



OFFICE OF THE CHIEF JUSTICE
REPUBLIC OF SOUTH AFRICA

SBD1

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	OCJ2017/03	CLOSING DATE:	15 December 2017	CLOSING TIME:	11:00
DESCRIPTION	IMPLEMENTATION OF WI-FI SOLUTION AT THE SELECTED SUPERIOR COURTS				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Ground Floor Reception area, Office of the chief Justice, 188 14 th Road Noordwyk, Midrand					
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					
	TCS PIN:			OR	CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes			B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes
	<input type="checkbox"/> No				<input type="checkbox"/> No
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)			
	<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)			
	<input type="checkbox"/>	A REGISTERED AUDITOR			
	NAME:				
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT(FOR EMEs& QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					



SBD1

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ANSWER PART B:3 BELOW]
SIGNATURE OF BIDDER	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)			
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE (ALL INCLUSIVE)	
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT/ PUBLIC ENTITY	OFFICE OF THE CHIEF JUSTICE	CONTACT PERSON	Mr. Arthur Kekana
CONTACT PERSON	NOOITJIE NTIMANE	TELEPHONE NUMBER	010 493 2552
TELEPHONE NUMBER	010 493 2635		
E-MAIL ADDRESS	BidEnquiries@judiciary.org.za	E-MAIL ADDRESS	AKekana@judiciary.org.za



SBD1

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 ONLINE
- 1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
- 1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
- 1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.

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 VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- | | |
|--|--|
| 3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? | <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 OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.



SBD 3.1

PRICING SCHEDULE – FIRM PRICES (PURCHASES)

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of bidder..... Bid number: OCJ2017/03

Closing Time 11:00

Closing date:15 December 2017

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
----------	----------	-------------	---

-	Required by:
-	At:
-	Brand and model
-	Country of origin
-	Does the offer comply with the specification(s)?	*YES/NO
-	If not to specification, indicate deviation(s)
-	Period required for delivery *Delivery: Firm/not firm
-	Delivery basis

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

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

*Delete if not applicable

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER: BID NO.:

CLOSING TIME ON

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

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY INCLUSIVE OF <u>VALUE ADDED TAX</u>
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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 VAT for the project.

R.....

3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

4. PERSON AND POSITION

HOURLY RATE

DAILY RATE

.....
.....
.....
.....
.....

R.....
R.....
R.....
R.....
R.....

5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

.....
.....
.....
.....

R..... days
R..... days
R..... days
R..... days

5.1 Travel expenses (specify, for example rate/km and total km, class of airtravel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices

DESCRIPTION OF EXPENSE TO BE INCURRED

RATE

QUANTITY

AMOUNT

.....
.....
.....
.....

R.....
R.....
R.....
R.....

TOTAL: P.....

Bid No.:

Name of Bidder:

- 5.2 Other expenses, for example accommodation (specify, eg. Three star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
.....	R.....
.....	R.....
.....	R.....
.....	R.....

TOTAL: R.....

6. Period required for commencement with project after acceptance of bid
.....
7. Estimated man-days for completion of project
.....
8. Are the rates quoted firm for the full period of contract?
.....
9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.
.....
.....
.....
.....

Any enquiries regarding bidding procedures may be directed to the –

(INSERT NAME AND ADDRESS OF DEPARTMENT/ENTITY)

Tel:

Or for technical information –

(INSERT NAME OF CONTACT PERSON)

Tel:



DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
 - the bidder is employed by the state; and/or
 - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.
2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
 - 2.1 Full Name of bidder or his or her representative: _____
 - 2.2 Identity Number: _____
 - 2.3 Position occupied in the Company (director, trustee, shareholder²): _____
 - 2.4 Company Registration Number: _____
 - 2.5 Tax Reference Number: _____
 - 2.6 VAT Registration Number: _____
 - 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

¹"State" means –

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



- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

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

2.7 Are you or any person connected with the bidder presently employed by the state? **YES/NO**

2.7.1 If so, furnish the following particulars:

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

Name of state institution at which you or the person connected to the bidder is employed :

Position occupied in the state institution:

Any other particulars:

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES/NO**

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

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

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



2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months?

YES/NO

2.8.1 If so, furnish particulars:

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid?

YES/NO

2.9.1 If so, furnish particulars.

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?

YES/NO

2.10.1 If so, furnish particulars.

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?

YES/NO

2.11.1 If so, furnish particulars:



3 Full Details of Directors / Trustees / Members / Shareholders

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

4 DECLARATION

I, THE UNDERSIGNED (NAME) _____

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF
PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION
PROVE TO BE FALSE.

Signature

Date

Position

Name of Bidder



SBD 6.1

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

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

1.2

- a) The value of this bid is estimated to **exceed/not exceed** R50 000 000 (all applicable taxes included) and therefore the preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	
B-BBEE STATUS LEVEL OF CONTRIBUTOR	
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated



or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

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

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

80/20

or

90/10

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

or

$$P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{\min} = Price of lowest acceptable bid



4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

- 5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

- 6.1 B-BBEE Status Level of Contributor: = (maximum of 10 or 20 points)
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.)

7. SUB-CONTRACTING

- 7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- 7.1.1 If yes, indicate:

- What percentage of the contract will be subcontracted.....%
- The name of the sub-contractor.....
- The B-BBEE status level of the sub-contractor.....
- Whether the sub-contractor is an EME or QSE
(Tick applicable box)

YES ☐NO ☐

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at least 51% owned by:	EME ✓	QSE ✓
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name _____ of
company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One person business/sole propriety

Close corporation

Company

(Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....



8.6 COMPANY CLASSIFICATION

Manufacturer
 Supplier
 Professional service provider
 Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in business:.....

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding 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 bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

WITNESSES

- 1.
- 2.

.....
 SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

.....



SBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
4.1.1	<p>If so, furnish particulars:</p>		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p>The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>

4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

SBD 8

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js365bW



SBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1** This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2** Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3** Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4** This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5** In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

SBD 9

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

SBD 9

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js914w 2

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

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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 others such

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

- (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

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 on

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 income costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

- 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.

Js General Conditions of Contract (revised July 2010)



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Terms of Reference

Implementation of Wi-Fi Solution at selected Superior Courts



1. BACKGROUND

- 1.1 The Office of the Chief Justice (OCJ) was established to render support to the Chief Justice in exercising administrative and judicial powers and duties as the Head of the Judiciary and the Head of the Constitutional Court.
- 1.2 The OCJ supports the Judiciary in its mandate, which includes entrenching the Rule of Law and protecting constitutional democracy.
- 1.3 The modernization of the Courts through the use of technology will ensure effective and efficient court administration as well as improved access to justice.
- 1.4 The OCJ has recently completed the process of migrating the Superior Courts into their own VPN domain, and intends to implement a Wi-Fi solution for the courts, as indicated below in Table 1, to ensure that users without network points can have access to the network and there is WIFI connectivity throughout the critical areas of the court premises.
- 1.5 The OCJ requests proposals from service providers accredited in terms of *SITA CONTRACT 1183 – ACQUISITION OF IT SERVICES* for the provision of a Wi-Fi solution as per below:

The below table indicates the current user base per Court, that requires a Wi-Fi solution.

Site name	Town	Province	Number of Floors
CONSTITUTIONAL COURT	JOHANNESBURG	GAUTENG	3
SUPREME COURT OF APPEAL	BLOEMFONTEIN	FREE STATE	2
HIGH COURT OF SOUTH AFRICA GAUTENG DIVISION, PRETORIA	PRETORIA	GAUTENG	PALACE OF JUSTICE – 3 HIGH COURT OF SOUTH AFRICA GAUTENG DIVISION, PRETORIA - 8
HIGH COURT OF SOUTH AFRICA GAUTENG LOCAL DIVISION, JOHANNESBURG	JOHANNESBURG	GAUTENG	12
HIGH COURT OF SOUTH AFRICA KWAZULU-NATAL DIVISION, PIETERMARITZBURG	PIETERMARITZBURG	KWAZULU NATAL	3

Table 1: List of Courts where Wi-Fi solution is required.



- 1.6 All the Courts (except the Constitutional Court) indicated in Table 1 are connected to a centralised data centre in Centurion on State Information Technology Agency's (SITA) Multi Protocol Labelling Switching (MPLS) network.
- 1.7 The Constitutional Court's computer network is not connected to the OCJ Wide Area Network (WAN).
- 1.8 The OCJ have standardised on Hewlett Packard (HP) core switches and multiple layer 2 and layer 3 HP/Aruba switches spanning its LAN and WAN.
- 1.9 Blueprints of the building plans that outline the layout of each Court as well as the specification and model numbers of existing HP switches will be provided at the compulsory briefing session.

2 PURPOSE AND OBJECTIVES

- 2.1 The intent and purpose of this Request for Proposal is to solicit proposals from Service Providers to supply, deliver, configure, install and provide support and maintenance for a Wi-Fi solution at the Superior Courts listed above in Table 1, for a period of three (3) years.

3 LEGISLATIVE AND REGULATORY FRAMEWORK

The following legislative and best practice requirements are applicable:

- 3.1 The Constitution of the Republic of South Africa;
- 3.2 Public Service Risk Management Framework;
- 3.3 Public Audit Act, 2004;
- 3.4 Project Management Institute's Project Management Body of Knowledge (PMBOK);
- 3.5 DPSA Minimum Information Security Standards;
- 3.6 Public Finance Management Act, 1999;
- 3.7 Public Service Act, 1994;
- 3.8 Public Service Regulation, 2001;
- 3.9 Preferential Procurement Policy Framework Act, 2000;
- 3.10 Preferential Procurement Regulations; and
- 3.11 Treasury Regulations.



4 FORMAT AND SUBMISSION OF BID PROPOSALS

4.1 Each bid shall comprise of at least the following, bound and clearly indexed:

Section 1	Standard bidding documents, signed by the authorized company representative.
Section 2	Company profile including proof of previous experience in the field and credentials i.e. proven track record.
Section 3	Methodology and approach indicating how the service provider proposes to undertake the specified job and also demonstrate their capacity to deliver, taking into consideration the project timelines. This must include contract take up, exit management and hand over methodology at termination of contract.
Section 4	Draft Service Level Agreement clearly indicating the detailed service elements and service levels/ targets.
Section 5	Certification of proof of expertise and skills of all personnel who will be deployed to dispense services.

5 PROJECT SCOPE AND SPECIFICATION

5.1 Scope of work includes Supply, Delivery, Configuration, Installation and Commissioning of:

Device	Description
Wi-Fi Controllers	The Controller must allow for user authentication through Microsoft Active Directory. The controller must also allow more security features such as filtering and grouping of devices laptops and mobile phones.
Wi-Fi Access Points	Wi-Fi access points that will act as hotspots where Judges, officials and guests will be able to connect to.
Switches	Where additional switch(es) are required due to insufficient network ports being available on existing switches. Specifications of the switches will be supplied at compulsory briefing session.



5.2 Bidders should indicate if their proposed WIFI solution have the following capabilities and provide details where necessary:

Item	Description	Yes	No	Details
1.	Wi-Fi Alliance (WFA) certified on 802.11a/b/g/n or 802.11ac			
2.	Wireless controllers must be centralised, high performance, high availability and clustered for redundancy			
3.	Provide full Wi-Fi coverage with 100% signal strength within all areas where Wi-Fi coverage was indicated to exist			
4.	Fast and seamless roaming between Wi-Fi access points			
5.	Wi-Fi Protected Access (WPA) Data Encryption			
6.	Can be integrated with Microsoft Active Directory for Wi-Fi client authentication			
7.	Ability to create multiple guests user accounts that support Captive Portal authentication with self-sign. Total data allocation, bandwidth throttling and account validity period can be specified for guest accounts			
8.	Ability to do web filtering within the centralized management console			
9.	Ability to do intrusion detection, prevention and lockout			
10.	Are compatible with all existing switches at the OCJ			
11.	Centralized 2 tier management of WI-FI network at Court level and Datacentre level			
12.	Deployment of physical security on Access Points in order to prevent theft			
13.	All hardware equipment must be covered by a standard 1 year warranty which is effective from the date of delivery of equipment			



6 DELIVERABLES

- 6.1 Detailed assessment report to inform design and requirements
- 6.2 Delivery and installation of WI-FI solution at each identified site
- 6.3 Configuration, testing and deployment of WI-FI solution in line with the requirements
- 6.4 Additional network cabling must be CAT5E as determined by the detailed assessment report
- 6.5 Additional network switches can only be included in the proposal if there are no available ports on the OCJ's existing network switches
- 6.6 Skills transfer and training. The Service Provider must provide formal training to the OCJ to enable the OCJ to operate and support the solution after implementation.
- 6.7 Extended 2 year Onsite Next Business Day warranty on all hardware which commences at the expiry of the standard 1 year warranty.

7 TERMS AND CONDITIONS

- 7.1 This Wi-Fi Solution project **must** be completed by 15 March 2018.
- 7.2 Once the letter of appointment has been issued to a successful service provider, the service provider shall be expected to enter into a Service Level Agreement with the OCJ.
- 7.3 In the event that the contracted service provider offers a service in collaboration with another service provider in a form of a sub-contract, the OCJ will only recognise the contracted service provider as the provider of such service, thus all payment arrangements or penalties arising from any of the terms of the contract will apply directly to the main contractor in terms of the standing contract.
- 7.4 Remuneration for appointment of consultants will be subject to negotiations, in line with the National Treasury's cost containment measures and shall not exceed the applicable rates as contained in the guidelines referred to below:
 - 7.4.1 The "Guide on Hourly Fee Rates for Consultants", as issued by the Department



of Public Service and Administration (DPSA) ;and/or

- 7.4.2 Remuneration guidelines issued by professional service organisations or regulatory bodies, may be relevant.

8 KEY EXPERTISE REQUIRED

- 8.1 The service provider must prove that it has the experience, expertise, qualifications required to ensure execution of the project. Verifiable evidence must be attached.

9 PENALTIES, AUDIT AND COPY RIGHTS

- 9.1 The OCJ reserves the right to claim penalties and remedies in the event of non-performance and or delays and missed deadlines.
- 9.2 The OCJ reserves the right to inspect or audit any document pertaining to this contract and this may also include queries and complaints.
- 9.3 Should any audit or inspection reveal that the service provider has not complied with any of the terms of this contract, the service provider shall be liable for the cost of the audit or inspection as well as the cost of any losses incurred by the OCJ associated with such non-compliance.
- 9.4 All documents, software, source codes and scripts produced electronically or otherwise, by the service provider, including its employees and agents, in the fulfilment of the terms of this contract shall be and remain the sole property of the OCJ and all copyrights and ownership of documents, software, source codes and scripts shall vest with the OCJ.



10 EVALUATION CRITERIA

10.1 Evaluation of bids

The proposals will be evaluated in three (3) phases.

10.1.1 Phase One: Administrative Compliance

- a) This stage checks and validates the bidders' compliance with the legal requirements to conduct business in South Africa, as well as to the industry requirements for the supply of goods and services.
- b) A bid will not be awarded if the following administrative requirements are not complied with:

Pre-Qualification requirements	Requirements	Check list ✓ Tick each box
SBD 1	Completed, attached and signed	
SBD 3.1	Completed, attached and signed	
SBD 3.3.	Completed, attached and signed	
SBD 4:	Completed, attached and signed	
SBD 6.1:	Completed, attached and signed	
SBD 8:	Completed, attached and signed	
SBD 9:	Completed, attached and signed	
CSD registration number	Attached	
Tax Compliance Status number	Attached	



Attendance of compulsory briefing session at OCJ National Office	Attended briefing session	
Attendance of compulsory site assessment at all five (5) Courts where the Wi-Fi solution is required	Attended site assessments	

10.1.2 Phase Two: Functionality

- All responsive bids will be subjected to a prequalification evaluation on functionality.
- Bids not obtaining a minimum of 70 points on functionality will be excluded for further evaluation.
- Proposals will be evaluated and points will be allocated on the following basis for functionality:

Table 1: Evidence of track record for provision of similar services (refer to No. 3 of Functionality Criteria on page 11)

Name of main Contractor	Name of Sub-Contractor	% work of Sub-Contractor	Total Contract value	Institution where the project was implemented	Name of project sponsor in the Institution	Contact number of the project sponsor	Email address of the project sponsor

***** Please complete the table with evidence of track record. No points for Track Record (Page 11) will be awarded if this table is not completed**

FUNCTIONALITY

No	Functionality Criteria	Weighting Factor
1	<p>Methodology and Project plan:</p> <p>The Service provider must provide a detailed project plan covering each location with an overall timeline for the completion, after project commencement for the supply, delivery, installation and configuration of this Wi-Fi Solution.</p> <p>Elements to be included in Project Plan:</p> <ul style="list-style-type: none"> a) Clearly defined Project Management Methodology b) Clearly defined Project Milestones c) Clearly defined Project Timelines d) Clearly defined Project Timelines that are within the stipulated project delivery period e) Detailed network architecture diagram of the Central Server and each Court outlining at a minimum, Wi-Fi footprint and Controller redundancy <p>Points will only be scored on the criteria</p> <ul style="list-style-type: none"> 1. No Project Plan or Project Plan that include none of the above elements = 0 points 2. Project Plan with only one of the above elements = 1 point 3. Project Plan with only two of the above elements = 2 points 4. Project Plan with only three of the above elements = 3 points 5. Project Plan with only four of the above elements = 4 points 6. Project Plan with five of the above elements = 5 points 	20%
2	<p>Key Expertise Certifications and Experience</p> <p>The service provider must prove that it has the expertise with correct qualifications required to ensure execution of this project.</p>	20%



	<p>CV's of lead consultants to be submitted (copy of certifications MUST be attached)</p> <p>Points will only be scored on the criteria</p> <p>A. Network Engineering (CCNA) and number of years' experience - (6.67 %)</p> <ol style="list-style-type: none"> 1. No proof of certification attached and no experience = 0 points 2. Proof of certification and 1 Year experience = 1 point 3. Proof of certification and 2 Years experience = 2 points 4. Proof of certification and 3 Years experience = 3 points 5. Proof of certification and 4 Years experience = 4 points 6. Proof of certification and 5 or more Years experience = 5 points <p>B. Network Security Specialist (CISSP) and number of years' experience - (6.67 %)</p> <ol style="list-style-type: none"> 1. No proof of certification attached and no experience = 0 points 2. Proof of certification and 1 Year experience = 1 point 3. Proof of certification and 2 Years experience = 2 points 4. Proof of certification and 3 Years experience = 3 points 5. Proof of certification and 4 Years experience = 4 points 6. Proof of certification and 5 or more Years experience = 5 points <p>C. Project Management (PMBOK) or (PRINCE2) and number of years' experience - (6.67 %)</p> <ol style="list-style-type: none"> 1. No proof of certification attached and no experience = 0 points 2. Proof of certification and 1 Year experience = 1 points 3. Proof of certification and 2 Years experience = 2 points 4. Proof of certification and 3 Years experience = 3 points 5. Proof of certification and 4 Years experience = 4 points 6. Proof of certification and 5 or more Years experience = 5 points 	
3	<p>Track record</p> <p>Please furnish five (5) reference letters, signed and dated by the client on the client's letter head, as proof from each institution where a Wi-Fi solution of this magnitude or larger was</p>	40%



	<p>successfully implemented. The letters must include the name of the institution, project value, name and contact details of project sponsor, and must be no more than 5 years old.</p> <ol style="list-style-type: none"> 0 references = 0 points 1 reference = 1 point 2 references = 2 points 3 references = 3 points 4 references = 4 points 5 or more references = 5 points 	
4	<p>SERVICE LEVEL AGREEMENT (SLA):</p> <p>Draft SLA which clearly indicates all the service elements and their performance targets/service level and penalties.</p> <p>The draft SLA must include the below elements:</p> <ol style="list-style-type: none"> The draft SLA is tied to a detailed project plan; The draft SLA tied to detailed project plan includes penalties in case of default. The draft SLA for support and maintenance includes all the service and support elements and performance targets. The draft SLA for support and maintenance includes penalties in case of default; <ol style="list-style-type: none"> No draft SLA attached = 0 points Draft SLA contain none of the above elements = 1 point Draft SLA contain only one of the above elements = 2 points Draft SLA contain only two of the above elements = 3 points Draft SLA contain only three of the above elements = 4 points Draft SLA contain all four of the above elements = 5 points 	20%
Total		100%



Minimum qualification for the bidder to be considered for further evaluation is 70 points.

Bidders will be rated on the ratings stated below

1 - Very Poor 2 – Poor 3 – Good 4 - Very Good 5 – Excellent

Formula used for scoring = rate X weight ÷ Maximum Rating



10.1.3 Phase three: Price and B-BBEE

The 80/20 evaluation method will be 80 for price and 20 for B-BBEE Points which will be awarded as per sub-regulation 5(3) or 6(3) of the PPPFA Regulations of 2017.

Subject to sub-regulation 5(3) and /or 6(3), points must be awarded to a tenderer for attaining B-BBEE status level contributor in accordance with the table below:

BBEE STATUS LEVEL OF THE BIDDER	NUMBER OF POINTS
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

The formula below will be used to calculate the preference procurement points for price:

$$P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$$

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid or offer under consideration

P_{min} = Comparative price of lowest acceptable bid

Depending on the bidder's level of broad-based black empowerment contribution, a maximum of 20 points may be allocated to a bidder. The points scored by a bidder for broad-based black



economic empowerment contribution will be added to the preference procurement points allocated for price.

- I. A tenderer must submit proof of its B-BBEE status level of contributor;
- II. A tenderer failing to submit proof of B-BBEE status level of contributor or is a non-compliant contributor may not be disqualified, but may only score points out of 80 for price; and scores 0 points out 20 for B-BBEE.
- III. Proof of B-BBEE status level contributor include valid original or certified copies of their B-BBEE Status Level Certificates from a SANAS accredited verification agency and sworn affidavit in a case of EMEs and QSEs.
- IV. A trust, consortium or joint venture must submit a consolidated B-BBEE Status Level Verification.



11 PRICING SCHEDULE

Name of Court	CONSTITUTIONAL COURT	SUPREME COURT OF APPEAL	IN THE HIGH COURT OF SOUTH AFRICA GAUTENG DIVISION, PRETORIA (INCLUDING PALACE OF JUSTICE)	HIGH COURT OF SOUTH AFRICA GAUTENG LOCAL DIVISION, JOHANNESBURG	HIGH COURT OF SOUTH AFRICA KWAZULU-NATAL DIVISION, PIETERMARITZBURG
Hardware					
Software					
Licensing Cost					
Network Cabling – CAT5E					
Network Switches					
Implementation					
Project Management					
Other:					



Skills Transfer		N/A	N/A	N/A	N/A
Onsite break and fix, Next Business Day Exchange- Year 2					
Onsite break and fix, Next Business Day Exchange - Year 3					
Subtotal					
VAT					
Total					

12 FORMAT, PACKAGING AND SUBMISSION OF BIDS

- 12.1 Service Providers must submit a complete response to the specification to the OCJ, on the date and time specified in the SBD1.
- 12.2 The proposals must be valid for a period of three (3) months from the closing date of the bid.
- 12.3 This is a two-stage bidding process in which two separate proposals must be submitted: one for technical and another for price. Failure to submit two (2) separate proposals will result in the bid being disqualified.
- 12.4 The bidder shall place both the sealed Technical Proposal and Financial Proposal envelopes into an outer sealed envelope or packaged, and must be clearly marked as follows:

12.5 TECHNICAL PROPOSAL

- a) Mark envelope as follows: Bid No: OCJ 2017/03
Description:

Bid closing date and time:

Name and address of the bidder.
- b) In this envelope, the bidder shall only address the technical aspects of the bid.
- c) The Technical Proposal envelope must contain one original hard and copy document.

12.6 FINANCIAL PROPOSAL

- a) Mark envelope as follows: Bid No: OCJ 2017/03
Description:
Bid closing date and time:

Name and address of the bidder.
- b) In this envelope, the bidder shall provide the financial proposal.
- c) The Financial Proposal envelope must contain one original and hard copy document.

- 12.7 Economy of Proposal Preparation: Each proposal should be prepared simply and economically, providing a straightforward, concise description of the Service

Provider's ability to meet the requirements of the TOR. Excessive proposal preparation will receive no extra evaluation credit. Emphasis should be on a clear, concise and factual proposal.

12.8 The bid proposals once submitted will become the property of the OCJ and shall not be returned to the Service Provider.

12.9 Receipt of all bid proposals will be recorded in a register.

13 Compulsory briefing session and Site assessments

13.1 The briefing session will take place at the Office of the Chief Justice on 07 December 2017 at 11:00am. The physical address is 188, 14th Road, Noordwyk, Midrand.

13.2 Site assessment (1 hour per Site) will take place as indicated below:

Date	Time	Site name	Address	GPS Co-Ordinates
08 December 2017	09:00am	CONSTITUTIONAL COURT	1 HOSPITAL ROAD, BRAAMFONTEIN, JOHANNESBURG, GAUTENG	E 28.04336; S -26.1882
08 December 2017	09:00am	SUPREME COURT OF APPEAL	CNR PRESIDENT BRAND & ELIZABETH STREETS, BLOEMFONTEIN, FREE STATE	E 26.21675; S -29.11563
08 December 2017	11:00am	HIGH COURT OF SOUTH AFRICA GAUTENG LOCAL DIVISION, JOHANNESBURG	CNR KRUIS & PRITCHARD STREETS, JOHANNESBURG, GAUTENG	E 28.04547; S -26.20258
08 December 2017	02:30pm	HIGH COURT OF SOUTH AFRICA GAUTENG DIVISION, PRETORIA	CNR PAUL KRUGER & MADIBA STREETS, PRETORIA, GAUTENG	E 28.18784; S -25.7449
08 December 2017	09:00am	HIGH COURT OF SOUTH AFRICA KWAZULU-NATAL DIVISION, PIETERMARITZBURG	301 CHURCH STREET, PIETERMARITZBURG, KWAZULU NATAL	E 30.3805; S -29.599

14 ENQUIRIES

14.1 Technical Enquiries:

David Reid, 010 493 2555, dreid@judiciary.org.za

14.2 Supply Chain Enquiries:

Nooitjie Ntimane, 010 493 2500, BidEnquiries@judiciary.org.za



15 THE SLA REPORTING ARRANGEMENTS

- 15.1 All deliverables should be submitted to the OCJ. Any deliverable submitted and not accepted must be reworked and resubmitted at no additional cost.
- 15.2 The service provider will provide a single overall project manager for this project.
- 15.3 A comprehensive bi-weekly status report will be submitted by the service provider.
- 15.4 A comprehensive report will be submitted by the service provider in line with project milestones as stipulated in the agreed and approved SLA.

