declaration of compliance** as per section 6.3 below by marking with an “X” either “COMPLY”, or “NOT COMPLY” with ALL of the technical mandatory requirements, failing which it will be regarded as “NOT COMPLY”.
- (4) The bidder must comply with ALL the TECHNICAL MANDATORY REQUIREMENTS in order for the bid to proceed to the next stage of the evaluation.
- (5) No URL references or links will be accepted as evidence.

6.2. TECHNICAL MANDATORY REQUIREMENTS

TECHNICAL MANDATORY REQUIREMENTS	Substantiating evidence of compliance (used to evaluate bid)	Evidence reference (to be completed by bidder)
<p>(1) BIDDER CERTIFICATION / AFFILIATION REQUIREMENTS</p> <p>(a) The bidder must be accredited with the OSM on an enterprise level for the supply, install and maintenance of the system/solution they are proposing to OCJ,</p>	<p>Attach to ANNEX B a copy of a valid OSM enterprise certificate for the supply, install and maintenance of the system/solution they are proposing to OCJ,</p> <p>NOTE: OCJ reserves the right to verify the information provided.</p>	<p><provide unique reference to locate substantiating evidence in the bid response – see Annex B, section 11.1></p>
<p>(2) BIDDER EXPERIENCE AND CAPABILITY REQUIREMENTS</p> <p>The bidder must have provided Risk Management Solutions/Systems to at least two (2) customers in the last Five (5) years (2019 to date)</p>	<p>Provide references from at least two (2) customers to whom projects for the supply, support and maintenance of Risk Management Solutions /Systems were delivered.</p> <p>NB: OCJ reserves the right to verify information provided</p>	<p><provide unique reference to locate substantiating evidence in the bid response – see Annex B, section 11.2, table 1></p>

TECHNICAL MANDATORY REQUIREMENTS	Substantiating evidence of compliance (used to evaluate bid)	Evidence reference (to be completed by bidder)
<p>(3) SOLUTION FUNCTIONAL REQUIREMENT</p> <p>The bidder must confirm compliance to the functional Product / Service Functional requirements for the supply, support and maintenance of Risk Management Solutions /Systems</p>	The bidder must confirm that they comply with the Solution Functional Requirements by completing Annex B.	<provide unique reference to locate substantiating evidence in the bid response – see Annex B, section 11.3

6.3. DECLARATION OF COMPLIANCE

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

7. TECHNICAL FUNCTIONALITY EVALUATION REQUIREMENT

7.1. INSTRUCTION AND EVALUATION CRITERIA

- (1) The bidder **must complete in full all the TECHNICAL FUNCTIONALITY requirements**.
- (2) The bidder must provide a unique reference number (e.g. binder/folio, chapter, section, page) to locate substantiating evidence in the bid response. During evaluation, OCJ reserves the right to treat substantiation evidence that cannot be located in the bid response, as "NOT COMPLY".
- (3) Evaluation per requirement. The evaluation (scoring) of bidders' responses to the requirements will be determined by the completeness, relevance and accuracy of substantiating evidence.
- (4) Functionality will be evaluated by conducting [the following independent stages in the tender processes](#)
 - (a) [Evaluation of the Proposed Solution \(Stage 2B\)](#)
- (5) OCJ will inform the bidders about the logistical arrangements regarding PRESENTATION EVALUATIONS. Bidders must be prepared to present the solution offering at the premises of OCJ (in Midrand), or at their own premises.

7.2. PRESENTATION

i. INSTRUCTION AND EVALUATION CRITERIA

- (1) Only those bids that successfully passed all of the previous evaluation stages will progress to this evaluation stage, namely PRESENTATION (Stage 2B).
- (2) The bidder will be required to do a presentation of their proposed solution as per Stage 2 that contains the ability to support the business objectives in relation to the required technology infrastructure and the required components.
 - (a) the evaluation panel may request demonstration or explanation regarding any or all aspect of the technical Functionality requirements.
- (3) **Weighting of requirements:** The score for the PRESENTATION will be calculated as follows:
 - (a) Each Bidder must PRESENT and will be evaluated on the understanding of the solution requirement and presenting the most fit as follows:

CRITERIA	WEIGHTS
○ Presentation of the Solution – Bidder will present the proposed solution to the department and the presentations will be scored on separate score sheets, using Annexure C	100
TOTAL POINTS ON PRESENTATION MUST ADD TO 100	100

- (4) **Minimum threshold.** These individual scores will be converted to a cumulative percentage and only those bidders that have met or exceeded the minimum threshold of **80%** (cumulative) out of a total of **100%** will proceed to the **next evaluation stage**.

ANNEX A.2: SPECIAL CONDITIONS OF CONTRACT (SCC)

8. SPECIAL CONDITIONS OF CONTRACT

8.1. INSTRUCTION

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

8.2. SPECIAL CONDITIONS OF CONTRACT

(1) CONTRACTING CONDITIONS

- (a) **Formal Contract.** The Supplier must enter into a formal written Contract (Agreement) with OCJ internal
- (b) **Right of Award.** OCJ reserves the right to award the contract for required goods or services to multiple Suppliers.
- (c) **Right to Audit.** OCJ reserves the right, before entering into a contract, to conduct or commission an external service provider to conduct a financial audit or probity to ascertain whether a qualifying bidder has the financial wherewithal or technical capability to provide the goods and services as required by this tender.

- (2) **DELIVERY ADDRESS.** The supplier must deliver the required products or services at as indicated in Section 2.2, Delivery Address

(3) DELIVERY SCHEDULE

- (a) The scope of work (Section 2.1) and Section 3 (Requirements) must be completed within <duration> after the contract has been awarded to all below OCJ buildings i.e. decommission, supply, install and configure.
- (b) The Supplier is responsible to perform the work as outlined in the following Breakdown Structure (WBS):

WBS	Statement of Work	Delivery Timeframe
1.	Requirement Analysis and Design	Three weeks
2.	Implementation	Three Weeks
3.	Testing and deployment	Three weeks
4.	Training and Embodying Users	Two weeks

(4) **SERVICES AND PERFORMANCE METRICS**

- (a) The Supplier is responsible to provide the following services as specified in the Service Breakdown Structure (SBS):

Service Description	Milestone / Service Element	MTTR (respond) (working hours / working days)	MTTR (repair) (working hours / working days)	Target	Maximum SLA Penalty	Notes
Preventative, Adaptive and Perfective Maintenance Services						
Support and Maintenance of the Production and Disaster Recovery for Risk Management Solution	Solution Availability	n/a	n/a	98% availability per month	10%	Ensure solution availability. 24 hours per day, seven days per week, 365 days per year
	Incidents and Problems -Low Priority	1 hour	16 hours	98% of all incidents logged are resolved within MTTR (repair)	10%	During office hours. Monday to Friday, 08:00am to 05:00pm
	Incidents and Problems -Medium Priority	1 hour	8 hours	98% of all incidents logged are resolved within MTTR (repair)	10%	During office hours. Monday to Friday, 08:00am to 05:00pm
	Incidents and Problems -High Priority	1 hour	4 hours	98% of all incidents logged are resolved within MTTR (repair)	10%	During office hours. Monday to Friday, 08:00am to 05:00pm
All levels	Major Incidents & Problems: Root Cause Analysis report.	1 hour	24 hours	100% of all Root Cause Analysis reports provided within 4 days of major incident and/or problem resolution.	5%	

Service Description	Milestone / Service Element	MTTR (respond) (working hours / working days)	MTTR (repair) (working hours / working days)	Target	Maximum SLA Penalty	Notes
	Major Incidents & Problems: Root Cause Analysis recommendation(s) implementation.	1 hour	32 hours	100% of all Root Cause Analysis recommendations implemented within the Department's approved timeframes.	5%	
	Auto transfer	1 hour	36 hours	100% of daily recordings stored on the local site CRT site server transferred to Central Repository	10%	
	Solution Release Management	1 hour	n/a	100% of releases approved in line with the Department's change and release process.	All releases must be approved in line with the Department's change and release processes, prior to deployment	The application of any software patches, updates or upgrades must be approved by the Department prior to implementation. All software patches, updates or upgrades can only be implemented after hours, at no extra cost to the OCJ.

(5) **SCOPE OF TECHNICAL SOLUTION DEVELOPMENT**

- a) Researching and Evaluating Potential Solutions
- b) Planning and Designing the Implementation Process
- c) Testing and Quality Assurance.

d) Training and Onboarding Users

(6) **SUPPLIER PERFORMANCE REPORTING**

- (a) The Supplier will report on a weekly basis to OCJ/Client during the design, installation and implementation phase of the project; weekly written reports are to be presented to the OCJ/Client on the progress of the preceding week until installation process has been completed.
- (b) By weekly meetings to be scheduled between OCJ/Client and service provider and also ADHOC meetings from both sided.
- (c) The Supplier is required to generate regular reports as outputs during the maintenance and support cycle within the following service levels (the report type will drive the service level agreement; definition of the content of each report type will be finalised at the time of concluding the contracted service level agreement).

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

- (a) The Supplier must utilise at least two (2) technical employees who are OSM enterprise certified for the entire period of the contract.
- (b) The Supplier represents that,
 - (i) it has the necessary expertise, skill, qualifications and ability to undertake the work required in terms of the Statement of Work or Service Definition and;
 - (ii) it is committed to provide the Services; and
 - (iii) perform all obligations detailed herein without any interruption to the Customer.
- (c) The Supplier must provide the service in a good and workmanlike manner and in accordance with the practices and high professional standards used in well-managed operations performing services similar to the Services;
- (d) The Supplier must perform the Services in the most cost-effective manner consistent with the level of quality and performance as defined in Statement of Work or Service Definition;
- (e) **Original Software Manufacturer (OSM) work.** The Supplier must ensure that work or service is performed by a person who is certified by Original Software Manufacturer

(8) **LOGISTICAL CONDITIONS**

- (a) **Hours of work,** 08h00 – 16h30.
- (b) Provision to be made for work which will be Saturday and Sunday at the Head Office for two weekends.
- (c) In the event that OCJ grants the Supplier permission to access OCJ's Environment including hardware, software, internet facilities, data, telecommunication facilities and/or network facilities remotely, the Supplier must adhere to OCJ's relevant policies and procedures (which policy and procedures are available to the Supplier on request) or in the absence of such policy and procedures, in terms of, best industry practice.
- (d) **Tools of Trade.** The Supplier must bring their necessary tools of trade in order for them to perform their duties adequately.
- (e) **On-site and Remote Support.** The Supplier must give off-site and remote support, and only when off-site support is not sufficient, then on-site support will be required upon approval by OCJ representative.
- (f) **Support and Help Desk.** After hours helpdesk support is required for the period of the first three months per site during weekdays including weekends and public holidays.

(9) SKILLS TRANSFER AND TRAINING

- (a) The Supplier must provide certified training on the proposed solution or product to technical staff and operator to enable OCJ to operate and support the product or solution after implementation.
- (b) The formal basic and advanced certified training to be done for OCJ operators and technical team.

(10) REGULATORY, QUALITY AND STANDARDS

- (a) The Supplier must for the duration of the contract ensure compliance with ISO/IEC General Quality Standards, ISO27001, and Protection of Personal Information Act (POPIA).
- (b) The Supplier must for the duration of the contract ensure compliance with General Quality Standards, ISO 9001.
- (c) Performance Security. In terms of section 7.1 of the General Conditions of Contract, a successful bidder must provide to OCJ within 30 days after award of the contract a performance security to the amount of at least 10% of the bid price.
- (d) The Supplier must for the duration of the contract ensure compliance with SANS standards (SANS 10222-2)
- (e) The Supplier must for the duration of the contract ensure that the proposed product or solution conform to the list of Government Integration & Minimum Interoperability Standards (MIOS)

(11) PERSONNEL SECURITY CLEARANCE

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

(12) CONFIDENTIALITY AND NON-DISCLOSURE CONDITIONS

- (a) The Supplier, including its management and staff, must before commencement of the Contract, sign a non-disclosure agreement regarding Confidential Information.
- (b) Confidential Information means any information or data, irrespective of the form or medium in which it may be stored, which is not in the public domain and which becomes available or accessible to a Party as a consequence of this Contract, including information or data which is prohibited from disclosure by virtue of:
 - (i) the Promotion of Access to Information Act, 2000 (Act no. 2 of 2000);
 - (ii) being clearly marked "Confidential" and which is provided by one Party to another Party in terms of this Contract;
 - (iii) being information or data, which one Party provides to another Party or to which a Party has access because of Services provided in terms of this Contract and in which a Party would have a reasonable expectation of confidentiality;
 - (iv) being information provided by one Party to another Party in the course of contractual or other negotiations, which could reasonably be expected to prejudice the right of the non-disclosing Party;

- (v) being information, the disclosure of which could reasonably be expected to endanger a life or physical security of a person;
 - (vi) being technical, scientific, commercial, financial and market-related information, know-how and trade secrets of a Party;
 - (vii) being financial, commercial, scientific or technical information, other than trade secrets, of a Party, the disclosure of which would be likely to cause harm to the commercial or financial interests of a non-disclosing Party; and
 - (viii) being information supplied by a Party in confidence, the disclosure of which could reasonably be expected either to put the Party at a disadvantage in contractual or other negotiations or to prejudice the Party in commercial competition; or
 - (ix) information the disclosure of which would be likely to prejudice or impair the safety and security of a building, structure or system, including, but not limited to, a computer or communication system; a means of transport; or any other property; or a person; methods, systems, plans or procedures for the protection of an individual in accordance with a witness protection scheme; the safety of the public or any part of the public; or the security of property; information the disclosure of which could reasonably be expected to cause prejudice to the defence of the Republic; security of the Republic; or international relations of the Republic; or plans, designs, drawings, functional and technical requirements and specifications of a Party, but must not include information which has been made automatically available, in terms of the Promotion of Access to Information Act, 2000; and information which a Party has a statutory or common law duty to disclose or in respect of which there is no reasonable expectation of privacy or confidentiality;
- (b) Notwithstanding the provisions of this Contract, no Party is entitled to disclose Confidential Information, except where required to do so in terms of a law, without the prior written consent of any other Party having an interest in the disclosure;
 - (c) Where a Party discloses Confidential Information which materially damages or could materially damage another Party, the disclosing Party must submit all facts related to the disclosure in writing to the other Party, who must submit information related to such actual or potential material damage to be resolved as a dispute;
 - (d) Parties may not, except to the extent that a Party is legally required to make a public statement, make any public statement or issue a press release which could affect another Party, without first submitting a written copy of the proposed public statement or press release to the other Party and obtaining the other Party's prior written approval for such public statement or press release, which consent must not unreasonably be withheld.

(13) **GUARANTEE AND WARRANTIES.** The Supplier warrants that:

- (a) as at Commencement Date, it has the rights, title and interest in and to the Services to deliver such Services in terms of the Contract and that such rights are free from any encumbrances whatsoever;
- (b) the Product is in good working order, free from Defects in material and workmanship, and substantially conforms to the Specifications, for the duration of the Warranty period;
- (c) during the Warranty period any defective item or part component of the Product be repaired or replaced within 3 (three) days after receiving a written notice from OCJ;
- (d) the Products is maintained during its Warranty Period at no expense to OCJ;
- (e) the Product possesses all material functions and features required for OCJ's Operational Requirements;
- (f) the Product remains connected or Service is continued during the term of the Contract;

- (g) all third-party warranties that the Supplier receives in connection with the Products including the corresponding software and the benefits of all such warranties are ceded to OCJ without reducing or limiting the Supplier's obligations under the Contract;
- (h) no actions, suits, or proceedings, pending or threatened against it or any of its third-party suppliers or sub-contractors that have a material adverse effect on the Supplier's ability to fulfil its obligations under the Contract exist;
- (i) OCJ is notified immediately if it becomes aware of any action, suit, or proceeding, pending or threatened to have a material adverse effect on the Supplier's ability to fulfil the obligations under the Contract;
- (j) any Product sold to OCJ after the Commencement Date of the Contract remains free from any lien, pledge, encumbrance or security interest;
- (k) OCJ's use of the Product and Manuals supplied in connection with the Contract does not infringe any Intellectual Property Rights of any third party;
- (l) the information disclosed to OCJ does not contain any trade secrets of any third party, unless disclosure is permitted by such third party;
- (m) it is financially capable of fulfilling all requirements of the Contract and that the Supplier is a validly organized entity that has the authority to enter into the Contract;
- (n) it is not prohibited by any loan, contract, financing arrangement, trade covenant, or similar restriction from entering into the Contract;
- (o) the prices, charges and fees to OCJ as contained in the Contract are at least as favourable as those offered by the Supplier to any of its other customers that are of the same or similar standing and situation as OCJ; and
- (p) any misrepresentation by the Supplier amounts to a breach of Contract.

(14) INTELLECTUAL PROPERTY RIGHTS

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

- (e) Provide OCJ with the compliant safety file.

(15) **SUPPLIER DUE DILIGENCE**

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

8.3. DECLARATION OF COMPLIANCE

	ACCEPT ALL	DO NOT ACCEPT ALL
(1) The bidder declares to ACCEPT ALL the Special Condition of Contract as specified in section 8.2 above by indicating with an "X" in the "ACCEPT ALL" column, OR		
(2) The bidder declares to NOT ACCEPT ALL the Special Conditions of Contract as specified in section 8.2 above by -		
(a) Indicating with an "X" in the "DO NOT ACCEPT ALL" column, and;		
(b) Provide reason and proposal for each of the conditions that is not accepted.		
Comments by bidder: Provide reason and proposal for each of the conditions not accepted as per the format: Condition Reference: Reason: Proposal:		

ANNEX A.3: COSTING AND PRICING

9. COSTING AND PRICING

9.1. COSTING AND PRICING EVALUATION

- (1) In terms of Preferential Procurement Policy Framework Act (PPPFA), the following preference point system is applicable to all Bids:
 - (a) the 80/20 system (80 Price, 20 Specific Goals) for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); or
 - (b) the 90/10 system (90 Price and 10 Specific Goals) for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- (2) This bid will be evaluated using the preferential point system of **80/20**, subject to the following conditions –
 - (a) If the lowest acceptable bid price is up to and including R50 000 000 (all applicable taxes included) then the 80/20 preferential point system will apply to all acceptable bids; or
 - (b) If the lowest acceptable bid price is above R50 000 000 (all applicable taxes included) then the 90/10 preferential point system will apply to all acceptable bids;
- (3) The bidder must **complete the declaration of acceptance** as per section **9.4** below by marking with an “X” either “ACCEPT ALL”, or “DO NOT ACCEPT ALL”, failing which the declaration will be regarded as “DO NOT ACCEPT ALL” and the bid will be disqualified.
- (4) Bidder will be bound by the following general costing and pricing conditions and OCJ reserves the right to negotiate the conditions or automatically disqualify the bidder for not accepting these conditions. These conditions will form part of the Contract between OCJ and the bidder. However, OCJ reserves the right to include or waive the condition in the Contract.

9.2. COSTING AND PRICING CONDITIONS

- (1) SOUTH AFRICAN PRICING. The total price must be VAT inclusive and be quoted in South African Rand (ZAR).
- (2) **TOTAL PRICE**
 - (a) All quoted prices are the total price for the entire scope of required services and deliverables to be provided by the bidder.
 - (b) The cost of delivery, labour, S&T, overtime, etc. must be included in this bid.
 - (c) All additional costs must be clearly specified.
- (3) **BID EXCHANGE RATE CONDITIONS.**
- (4) The bidders must quote FIRM (FIXED) PRICING. The pricing provided by the bidder shall be firm for the contract period and shall not be subject to any price adjustments (e.g. CPI, ROE, etc.)

9.3. BID PRICING SCHEDULE

Note: Bidders will complete the bid pricing schedule in the Excel spreadsheet format provided and include this as part of the hard copy submission documents.

OCJ reserves the right to negotiate pricing with the successful bidder prior to the award as well as envisaged quantities.

9.4. DECLARATION OF ACCEPTANCE

	ACCEPT ALL	DO NOT ACCEPT ALL
(1) The bidder declares to ACCEPT ALL the Costing and Pricing conditions as specified in section 9.2 above by indicating with an "X" in the "ACCEPT ALL" column, or		
(2) The bidder declares to NOT ACCEPT ALL the Costing and Pricing Conditions as specified in section 9.2 above by -		
(a) Indicating with an "X" in the "DO NOT ACCEPT ALL" column, and;		
(b) Provide reason and proposal for each of the condition not accepted.		
Comments by bidder: Provide the condition reference, the reasons for not accepting the condition.		

9.5. PREFERENCE REQUIREMENTS

9.5.1. INSTRUCTION AND POINTS ALLOCATION

- (1) The bidder must complete in full all the PREFERENCE requirements.
- (2) **Allocation of points per requirements:** The points allocation of bidders' responses to the requirements will be determined by the completeness, relevance and accuracy of substantiating evidence.
- (3) A maximum of **20 points** may be allocated to a tenderer for the Specific Goals in accordance with attached SBD 6.1.

ANNEX A.4: Terms and definitions

10. ABBREVIATIONS

PPPFA	Framework Act
ISO	International Organization for Standardization
IEC	International Electrotechnical Commission
POPIA	Protection of Personal Information Act
OCJ	Office of The Chief Justice
MIOS	Minimum Interoperability Standards
SANS	South African National Standards
OSM	Original Software Manufacturer

ANNEX B: BIDDER SUBSTANTIATING EVIDENCE

11.0 MANDATORY REQUIREMENT EVIDENCE

11.1 BIDDER CERTIFICATION / AFFILIATION REQUIREMENTS

Attach a copy of a valid OEM/OSM enterprise certificate for the supply and installation of access control systems here.

11.2 BIDDER EXPERIENCE AND CAPABILITY REQUIREMENTS

Complete table below, noting that:

- Bidder must provide references from at least two (2) customers to whom at least one (1) project each for the supply, support and maintenance of Risk Management Solutions/Systems were delivered; and
- Project end-date must be current or not older than 5 years from date this bid is advertised,
- Scope of work must be related.

Table 1: References

No	Company name	Reference Name, Tel and/or email	Project Scope of work	Project Start and End-date
1	<Company name>	<Person Name> <Tel> <email>	< Provide the details of the scope for supply, support and maintenance of Risk Management Solutions/Systems was provided>	Start Date: End Date:
2				
3				
4				
5				

11.3 SOLUTION FUNCTIONAL REQUIREMENT

The bidder must confirm that they comply with the following Service/Technical Functional Scope Requirements as indicated below as this will be legal contractual binding.

The Bidder must provide maintenance and support and all other services as specified in section 2 and 3 of the RFQ for Enterprise Risk Management System/Solution, Support and Maintenance for 24 months which includes updates and upgrades as indicated in the table below.

Item	Description	Comments	Comply	Do not Comply
(1) Risk Management	The proposed Risk Management Solution must have be able to capture departmental risk registers in line with the departmental risk management framework and organisational structure defined in the system, allowing the registers to be linked to relevant objectives. The system should be able to maintain risk registers for each financial year			
	The proposed Risk Management Solution must provide full library or catalogue for the risks, root causes and controls/ risk mitigations that can be assigned to different risk registers.			
	The proposed Risk Management Solution must assign all risks to relevant risk owners including multiple risk owners, the risk owners should be notified on actions that needs to be done on their risk registers.			
	The proposed Risk Management Solution must have configuration for the risk appetite and tolerance including the key risk indicator library to allow the implementation of the risk appetite and tolerance framework.			
	The proposed Risk Management Solution must provide various management reports that include a customised report for the risk management committee, trend analysis report and quarterly report to monitor the movements of implementation of the risk mitigations			
	The proposed Risk Management Solution must allow the organisational owner to access the profile of the organisation, risk owners and champions to access risk assessments assigned to their areas of responsibilities while allowing the risk management team super user access			
(2) Compliance Management	The proposed Risk Management Solution must provide the updated legislative universe in line with the OCJ legislation, categorised into primary and secondary categories			
	The proposed Risk Management Solution must update the pieces of legislation as and when updates become available			
	The proposed Risk Management Solution must be able to provide a tool for compliance universe risk assessment and various management reports (monthly and quarterly)			
(3) Technical solution Requirements	Operating system versions: MS Windows			

	SQL Language: T – SQL or PL – SQL			
	Interface: API, Gui and SQL			
	Supporting Programming Language: C#, Java, Javascript, PHP, Python & Visual Basic			
	Windows Server 2016 and later and Window 10			
	Operating system versions Windows Server 2016 or later and Windows 10			
	Free space on Hard disk: 8 GB minimum			
	RAM: 4 GB minimum			
	Processor type: AMD Opteron, Intel EM64T			

NOTE: Failing to comply with all the aspect of this section will result in disqualification.

Yes = Comply

No = not comply (Thus, disqualified)

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

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

.....

Signature

Designation:

Submitted by:

Name:
Rank:
Date:

ANNEXURE C – PRESENTATION OF THE SOLUTIONS

REQUEST FOR QUOTATIONS: PROCUREMENT OF THE RISK MANAGEMENT SOLUTIONS.

NB: Bid Evaluation Committee members will use this annexure to evaluate bidder's Presentation of the proposed Solutions Only shortlisted bidders will do a Presentations on the proposed Solutions and a bid proposal scoring less than Eighty (80) out of one hundred (100) points will not be considered for further evaluation, therefore not qualifying for the Stage 3

Bidder's Proof of Concept (POC) must meet the following requirements:

Requirement	Comply
1. Risk Management solution should be designed and take advantage of relational database and tight integrated with Office document. File document should be stored in the database and end user should not be aware of the automatic check – out and check – in of document. The risk management solution should have the ability to store documents as attachment.	
2. The Risk Management solution should support Desktop and access to the database server and operating system should be Windows 11 or above.	
3. User authentication at the instance level and at the database level	
4. Servers should be used with synchronous, asynchronous, and Failover Clustering	
5. Scheduled Full backup	
6. Risk Management solution should support HTTP or HTTP (TLS/SSL).	
7. Risk Management solution should run on desktop application and should run .NET Framework or J2EE version.	
8. Risk Management solution should support Window authentication and active directory application access	
9. The Risk Management Solution should be configured on UAT, training, production and DR sites	

Requirement	Comply
10. The Risk Management Solution should be able to capture the departmental risk registers in line with the departmental risk management framework and organisational structure defined in the system, allowing the registers to be linked to relevant objectives. The system should be able to maintain risk registers for each financial year.	
11. The Risk Management Solution should be able to provide full library or catalogue for the risks, root causes and controls/ risk mitigations that can be assigned to different risk registers.	
12. The Risk Management Solution should be able to assign all risks to relevant risk owners including multiple risk owners, the risk owners should be notified on actions that needs to be done on their risk registers.	
13. The system should have configuration for the risk appetite and tolerance including the key risk indicator library to allow the implementation of the risk appetite and tolerance framework	
14. The Risk Management Solution should be able to provide various management reports that include a customised report for the risk management committee, trend analysis report and quarterly report to monitor the movements of implementation of the risk mitigations	
15. The Risk Management Solution should be able to allow the organisational owner to access the profile of the organisation, risk owners and champions to access risk assessments assigned to their areas of responsibilities while allowing the risk management team super user access	
16. Compliance Management Solution should be able to provide the updated legislative universe in line with the OCJ legislation, categorised into primary and secondary categories	
17. The system should update the pieces of legislation as and when updates becomes available	
18. Compliance Management Solution should be able to provide a tool for compliance universe risk assessment and various management reports (monthly and quarterly).	

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
RFQ REF:	RFQ2025/03 RISK MANAGEMENT	CLOSING DATE:	10 JUNE 2025	CLOSING TIME:	11H00 AM
DESCRIPTION	REQUEST FOR QUOTATIONS: PROCUREMENT OF THE RISK MANAGEMENT SOLUTIONS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Ms. Mtshidiso Mavuso		CONTACT PERSON	Mr. N.Mngomezulu	
TELEPHONE NUMBER	010 493 2500		TELEPHONE NUMBER	010 493 2500/2552	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	OCJQuotations@judiciary.org.za		E-MAIL ADDRESS	NMngomezulu@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					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 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:

.....

REQUEST FOR QUOTATIONS: PROCUREMENT OF THE RISK MANAGEMENT SOLUTIONS

SBD 3.3

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER: RFQ NO.: RFQ2025/03 RISK MANAGEMENT
CLOSING TIME 11:00AM CLOSING DATE...10 JUNE 2025.

OFFER TO BE VALID FOR 60 DAYS FROM THE CLOSING DATE OF BID.

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

REQUEST FOR QUOTATIONS: PROCUREMENT OF THE RISK MANAGEMENT SOLUTIONS

Services					
	Year 1		Year 2		Total (Year 1 + Year 2) (Excl Vat)
	Once Off Cost (excl VAT)	Recurring Cost (excl VAT)	Once Off Cost (excl VAT)	Recurring Cost (excl VAT)	
A. Once off purchase of 29 named Enterprise Risk Management system/solution licences. Licensing fee. The bidder must specify whether the licensing fees are subscription based or will belong to the OCJ.	R	R	R	R	R
B. Installation and configuration of Enterprise Risk Management system/solution on the server	R	n/a	n/a	n/a	R
C. Data Migration must be stipulated/indicated for (this will not apply if CURA is the software package proposed by prospective bidder)	R	n/a	n/a	n/a	R
D. In person training to Administrators at OCJ National Office, Midrand	R	n/a	n/a	n/a	R
E. Support and Maintenance for 24 months which includes updates and upgrades	n/a	R	n/a	R	R
Sub-Total	R	R	R	R	R
VAT	R	R	R	R	R
Total	R	R	R	R	R

REQUEST FOR QUOTATIONS: PROCUREMENT OF THE RISK MANAGEMENT SOLUTIONS

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

4. Period required for commencement with project after acceptance of bid
5. Estimated man-days for completion of project
6. The pricing provided by the bidder shall be firm for the contract period and shall not be subject to any price adjustments (such. CPI, ROE, etc.).

Note:

-
- 1) The Service Provider must clearly stipulate and indicate in the bid submission whether the pricing of software licenses are once off or recurring.
 - 2) The bidder shall only invoice the OCJ for C: Data Migration if the OCJ activate this service. This is to prevent the bidder from Migrating Data onto the same solutions/systems upon the expiry of this contract.
-
-

Any enquiries regarding bidding procedures may be directed to the –

OFFICE OF THE CHIEF JUSTICE
188 14th Road Noordwyk
Midrand
Johannesburg

Or for technical information –

Email:
Tel: 010 493 2500

Company Representative: Name

Position in Company

Signature

Date

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

- 2.2 Do you, or any person connected with the bidder, have a relationship

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

with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

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

institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

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

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

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

SBD 6.1

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

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

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

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

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

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

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the **90/10** preference point system.
- b) The applicable preference point system for this tender is the **80/20** preference point system.
- c) Either the **90/10 or 80/20 preference point system** will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

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

The maximum points for this tender are allocated as follows:

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

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

- Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

$$P_S = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) \text{ or } P_S = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
 - (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

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

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

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

The specific goals allocated points in terms of this tender		Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
SMME (EME/QSE)		4	
Enterprise with ownership of	51% or more by black person/s	4	
	34% to 50% by black person/s	3	
	17% to 33% by black person/s	2	
	1% to 16% by black person/s	1	
	0% by black person/s	0	
Enterprise with ownership of	51% or more by persons /s who are woman	4	
	34% to 50% by persons /s who are woman	3	
	17% to 33% by persons /s who are woman	2	
	1% to 16% by persons /s who are woman	1	
	0% by persons /s who are woman	0	
Enterprise with ownership of	51% or more by persons /s who are youth	4	
	34% to 50% by persons /s who are youth	3	
	17% to 33% by persons /s who are youth	2	
	1% to 16% by persons /s who are youth	1	
	0% by persons /s who are youth	0	
Enterprise with ownership of	51% or more by persons /s with disability	4	
	34% to 50% by persons /s with disability	3	
	17% to 33% by persons /s with disability	2	
	1% to 16% by persons /s with disability	1	
	0% by persons /s with disability	0	
TOTAL PREFERENCE POINTS CLAIMED OUT OF 20			

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.



188, 14th Road, Noordwyk, Midrand, 1685
Private Bag X10, Marshalltown, 2107
Tel: +27 10 493 2500 (Switchboard)
E-mail: info@judiciary.org.za
www.judiciary.org.za

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

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

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

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

16. Payment

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

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

	(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
29. Governing language	29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. Applicable law	30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. Notices	<p>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</p> <p>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.</p>
32. Taxes and duties	<p>32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.</p> <p>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.</p> <p>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.</p>
33. National Industrial Participation Programme (NIP)	33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
34 Prohibition of Restrictive practices	<p>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).</p> <p>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.</p>

- 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.