



Tender Notice & Invitation to Tender				
Tender Number	Service Required	Evaluation Criteria	Compulsory Briefing session	Tender closing Date and Time
OCJ2017/04	<i>Appointment of a service provider to provide ICT Support and Maintenance services for OCJ and the Judiciary for a period of thirty six (36) months</i>	Price =80 Preference Points=20	Date: 25 August 2017 Time: 11:00 AM Venue: Office of the Chief Justice; 188 14th Road Noordwyk; Midrand. Ground Floor; Canteen	Date: 08 September 2017 Time : 11:00 AM

**Mandatory Requirements for the Bid.** SITA Transversal Contract 1183 accreditation; Attendance of compulsory briefing session.  
**Failure to comply with the above shall automatically disqualify your bid.**

Completed bid documents clearly marked with the relevant reference number and placed in a sealed envelope must be deposited in the tender box Ground Floor Reception Area Office of the Chief Justice 188 14<sup>th</sup> Road Noordwyk, Midrand  
 Attention: Supply Chain Management not later than 11:00 am on or before closing date. **Faxed, electronic or late submissions will not be accepted.**

**Only companies who have submitted all of the above information will be considered for evaluation process. The Office of the Chief Justice is under no obligation to give reasons for non-acceptance/rejection of any submission.**

SBD1

## PART A INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>				
BID NUMBER:	OCJ2017/04	CLOSING DATE:	08 SEPTEMBER 2017	CLOSING TIME:
				11:00
DESCRIPTION	Appointment of a service provider to provide ICT Support and Maintenance services for OCJ and the Judiciary for a period of thirty six (36) months			
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>				

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<sup>th</sup> Road Noordwyk; Midrand**

<b>SUPPLIER INFORMATION</b>				
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  <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes  <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:		
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMEs &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>				

**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)	
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>		<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>	
DEPARTMENT/ PUBLIC ENTITY	OFFICE OF THE CHIEF JUSTICE	CONTACT PERSON	Mr. Arthur Kekana
CONTACT PERSON	Noeltjie Ntšmane	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](http://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: .....
Closing Time 11:00	Closing date: 08 September 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)
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- |   |  |                          |
|---|--|--------------------------|
| - | 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



## DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state<sup>1</sup>, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
  - the bidder is employed by the state; and/or
  - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.
2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
  - 2.1 Full Name of bidder or his or her representative: \_\_\_\_\_
  - 2.2 Identity Number: \_\_\_\_\_
  - 2.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>): \_\_\_\_\_
  - 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.

<sup>1</sup>"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:

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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.

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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.

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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:

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### 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



## 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**

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

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"/>
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- 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	
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- 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><b>(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).</b></p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) 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	If so, furnish particulars:		
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><b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b></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 bids<sup>1</sup> 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).<sup>2</sup> 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:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>2</sup> 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

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> 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.

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

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**



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## **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](http://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.
<b>29. Governing language</b>	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.
<b>30. Applicable law</b>	30.1	The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
<b>31. Notices</b>	31.1	Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
	31.2	The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
<b>32. Taxes and duties</b>	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.
	32.2	A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
	32.3	No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
<b>33. National Industrial Participation Programme (NIP)</b>	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.
<b>34. Prohibition of Restrictive practices</b>	34.1	In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
	34.2	If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

- 34.3 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**

# ***ICT Support and Maintenance Services***



## 1. BACKGROUND

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.

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

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

The OCJ has recently completed the process of migrating the Superior Courts into their own VPN domain, and the organisation is now left with the responsibility of providing managed support services to their ICT environment. The OCJ does not have the capacity nor the skills required to provide full support and maintenance of the infrastructure to ensure continuous availability of ICT services and to ensure that the ICT environment is effectively supported and maintained.

The ICT Unit requires support and maintenance services for the entire ICT environment. The OCJ therefore requests proposals from service providers accredited in terms of **SITA CONTRACT 1183 - ACQUISITION OF IT SERVICES**.

The OCJ has approximately 2250 active users across the country. Please see the table below for user base per site.

Site Name	Region	Province	Bandwidth	OCJ Access	Number of Users	Can this Description be changed
KZN DIVISION OF THE HIGH COURT	PIETERMARITZBURG	KWAZULU NATAL	4096Kbps	No	108	1
WESTERN CAPE DIVISION OF THE HIGH COURT	CAPE TOWN	WESTERN CAPE	4096Kbps	Yes	179	1



Site name	Town	Province	Connectivity	OCJ resource	Number of Users	LAN and Desktop Technicians required
EASTERN CAPE DIVISION OF THE HIGH COURT	GRAHAMSTOWN	EASTERN CAPE	4096Kbps	No	65	1
LABOUR AND LABOUR APPEAL COURT	JOHANNESBURG	GAUTENG	2048Kbps	No	111	1
LAND CLAIMS COURT	RANDBURG	GAUTENG	2048Kbps	No	47	1
NORTH WEST DIVISION OF THE HIGH COURT	MMABATHO	NORTH WEST	4096Kbps	Yes	86	0
EASTERN CAPE DIVISION OF THE HIGH COURT	PORT ELIZABETH	EASTERN CAPE	2048Kbps	No	66	1
EASTERN CAPE DIVISION OF THE HIGH COURT	BISHO	EASTERN CAPE	2048Kbps	No	59	1
GAUTENG DIVISION OF THE HIGH COURT	JOHANNESBURG	GAUTENG	4096Kbps	Yes	338	3
GAUTENG DIVISION OF THE HIGH COURT	PRETORIA	GAUTENG	4096Kbps	No	296	3
SUPREME COURT OF APPEAL	BLOEMFONTEIN	FREE STATE	2048Kbps	No	60	1



Site name	Town	Province	Connectivity	OCJ resource	Number of Users	LAN and Desktop Technicians required
EASTERN CAPE DIVISION OF THE HIGH COURT	MTHATHA	EASTERN CAPE	2048Kbps	No	61	1
FREE STATE DIVISION OF THE HIGH COURT	BLOEMFONTEIN	FREE STATE	4096Kbps	No	123	1
KZN DIVISION OF THE HIGH COURT	DURBAN	KWAZULU NATAL	4096Kbps	No	99	1
LABOUR COURT	DURBAN	KWAZULU NATAL	1024Kbps	No	29	0
LIMPOPO DIVISION OF THE HIGH COURT	POLOKWANE	LIMPOPO	2048Kbps	Yes	84	0
NORTHERN CAPE DIVISION OF THE HIGH COURT	KIMBERLEY	NORTHERN CAPE	4096Kbps	Yes	66	0
SPECIAL TRIBUNAL COURT	EAST LONDON	EASTERN CAPE	1024Kbps	No	20	0
LABOUR COURT	CAPE TOWN	WESTERN CAPE	1024Kbps	No	19	0
LIMPOPO DIVISION OF THE HIGH COURT	THOHOYANDOU	LIMPOPO	2048Kbps	No	33	0
OCJ NATIONAL OFFICE	MIDRAND	GAUTENG	1984Kbps	Yes	198	2
MPUMALANGA DIVISION OF THE	NELSPRUIT	MPUMALANGA	4096Kbps	No	100	1



Site name	Town	Province	Connectivity	OCJ resource	Number of Users	LAN and Desktop Technicians require
HIGH COURT						

## 1.1 Server Infrastructure

The OCJ uses a virtualized environment with 6 HP DL380 hosts at the main datacentre (SITA) and 5 similar hosts at the DR site. The environment is virtualized with VMWare enterprise 6. Below is a list of virtual servers in the server environment.

Server Name	Operating System	Application
Server 1	Windows Server 2012 R2	XAMPP
Server 2	Windows Server 2012 R2	Sharepoint
Server 3	Windows Server 2008 R2 Standard	SQL Server
Server 4	Windows Server 2012 R2	System Center Configuration Manager
Server 5	Windows Server 2012 R2	DHCP Server
Server 6	Windows Server 2012 R2	Certificate Authority
Server 7	Windows Server 2012 R2	SQL Server 2012
Server 8	Windows Server 2012 R2	Active Directory
Server 9	Windows Server 2012 R2	Active Directory
Server 10	Windows Server 2012 R2	SQL Server 2012
Server 11	Windows Server 2012 R2	SQL Server 2012; Operations Manager
Server 12	Windows Server 2012 R2	Sharepoint 2013
Server 13	Windows Server 2012 R2	DNS
Server 14	Windows Server 2012 R2	Visual Studio 2013; Visual Studio 2012; Sharepoint 2013; Windows Phone
Server 15	SUSE Linux Enterprise 11	Vcenter
Server 16	Windows Server 2008 R2 Standard	NextPage
Server 17	Windows Server 2012 R2	Cura; Teammate
Server 18	Windows Server 2012 R2	Attachment Reflection
Server 19	Windows Server 2003 Ent SP2	FCP Server
Server 20	Windows Server 2012 R2	Active Directory; Exchange 2013
Server 21	Windows Server 2012 R2	RADIUS
Server 22	Windows Server 2012 R2	Front-end Identity Manager; Sharepoint 2013





Server Name	Operating System	Application
Server 23	Windows Server 2008 R2 Standard	SQL 2005; Visual Studio
Server 24	Windows Server 2012 R2	Jutastat
Server 25	Windows Server 2012 R2	Active Directory; Exchange 2013
Server 26	Windows Server 2012 R2	Exchange 2013
Server 27	Windows Server 2008 R2 Standard	WSUS
Server 28	Windows Server 2012 R2	Exchange 2013
Server 29	Windows Server 2012 R2	Exchange 2013
Server 30	Windows Server 2012 R2	Exchange 2013
Server 31	Windows Server 2012 R2	Active Directory
Server 32	Windows Server 2012 R2	Marval

### Systems used by OCJ users

System	Description
JYP	System is used by Supply Chain Management unit for Procurement purpose
BAS	Financial Management System
PERSAL	Human Resource Management System
CURA	Risk Management System
TEAMMATE	Audit Management System
JUTA STATS	Virtual Library System
LEXUS NEXIS	Virtual Library System
HIGH COURT SYSTEM	System used by Courts generate court roll and court orders
MARVAL	Service Desk tool

### Network Infrastructure

Head Office
Core Switch
Access Switches
Microtik
SITA Router
VOIP Router
Wi-Fi Controller
SITA
Core Switch
Firewall
Mikrotik
VPN & Proxy
SITA Router
All Courts
Core Switch
Access Switches
SITA Router
Mikrotik

## 2. OVERVIEW OF OCJ ICT OPERATIONS

### 2.1 Infrastructure:

Network Infrastructure at OCJ is as follows:

- a) WAN Connectivity – HP Router to the SITA WAN;



- b) LAN/MAN Connectivity – HP core switches and multiple layer 3 HP switches spanning the LAN;
- c) Lucid View – Guardian Firewall;
- d) Lucid View – Guardian Proxy;
- e) Microsoft Threat Management Gateway;
- f) Virus – Microsoft Forefront security.

Wide Area Network (WAN) connectivity at the OCJ is provided primarily through the State Information Technology Agency's (SITA) NGN.

## **2.2 Software:**

- a) The OCJ employs a variety of operating systems, primarily Windows Server 2012 on the servers, and Windows 7 & 8 for desktop computers.
- b) The OCJ SQL database infrastructure consists of a server cluster with several MS SQL databases.
- c) The Major Enterprise Business Systems are BAS, JYP and PERSAL used mainly in the finance section and PERSAL used in the human resources section.
- d) The Transversal Systems (BAS & PERSAL) are hosted, supported and maintained by SITA and operated from a mainframe environment. The OCJ is only responsible for providing LAN & Desktop support to facilitate the connectivity and functioning of the transversal systems.
- e) The OCJ hosts open-source e-learning software (Moodle) to deliver some of the South African Judicial Education Institute's training programmes online.
- f) The OCJ has an Enterprise software license Agreement with Microsoft.
- g) The OCJ uses Microsoft Exchange 2013 as its electronic mail system. Outlook 2010, 2013, 2016 as the desktop client. Outlook Web App offers users access to their e-mails via a web client.

## **3. PURPOSE AND OBJECTIVES**

### **3.1 Purpose:**

- 3.1.1 The intent and purpose of this Request for Proposal (RFP) is to solicit sealed proposals from Service Providers for the outsourcing the Information Technology (IT) services delivered by the OCJ for a period of three (3) years.



### **3.2 Objectives:**

- 3.2.1 The OCJ's major objective is to enter into a contract for the delivery of the required ICT support services at an agreed optimal cost and high level of performance for a period of three (3) years.
- 3.2.2 The service provider must also from time to time recommend and/or advise the OCJ on the best and cost effective methodologies to deliver ICT services under an outsource arrangement.

## **4. LEGISLATIVE AND REGULATORY FRAMEWORK**

The following legislative and best practice requirements are applicable:

- 4.1 The Constitution of the Republic of South Africa, Act of 1996
- 4.2 Corporate Governance of ICT Policy Framework (COBIT, ITIL, ISO 27000, ISO 38500, TOGAF)
- 4.3 The King IV Report on Corporate Governance for South Africa
- 4.4 Public Service Risk Management Framework
- 4.5 Public Audit Act (Act 25 of 2004)
- 4.6 Project Management Institute's Project MANAGEMENT Body of Knowledge (PAMBOK)
- 4.7 DPSA Minimum Information Security Standards
- 4.8 Public Finance Management Act (Act 1 of 1999 as amended by Act 29 of 1999)
- 4.9 Public Service Act of 1994 (as amended by Act 30 of 1994)
- 4.10 Public Service Regulations of 2001
- 4.11 Preferential Procurement Policy Framework Act (Act 5 of 2000)
- 4.12 Preferential Procurement Regulations
- 4.13 Treasury Regulations

## **5. FORMAT AND SUBMISSION OF BID PROPOSALS**

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 for each and every role.

Bid documents must be submitted according to the format and layout as indicated above in (1) one original and (1) one copy.

## 6. SCOPE OF WORK

6.1 The Service Provider will provide the delivery of Information and Communications Technology (ICT) Outsourcing services to the OCJ. The service provider may also offer services in addition to those specified by the OCJ upon request.

6.2 The scope of work is detailed in table 1 and 2 below. The tables includes service description and frequency.

6.3 Services rendered per service area must be in line with best practice for managed or outsourced ICT services.

6.4 It is imperative that ICT services at OCJ be accessible to users at no less than 95% of the time.

**The following services will be required on a regular basis**

**Table 1**

Service Number	Service Description	Frequency
1.	Messaging services	Regular
2.	LAN and Desktop support services	Regular
3.	Service Management systems	Regular
4.	Server and Active Directory services	Regular
5.	Network Management services	Regular
6.	Information Security services	Regular
7.	Application Support Services	Regular



**The following services will be required on Adhoc basis**

**Table 2**

<b>Service Number</b>	<b>Service Description</b>	<b>Frequency</b>
1.	Web support services (Intranet & Website)	Ad-hoc
2.	Database support	Ad-hoc
3.	Voice & Video Telecommunications services	Ad-hoc
4.	Project Management	Ad-hoc
5.	Business Process Management/ User Requirement Management/Business process automation	Ad-hoc
6.	Enterprise Architecture & Governance Risk and Compliance	Ad-hoc
7.	Network point installations	Ad-hoc
8.	Open Source Technology support	Ad-hoc

- 6.5 The service provider will be expected to render ad-hoc ICT services on a cost and material basis in line with the prevailing National Treasury/SITA or DPSA hourly rates for consultants.
- 6.6 The service provider is also expected to conduct bi-annual user satisfaction surveys and service improvement initiatives for continuous service improvement.
- 6.7 A draft SLA must be attached to indicate how the services are going to be delivered, monitored and evaluated. This must include a penalty arrangements in the event of poor performance or non-delivery.



## 7. DELIVERABLES

### 7.1 Primary Services (Regular)

Service Number	Service Description	Itemized Service elements	As a Service Provider, I will meet all Requirements ?		Service elements Included in draft SLA		Proposed Service Level	Comments
			Yes	No	Yes	No		
1	Messaging Services	Service provider shall provide and support the OCJ's standard approved Messaging infrastructure (Exchange) environment on the computing platforms, such as desktops, laptops, and tablet devices with services that include but are not limited no:						
		<ul style="list-style-type: none"> <li>Email messaging services</li> </ul>						



Service Number	Service Description	Itemized Service elements	As a Service Provider, I will meet all Requirements ?		Service elements Included in draft SLA		Proposed Service Level	Comments
			Yes	No	Yes	No		
		perimeter security services						
		<ul style="list-style-type: none"> <li>Messaging compliance services, which includes policy enforcement and messaging archiving</li> </ul>						
		<ul style="list-style-type: none"> <li>Directory services management</li> </ul>						
		<ul style="list-style-type: none"> <li>Messaging continuity services</li> </ul>						
2	LAN & Desktop Services	Desktop Software support of desktop devices including: <ul style="list-style-type: none"> <li>Associated device OS</li> <li>Business productivity software on OCJ's Std approved application</li> </ul>						



Service Number	Service Description	Itemized Service elements	As a Service Provider, I will meet all Requirements ?		Service elements Included in draft SLA		Proposed Service Level	Comments
			Yes	No	Yes	No		
		<p>stack</p> <ul style="list-style-type: none"> <li>Client software on OCJ's Std approved application stack</li> </ul> <p>Desktop Hardware support including:</p> <ul style="list-style-type: none"> <li>Desktops – excluding BYOD devices</li> <li>Laptops – excluding BYOD devices</li> <li>Network attached printers, scanners, copiers and MFP devices – excluding consumables</li> <li>Local attached peripheral</li> </ul>						

Service Number	Service Description	Itemized Service elements	As a Service Provider, I will meet all Requirements ?		Service elements Included in draft SLA		Proposed Service Level	Comments
			Yes	No	Yes	No		
		devices– excluding consumables <ul style="list-style-type: none"> <li>• Handheld computing devices</li> <li>• BYOD secured environment for messaging and file access</li> <li>• Warranty and Out of warranty repair services brokered through repair agents/suppliers</li> </ul>						
3	Service Management Systems	Help Desk operations ITSM functions Customization and integration-						

Service Number	Service Description	Itemized Service elements	As a Service Provider, I will meet all Requirements ?		Service elements Included in draft SLA		Proposed Service Level	Comments
			Yes	No	Yes	No		
		value-added customization, configuration and integration services Service delivery management and reporting						
4	Server Infrastructure and Active Directory Services	Server Services-preventative, diagnostic and remedial support including automated environment monitoring. Server software support – End-to-end lifecycle services. Mission-critical and proactive support-Maximize availability and reduce downtime. Data Storage management and						

Service Number	Service Description	Itemized Service elements	As a Service Provider, I will meet all Requirements ?		Service elements Included in draft SLA		Proposed Service Level	Comments
			Yes	No	Yes	No		
		<p>support including tape libraries.</p> <p>Server virtualization and consolidation solutions (VMWare &amp; HyperV) – Optimize capacity, utilization and contain cost.</p> <ul style="list-style-type: none"> <li>• System Administration</li> <li>• System Backup &amp; Restore Services in the Data Centre</li> <li>• Server and Network capacity management and reporting</li> <li>• Proactive Server management to reduce failure</li> </ul>						

Service Number	Service Description	Itemized Service elements	As a Service Provider, I will meet all Requirements ?		Service elements Included in draft SLA		Proposed Service Level	Comments
			Yes	No	Yes	No		
		<ul style="list-style-type: none"> <li>Active Directory Management</li> </ul>						
5	IT Network Management services	<p>Data Network Services including, but not limited to, engineering, operations and administration of the following Data Network Services and infrastructure:</p> <ul style="list-style-type: none"> <li>Installation &amp; Configuration of network equipment.</li> <li>Proactive Network performance monitoring, tuning and reporting.</li> </ul>						

Service Number	Service Description	Itemized Service elements	As a Service Provider, I will meet all Requirements ?		Service elements Included in draft SLA		Proposed Service Level	Comments
			Yes	No	Yes	No		
		<ul style="list-style-type: none"> <li>Assist SITA with the support of Wide Area Network (WAN) at points of interconnections to the LAN.</li> <li>Collaborate with Other network service providers to ensure optimal function of the OCJ network.</li> <li>Act as primary contact to ensure high network availability and performance.</li> <li>Local Area Network (LAN) support &amp; Maintenance.</li> </ul>						

Service Number	Service Description	Itemized Service elements	As a Service Provider, I will meet all Requirements ?		Service elements Included in draft SLA		Proposed Service Level	Comments
			Yes	No	Yes	No		
		<ul style="list-style-type: none"> <li>Wireless Network Support.</li> <li>Network Security (Firewall and Network Access Control (NAC)).</li> <li>Voice over Internet Protocol (VoIP) support.</li> <li>Bandwidth Analysis and Shaping, Quality of Service (QoS) in collaboration with SITA and other providers.</li> <li>Network Load Balancing.</li> <li>IP Space Management.</li> <li>Internet Domain Name</li> </ul>						

Service Number	Service Description	Itemized Service elements	As a Service Provider, I will meet all Requirements ?		Service elements Included in draft SLA		Proposed Service Level	Comments
			Yes	No	Yes	No		
		<p>Management in collaboration with SITA and other providers.</p> <ul style="list-style-type: none"> <li>• Network management, monitoring and reporting.</li> </ul>						
6	Information Security Support Services	<p><b>Service Provider Response</b></p> <p>The selected services provider is expected to provide and implement security services across all layers and levels of the ICT environment:</p> <ul style="list-style-type: none"> <li>• Backup</li> <li>• Patch Management</li> <li>• DRP</li> </ul>						



Service Number	Service Description	Itemized Service elements	As a Service Provider, I will meet all Requirements ?		Service elements Included in draft SLA		Proposed Service Level	Comments
			Yes	No	Yes	No		
		<ul style="list-style-type: none"> <li>Information Security Management.</li> <li>Provide anti-virus end-point-protection and management.</li> <li>Provide anti-virus server and related protection and management.</li> <li>Provide patch management for environments.</li> <li>Provide network security and parameter controls.</li> <li>Provide anti-spam and content filtering.</li> </ul>						

Service Number	Service Description	Itemized Service elements	As a Service Provider, I will meet all Requirements ?		Service elements Included in draft SLA		Proposed Service Level	Comments
			Yes	No	Yes	No		
		<ul style="list-style-type: none"> <li>• Provide firewall and related services.</li> <li>• Ensure all security servers and automated and managed effectively through policies and procedures.</li> <li>• Ensure a client lockdown policy to minimize end-user interference.</li> </ul>						
7.	Application Support services	<ul style="list-style-type: none"> <li>• Design, develop and implement an efficient and cost effective applications management environment</li> </ul>						

Service Number	Service Description	Itemized Service elements	As a Service Provider, I will meet all Requirements ?		Service elements Included in draft SLA		Proposed Service Level	Comments
			Yes	No	Yes	No		
		<ul style="list-style-type: none"> <li>• Perform maintenance and support of all applications as and when required.</li> <li>• Provide general application maintenance and backup services.</li> <li>• Develop applications to automate business processes as directed</li> </ul>						

## 7.2 Ad hoc Services

Ad hoc Services are to be provided on a time and material basis as and when required in line with National Treasury/DPSA/Professional service organization hourly rates.

Service Number	Service Description	Itemised Service elements Messaging Services	Meet Requirements		Included SLA		Service Level Requirements	Comments
			Yes	No	Yes	No	95%	
1	Voice & Video over IP Telecommunications services	<b>Service Provider Response</b> <ul style="list-style-type: none"> <li>• Support and Maintenance for incidents of failure (No incoming/outgoing calls.)</li> <li>• Support for PABX Management System down.</li> <li>• Support for Telephone</li> </ul>						

Service Number	Service Description	Itemised Service elements Messaging Services	Meet Requirements		Included SLA	Service Level Requirements 95%	Comments
			Yes	No	Yes	No	
		Management System down. • Telephone instrument support. • Routine system back-ups. • Service Requests.					
2	Database Administration and Application support services	<b>Service Provider Response</b> • Design, develop and implement an efficient and cost effective databases management environment • Perform maintenance					

Service Number	Service Description	Itemised Service elements Messaging Services	Meet Requirements		Included SLA		Service Level Requirements 95%	Comments
			Yes	No	Yes	No		
		<p>and support of all databases as and when required.</p> <ul style="list-style-type: none"> <li>• Ensure connection and access to multiple databases as and when required.</li> <li>• Provide general database maintenance and backup services.</li> <li>• Database services reporting.</li> </ul>						
3	Business Analysis & Project Management services	<ul style="list-style-type: none"> <li>• User Requirement Management.</li> <li>• Project Delivery</li> </ul>						

Service Number	Service Description	Itemised Service elements Messaging Services	Meet Requirements		Included SLA		Service Level Requirements	Comments
			Yes	No	Yes	No	95%	
		Manager and reporting. <ul style="list-style-type: none"> <li>Business Process management services as and when required</li> <li>Business process automation services as and when required</li> </ul>						
4	Web Support Services (Intranet & Website)	<ul style="list-style-type: none"> <li>Intranet Support for the OCJ including Courts.</li> <li>Internet website support OCJ including Courts.</li> </ul>						
5	Enterprise Architecture, Governance, Risk and Compliance	<ul style="list-style-type: none"> <li>Enterprise architecture, Governance, Risk and Compliance</li> </ul>						

Service Number	Service Description	Itemised Service elements Messaging Services	Meet Requirements		Included SLA		Service Level Requirements 95%	Comments
			Yes	No	Yes	No		
		Compliance services as and when required.						
6	Open Source Technology support services	<ul style="list-style-type: none"> <li>Provide wide range of open source technology support and maintenance services as and when required.</li> </ul>						
7	Network point installation	<ul style="list-style-type: none"> <li>Installation of network points as and when required.</li> </ul>						



## **8. TERMS AND CONDITIONS**

- 8.1 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 (SLA) with the OCJ within 60 days of the appointment.
- 8.2 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.
- 8.3 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:
  - 8.3.1 The "Guide on Hourly Fee Rates for Consultants", as issued by the Department of Public Service and Administration (DPSA) ;and or
  - 8.3.2 Remuneration guidelines issued by professional service organisations or regulatory bodies, as may be relevant.

## **9. KEY EXPERTISE REQUIRED**

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

## **10. PENALTIES/ AUDIT/ COPY RIGHTS (IF APPLICABLE)**

- 10.1 The OCJ reserves the right to claim penalties and remedies in the event of non-performance/ delays and missed deadlines.
- 10.2 The OCJ reserves the right to inspect or audit any document pertaining to this contract and this may also include queries and complaints.
- 10.3 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.



10.4 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.

### 11. EVALUATION CRITERIA

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**

Name of main Contractor	Name of Sub-Contractor	% work of Sub-Contractor	Total Contract value	Department where the project was performed	Name of key contact person in the Department (project sponsor)	Contact number of the contact person (project sponsor)	Email address of contact person (project sponsor)

**Table 2: Functionality Criteria**

No	Functionality Criteria	Weighting Factor
1	<p><b>Evidence of track record for provision of similar services in the public sector:</b></p> <p>Bidders are required to provide at least 5 sites with contactable references as well as written testimonials where a similar project was undertaken in the recent past:</p> <p>5 or more valid written and signed testimonials = 5 points  4 x signed testimonials = 4 points  3 x signed testimonials = 3 points  2x signed testimonials = 2 points  1x signed testimonial = 1 point</p>	50 %
2	<p><b>Methodology and Project plan:</b></p> <p>How the service provider proposes to approach the specified assignment, and also demonstrate their capacity to deliver taking into consideration the <b>time frames and cost effectiveness and national footprint:</b></p> <p>Both addressing All 3 aspects = 5 points  2 = 3 points  1 = 1 point</p>	15 %
3	<p><b>Draft SLA which clearly indicates all the service elements and their performance targets/service level including the penalties in case of default per service element</b></p> <p>1. Clearly drafted SLA which meets requirements = 5 points  2. Fairly drafted SLA which meets requirements = 3 points  3. Poorly drafted SLA which meets requirements = 1 point  4. No Draft SLA = 0 point</p>	15%



No	Functionality Criteria	Weighting Factor
4	<p><b>Key Expertise required</b></p> <p>The service provider must prove that it has the experience, expertise, qualifications required/expected to ensure proper/quality execution of the assignment:.</p> <p>100% of Team with certifications in respective areas of speciality = 5 points</p> <p>80% of Team with certifications in respective areas of speciality = 4 points</p> <p>50% of Team with certifications in respective areas of speciality = 3 points</p> <p>30% of Team with certifications in respective areas of speciality = 2 points</p> <p>20% of Team with certifications in respective areas of speciality = 1 point</p>	20%
<b>Total</b>		100%

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

## **12. PRICE AND B-BBEE POINTS**

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 2011.

**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:**

B-BBEE Status Level of Contributor	Number of Points (80/20 system)
1	20
2	18
3	14



<b>B-BBEE Status Level of Contributor</b>	<b>Number of Points (80/20 system)</b>
<b>4</b>	<b>12</b>
<b>5</b>	<b>8</b>
<b>6</b>	<b>6</b>
<b>7</b>	<b>4</b>
<b>8</b>	<b>2</b>
<b>Non-compliant contributor</b>	<b>0</b>

### 13. PRICING SCHEDULE

#### Regular services:

<b>Service Number</b>	<b>Service Description</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>
1.	Messaging services			
2.	LAN and Desktop services			
3.	Service Management Systems			
4.	Server Infrastructure and Active Directory services			
5.	Network Operating support (Network footprint)			
6.	Information Security support services			
7.	Application support services			
	<b>TOTAL</b>			

#### Ad-hoc services:

<b>Service Number</b>	<b>Service Description</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>
1.	Web Support Services (Intranet & Website)			



2.	Voice & Video Telecommunications services			
3.	Database Administration			
4.	Business Analysis & Project Management			
	<b>TOTAL</b>			

## 14. SLA REPORTING ARRANGEMENTS

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

## 15. SUBMISSIONS

The following information must be endorsed on each envelope:

- **Bid number:**
- **Closing date:**
- **Name of the Bidder:**
- **Proposal:**

## 16. ADMINISTRATIVE REQUIREMENTS

- 16.1 All SBD forms to be completed and signed:

<b>A Bid will not be awarded unless the following requirements are complied to:</b>	
SBD 1:	Completed, attached and signed
SBD 3.1	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
Technical proposal	Completed and attached
Financial proposal	Completed and attached
Registration on National Treasury Central Supplier Database(CSD)	

- 16.2 Bidders who failed to attend the compulsory briefing will be disqualified.
- 16.3 A Scoring of less than 70% in respect of functionality will be disqualified.
- 16.4 Bidders need to submit original or certified copy of B-BBEE certificate in order for them to obtain points.
- 16.5 Late submission of proposal: bids will not be considered for evaluation.
- 16.6 Only bids of bidders accredited by SITA on Contract 1183, will be considered.

## 17. ENQUIRIES

### 17.1 Technical Enquiries:

Alex Maholela, 010 493 2550, [amaholela@judiciary.org.za](mailto:amaholela@judiciary.org.za)

Arthur Kekana, 010 493 2552, [akekana@judiciary.org.za](mailto:akekana@judiciary.org.za)

### 17.2 Supply Chain Enquiries:

Nooitjie Ntimane, 010 493 2500, [BidEnquiries@judiciary.org.za](mailto:BidEnquiries@judiciary.org.za)

