

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE OFFICE OF THE CHIEF JUSTICE

BID NUMBER:	OCJ2020/12	CLOSING DATE:	24 NOVEMBER2020	CLOSING TIME:	11:00 AM
DESCRIPTION	TERMS OF REFERENCE TO REQUEST FOR BIDS FROM SERVICE PROVIDERS FOR BID NO OCJ2020/12: TO PROVIDE ICT PROFESSIONAL SUPPORT AND MAINTENANCE SERVICE FOR A PERIOD OF 36 MONTHS				

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

OFFICE OF THE CHIEF JUSTICE

188 14TH ROAD NOORDWYK

MIDRAND

JOHANNESBURG

1685

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO

CONTACT PERSON	MS. N NTIMANE
TELEPHONE NUMBER	010 493 2601
FACSIMILE NUMBER	NONE
E-MAIL ADDRESS	BidEnquiries@judiciary.org.za

TECHNICAL ENQUIRIES MAY BE DIRECTED TO:

CONTACT PERSON	MS. M MABANGA
TELEPHONE NUMBER	010 493 2500
FACSIMILE NUMBER	NONE
E-MAIL ADDRESS	MMabanga@judiciary.org.za

SUPPLIER INFORMATION

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No: MAAA	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT [TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		

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

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

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.	

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED—(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

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

DATE:

.....

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

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

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

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:

2.3 Position occupied in the Company (director, trustee, shareholder²):

2.4 Company Registration Number:

2.5 Tax Reference Number:

2.6 VAT Registration Number:

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

¹"State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

²"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or

BID NO OCJ2020/12: TO PROVIDE ICT PROFESSIONAL SUPPORT AND MAINTENANCE SERVICE FOR A PERIOD OF 36 MONTHS

business and exercises control over the enterprise.

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

2.7.1 If so, furnish the following particulars:

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

.....

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

.....

Position occupied in the state institution:

.....

Any other particulars:

.....

.....

.....

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

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

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

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

.....

.....

.....

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars:

.....

.....

.....

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

employed by the state and who may be involved with the evaluation and or adjudication of this bid?

[illegible]

YES/NO

.....

YES/NO

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

[illegible]

BID NO OCJ2020/12: TO PROVIDE ICT PROFESSIONAL SUPPORT AND MAINTENANCE SERVICE FOR A PERIOD OF 36 MONTHS

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

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

BID NO OCJ2020/12: TO PROVIDE ICT PROFESSIONAL SUPPORT AND MAINTENANCE SERVICE FOR A PERIOD OF 36 MONTHS

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

SBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

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

SBD 9

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

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

SBD 9

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

General Conditions of Contract

1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

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

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

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

16. Payment

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

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

		(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
29. Governing language	29.1	The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. Applicable law	30.1	The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. Notices	31.1	Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
	31.2	The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
32. Taxes and duties	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.
33. National Industrial Participation Programme (NIP)	33.1	The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
34 Prohibition of Restrictive practices	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)

TERMS OF REFERENCE TO REQUEST FOR BIDS FROM SERVICE PROVIDERS FOR BID NO OCJ2020/12: TO PROVIDE ICT PROFESSIONAL SUPPORT AND MAINTENANCE SERVICE FOR A PERIOD OF 36 MONTHS

Bid number: OCJ2020/12

Date issued: 30 October 2020

Compulsory Briefing Session: 06 November 2020

Closing date and time: 24 November 2020 at 11:00

Bid validity period: 90 days

TENDER BOX ADDRESS:

188 14th Road Noordwyk

Midrand

Johannesburg

1685



TERMS OF REFERENCE TO REQUEST FOR BIDS FROM SERVICE PROVIDERS FOR BID NO OCJ2020/12: TO PROVIDE ICT PROFESSIONAL SUPPORT AND MAINTENANCE SERVICE FOR A PERIOD OF 36 MONTHS

1	INTRODUCTION AND BACKGROUND	3
2	OVERVIEW OF CURRENT STRUCTURE WITHIN ICT	4
3	PURPOSE	5
4	SCOPE OF WORK	5
5	LEGISLATIVE FRAMEWORK OF THE BID	40
6	COMPULSORY BRIEFING SESSIONS.....	41
7	TIMELINE OF THE BID PROCESS	41
8	CONTACT AND COMMUNICATION	42
9	LATE BIDS	43
10	COUNTER CONDITIONS	43
11	FRONTING	43
12	TERMS AND CONDITIONS.....	43
13	SUPPLIER DUE DILIGENCE	44
14	NEGOTIATING A FAIR MARKET RELATED PRICE	45
15	SUBMISSION OF PROPOSALS.....	45
16	EVALUATION AND SELECTION CRITERIA	46
17	CONSORTIUMS AND JOINT VENTURES	55
18	SUB- CONTRACTING	56
19	GENERAL CONDITIONS OF CONTRACT.....	56
20	SERVICE LEVEL AGREEMENT	56
21	SPECIAL CONDITIONS OF THIS BID.....	57
22	DECLARATION REQUIREMENTS FOR BIDDERS	57
23	CONFLICT OF INTEREST, CORRUPTION AND FRAUD	57
24	MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT	58
25	PREPARATION COSTS	59
26	INDEMNITY	59
27	CONFLICT OF INFORMATION PROVIDED	59
28	LIMITATION OF LIABILITY	59
29	TAX COMPLIANCE	59
30	TENDER DEFAULTERS AND RESTRICTED SUPPLIERS.....	60
31	GOVERNING LAW	60
32	RESPONSIBILITY FOR SUB-CONTRACTORS AND BIDDER'S PERSONNEL.....	60
33	CONFIDENTIALITY	60
34	OFFICE OF THE CHIEF JUSTICE PROPRIETARY INFORMATION	61
35	TERMINATION OF SERVICES	61
36	PRICING SCHEDULE	62



TERMS OF REFERENCE TO REQUEST FOR BIDS FROM SERVICE PROVIDERS FOR BID NO OCJ2020/12: TO PROVIDE ICT PROFESSIONAL SUPPORT AND MAINTENANCE SERVICE FOR A PERIOD OF 36 MONTHS

DEFINITION OF TERMS

Term	Description
OCJ	Office of the Chief Justice
BAS	Basic Accounting System - National Treasury owned system
PERSAL	An integrated Human Resource, Personnel & Salary System - National Treasury owned system
JYP	Justice Yellow Pages - a legacy business system for managing assets
SVAS	Security vetting system

1 INTRODUCTION AND BACKGROUND

- 1.1 The Office of the Chief Justice (OCJ) was established to render support to the Chief Justice in exercising administrative and judicial powers and duties as the Head of the Judiciary and the Head of the Constitutional Court.
- 1.2 The OCJ supports the Judiciary in its mandate which includes entrenching the Rule of Law and protecting constitutional democracy.
- 1.3 Information, Communication Technology (ICT) is integral to many of the essential activities carried out by department. Moreover, the department is adopting digital technology to transform its current services through replacing non-digital or manual processes with digital processes and replacing older digital technology with newer digital technology.
- 1.4 The OCJ currently has approximately 2252 users (including Judicial officers) in its staff establishment situated in all the superior courts and provincial centres across the country.
- 1.5 However, the OCJ currently does not have all the required ICT capacity to provide effective and efficient support to all its users and adequate maintenance of the ICT environment.
- 1.6 The current ICT Support and Maintenance contract is coming to an end on the 04 January 2021.



2 OVERVIEW OF CURRENT STRUCTURE WITHIN ICT

The ICT unit only has two directorates:

2.1 ICT Operations

The purpose of the directorate is to monitor and control the ICT services and the ICT infrastructure. ICT Operations Management executes day-to-day routine tasks related to the operation of infrastructure components and systems.

The following functional areas are managed under ICT Operations:

a. System support and maintenance

This discipline focuses on monitoring and managing the performance and availability of systems.

LAN and Desktop maintenance support are activities performed by on site technicians to provide direct contact to the judicial officers as well as the OCJ, and therefore are very important for efficient service delivery.

Application maintenance and support includes the skills and requirements for supporting application systems, including troubleshooting, modifying, maintaining and enhancing legacy systems. Application maintenance and support also applies to applications running in the production environment.

b. Network support and management

This discipline focuses on achieving an error free network. Services provided by this discipline include fault analysis, performance management, provisioning of networks and maintaining quality of service.

c. Service Management

This discipline focuses on all the activities involved in designing, creating, delivering, supporting and managing the lifecycle of IT services.

TERMS OF REFERENCE TO REQUEST FOR BIDS FROM SERVICE PROVIDERS FOR BID NO OCJ2020/12: TO PROVIDE ICT PROFESSIONAL SUPPORT AND MAINTENANCE SERVICE FOR A PERIOD OF 36 MONTHS

2.2 Business Systems and Applications

The purpose of the directorate is to acquire, develop, maintain and support all departmental systems.

The current systems within the OCJ can broadly be categorised into the following two groups, namely: transversal systems and other business systems. The transversal systems are generally legacy systems owned by National Treasury.

The department has two transversal systems namely BAS and PERSAL.

The unit is currently managing a total of seven other business systems namely JYP, High Court System, SVAS, Judith, CURA, Teammate as well as the Judiciary Website.

3 PURPOSE

- 3.1 The purpose of the Terms of Reference (ToR) is to request proposals from prospective service providers for the provision of ICT skills and resources to provide effective and efficient support services to all its users and adequate maintenance of the ICT environment for a period of 36 months.

4 SCOPE OF WORK

- 4.1 Summary of the required services and their frequency requirements are as follows:

Service Number	Functional Area	Frequency
1.	Project Management Office (PMO)	Regular
2.	Service Management Office (SMO)	Regular
3.	Network Management and Support	Regular
4.	Server Infrastructure and Administration	Regular
5.	Database Administration and Management	Regular
6.	Solution Architecture	Ad Hoc
7.	Information Security and Governance	Ad Hoc
8.	Business Analysis and Content Management	Regular & Ad-hoc
9.	System / Application Development and Testing	Ad-hoc

TERMS OF REFERENCE TO REQUEST FOR BIDS FROM SERVICE PROVIDERS FOR BID NO OCJ2020/12: TO PROVIDE ICT PROFESSIONAL SUPPORT AND MAINTENANCE SERVICE FOR A PERIOD OF 36 MONTHS

- 4.2 Regular services in this context refers to those primary services that are rendered on a permanent basis for the duration of the contract.
- 4.3 Ad-hoc services refers to reactive support services, whereby the service provider responds by means of a quotation to requests from the OCJ to resolve a particular IT issue or render particular professional services under a specified functional area.
- 4.4 The mandate of each functional area is summarised and stipulated below along with the required competencies, skills and experience for each role that will be contributing to the fulfilment of that mandate.
- 4.5 All resources providing services, whether on a regular or ad-hoc basis under the following functional areas, must have the required competencies, skills and experience and must be able to demonstrate such competencies in terms of the minimum criteria specified.

Regular Services required

Job Title	Roles and Responsibilities	Qualifications and Experience
Functional Area – Project Management Office		
<ol style="list-style-type: none"> 1. Establishment of the permanent Project Management Office (PMO) in line with project management best practices such as PMBOK or Prince2. 2. Ensure that projects are in line with the established PMO prescripts. 3. Ensure effective and efficient budget management in line with financial prescripts. 4. Assist in the identification and prioritization of ICT projects that supports the OCJ strategic and operational objectives. 5. Provision of project management and co-ordination services. 6. Ensure accountability by producing project performance reports. 7. Institutionalization of best practice project management methodology with standardised frameworks, processes and procedures. 		
1x Programme Manager	<ol style="list-style-type: none"> 1. Manage ICT projects with responsibility for meeting scope, timelines budget and quality commitments 2. Direct decision-making, communication, problem 	<p>Qualifications</p> <ol style="list-style-type: none"> 1. Appropriate degree or qualification in Computer Science or equivalent relevant qualification at NQF7 or higher.

TERMS OF REFERENCE TO REQUEST FOR BIDS FROM SERVICE PROVIDERS FOR BID NO OCJ2020/12: TO PROVIDE ICT PROFESSIONAL SUPPORT AND MAINTENANCE SERVICE FOR A PERIOD OF 36 MONTHS

Job Title	Roles and Responsibilities	Qualifications and Experience
	<p>resolution, risk management and other associated activities during all project phases</p> <p>3. Measure project performance using appropriate systems, tools and techniques.</p> <p>4. Provide programme and project management services in line with contract and service management, project cost management and stakeholder management.</p> <p>5. Ensure that IT projects are properly governed and that project teams are supported to deliver successfully</p>	<p>2. PRINCE2 or PMBOK Certification</p> <p>3. Driver's license and must be willing to travel</p> <p>Minimum Experience</p> <p>1. 10+ years in Project Management of which 5 years in managing ICT projects.</p> <p>Required skills and knowledge</p> <p>1. Ability to identify problems, impediments, dependencies and facilitate quick resolution.</p> <p>2. Solid experience working with Agile projects or the ability to balance Agile development inside of a larger waterfall/predictive project.</p> <p>3. In-depth understanding of security governance & compliance, including how to analyse security risks.</p>
1x Project Manager	<p>1. Develop detailed project plans and manage all implementation processes including resource allocation, progress tracking, monitoring change</p>	<p>Qualifications</p> <p>1. Appropriate qualification in Computer Science or equivalent relevant qualification at NQF6 or higher.</p>



TERMS OF REFERENCE TO REQUEST FOR BIDS FROM SERVICE PROVIDERS FOR BID NO OCJ2020/12: TO PROVIDE ICT PROFESSIONAL SUPPORT AND MAINTENANCE SERVICE FOR A PERIOD OF 36 MONTHS

Job Title	Roles and Responsibilities	Qualifications and Experience
	<p>control process, testing, documentation, training and on-time delivery within budget constraints</p> <p>2. Ensure proper documentation, communication and regular updates of project risks, issues and decisions in terms of the defined project methodology to relevant stakeholders.</p> <p>3. Manage all phases of project delivery including business case development, quality management, project integration, stakeholder management, financial impact analysis, project scoping, risk assessment and monitoring.</p> <p>4. Coordinate both internal resources, vendors and solution providers to enable the execution of ICT projects</p> <p>5. Utilize appropriate verification techniques to manage change in project scope schedule and costs</p> <p>6. Measure project performance using</p>	<p>2. PRINCE2 or PMBOK Certification</p> <p>3. Driver's license and must be willing to travel</p> <p>Minimum Experience</p> <p>1. 8+ years in Project Management of which 5 years in managing ICT projects.</p> <p>Required skills and knowledge</p> <p>1. Strong understanding of formal project management methodologies.</p> <p>2. Ability to manage multiple projects/teams simultaneously</p> <p>3. Solid understanding of working with Agile projects or the ability to balance Agile development inside of a larger waterfall/predictive project.</p>



TERMS OF REFERENCE TO REQUEST FOR BIDS FROM SERVICE PROVIDERS FOR BID NO OCJ2020/12: TO PROVIDE ICT PROFESSIONAL SUPPORT AND MAINTENANCE SERVICE FOR A PERIOD OF 36 MONTHS

Job Title	Roles and Responsibilities	Qualifications and Experience
	appropriate systems, tools and techniques.	
2x Project Coordinators	<ol style="list-style-type: none"> 1. Compilation, distribution and maintenance of project documentation 2. Quality assurance of project documentation and reports 3. Provide administration support required by the project team 4. Schedule regular project meetings and record decisions. 5. Assist with on-boarding / off-boarding and vetting of project team members 	<p>Qualifications</p> <ol style="list-style-type: none"> 1. Appropriate qualification in Administration or equivalent relevant qualification at NQF5 or higher. 2. Certificate in Project Management 3. Driver's license and must be willing to travel <p>Minimum Experience</p> <ol style="list-style-type: none"> 1. 2+ years of experience in a project administration or coordinator role <p>Required skills and knowledge</p> <ol style="list-style-type: none"> 1. Strong administrative skills 2. Strong computer literacy, especially in the Microsoft Office products, including MS Project 3. A high level of written and spoken English 4. Ability to work in teams, liaise with people, handle conflict and to work under pressure.



TERMS OF REFERENCE TO REQUEST FOR BIDS FROM SERVICE PROVIDERS FOR BID NO OCJ2020/12: TO PROVIDE ICT PROFESSIONAL SUPPORT AND MAINTENANCE SERVICE FOR A PERIOD OF 36 MONTHS

Job Title	Roles and Responsibilities	Qualifications and Experience
Functional Area – Service Management Office (SMO)		
<ol style="list-style-type: none"> 1. Oversee the service desk, request, incident, problem, asset, release and change management for all divisions including the National office. 2. Ensure that incidents and problems logged are resolved by team members within the required response and resolution times. 3. Outline service strategy, design, transition, operation and continual improvement in line with ITIL framework. 4. Set up, installation and life cycle management of end user equipment. 5. Provide support and maintenance for all the functional areas i.e Network, server and application support. 6. Provide after-hours or "standby" remote services from 16:30 to 20:00 every week day and from 8am to 5pm on weekends and public holidays. 7. Provide support to the judicial officers who are working remotely if a need arises. 8. Ensure availability of 95% and the mean time to repair (MTTR) of four (4) hours; 9. Provide real time management reports and information as and when required. (NB. The OCJ currently does not have its own ITSM tool). 		
1x Service Delivery Manager	<ol style="list-style-type: none"> 1. Establish and maintain a constructive relationship with the OCJ based on the understanding of the ICT environment and OCJ's business drivers 2. Establish and articulate business requirements for new services or changes to existing services if a need be. 3. Assist OCJ management in the management of the ICT SLAs. 4. Assist with the production and maintenance of an 	<p>Qualifications</p> <ol style="list-style-type: none"> 1. Appropriate qualification in ICT at NQF7 or higher. 2. ITIL Practitioner or ITIL Service Manager Certification 3. Driver's license and must be willing to travel <p>Minimum Experience</p> <ol style="list-style-type: none"> 1. 5+ years relevant ICT service management experience <p>Required skills and knowledge</p>

TERMS OF REFERENCE TO REQUEST FOR BIDS FROM SERVICE PROVIDERS FOR BID NO OCJ2020/12: TO PROVIDE ICT PROFESSIONAL SUPPORT AND MAINTENANCE SERVICE FOR A PERIOD OF 36 MONTHS

Job Title	Roles and Responsibilities	Qualifications and Experience
	<p>accurate service portfolio, service catalogue, application portfolio and the corresponding maintenance procedures.</p> <p>5. Ensure that service reports are produced for each customer service and that breaches of SLA targets are highlighted, investigated and referred to the relevant Director to take actions to prevent their recurrence</p> <p>6. Ensure that all knowledge items are made accessible to those who need them in an efficient and effective manner.</p> <p>7. Serve as a point of escalation for the OCJ</p> <p>8. Identify and analyse contract delivery issues and convey such to the OCJ contract manager / responsible person</p> <p>9. Participate in audit compliance reviews and action appropriately</p> <p>10. Assist the OCJ contract manager / responsible person with the accuracy of contract billing</p>	<p>1. Broad understanding of technology services and infrastructural elements.</p> <p>2. In depth knowledge of the ITIL framework and oversight of ITIL processes.</p> <p>3. People management - strong leadership and relationship management skills.</p> <p>4. Communication skills - ability to communicate confidently and clearly with all stakeholders, i.e. internal and external.</p> <p>5. Proven ability to identify and proactively manage risks.</p> <p>6. Ability to work under pressure when dealing with and managing time critical issues.</p>



TERMS OF REFERENCE TO REQUEST FOR BIDS FROM SERVICE PROVIDERS FOR BID NO OCJ2020/12: TO PROVIDE ICT PROFESSIONAL SUPPORT AND MAINTENANCE SERVICE FOR A PERIOD OF 36 MONTHS

Job Title	Roles and Responsibilities	Qualifications and Experience
4x Service Desk Agents (First Line Support Engineer)	<ol style="list-style-type: none"> 1. Log all relevant incident/service request details within prescribed time period, allocating categorization and prioritization codes 2. Provide first-line investigation and diagnosis 3. Ensure that a detailed activity history is entered into each call. 4. Ensure adherence to the Call Lifecycle Management Processes and Procedures 5. Provide professional and efficient communication between the business and the customer. 6. Conduct customer/user satisfaction call-backs/surveys 7. Communicate with users – keeping them informed of incident progress, notifying them of impending changes or agreed outages, etc. 8. Administer user profiles and access rights. 	<p>Qualification</p> <ol style="list-style-type: none"> 1. Appropriate qualification in ICT NQF5 or higher. <p>Minimum Experience</p> <ol style="list-style-type: none"> 1. 3+ years of relevant experience within an IT support environment. 2. Basic experience within a networking support or software and hardware support environment. 3. Must be able to use all Microsoft Office applications. <p>Required skills and knowledge</p> <ol style="list-style-type: none"> 1. Customer service. 2. Communication skills. 3. Ability to learn quickly. 4. Troubleshooting/problem-solving skills. 5. Ability to work under pressure. 6. Adaptability. 7. Teamwork skills. 8. Interpersonal skills.
19 x Senior IT Support Technician	<ol style="list-style-type: none"> 1. Review incident data to analyse assigned problems 2. Investigate assigned problems through to resolution or root cause 	<p>Qualifications & Minimum Experience</p> <ol style="list-style-type: none"> 1. Appropriate qualification in ICT NQF6 plus 3 years of relevant experience



TERMS OF REFERENCE TO REQUEST FOR BIDS FROM SERVICE PROVIDERS FOR BID NO OCJ2020/12: TO PROVIDE ICT PROFESSIONAL SUPPORT AND MAINTENANCE SERVICE FOR A PERIOD OF 36 MONTHS

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	<p>3. Escalate incidents/service requests that cannot be resolved within agreed timescales</p> <p>4. Keep users informed of progress</p> <p>5. Close all resolved incidents, requests and other calls</p> <p>6. Assess risk, identifying critical service and system dependencies and defining and implementing countermeasures</p> <p>7. Ensure that all system and operating documentation and knowledge is up to date and properly utilized</p> <p>8. Provide desktop hardware and software support.</p> <p>9. Installation of printers.</p> <p>10. Install and configure new applications and related server software.</p> <p>11. Provide transversal system support e.g BAS and Persal and custom developed systems e.g JYP, Court Online and other systems.</p> <p>12. Support testing and ensuring effective use of UAT environment.</p> <p>13. Assist in the implementation of the backup strategy for</p>	<p>Or</p> <p>2. Grade 12 plus A+, N+ and MCSA or equivalent with at least 5+ years of relevant experience</p> <p>3. Driver's license and must be willing to travel</p> <p>Required skills and knowledge</p> <p>1. Basic server support (Active Directory, DNS, DHCP,)</p> <p>2. Solid networking knowledge (TCP/IP, ISO network layers)</p> <p>3. Office 365 knowledge / MS Office</p> <p>4. Exchange Mail</p> <p>4. Routing knowledge</p> <p>5. Wireless network experience</p> <p>6. End user support including application / systems support</p> <p>7. Desktop/Laptop Support</p> <p>8. Understanding of IT security</p> <p>9. Understanding of systems analysis and front-end systems troubleshooting</p> <p>10. Understanding of user acceptance testing in systems development processes.</p>



TERMS OF REFERENCE TO REQUEST FOR BIDS FROM SERVICE PROVIDERS FOR BID NO OCJ2020/12: TO PROVIDE ICT PROFESSIONAL SUPPORT AND MAINTENANCE SERVICE FOR A PERIOD OF 36 MONTHS

Job Title	Roles and Responsibilities	Qualifications and Experience
	<p>systems hosted locally</p> <p>14. Maintain backups of all systems and system documentation.</p> <p>15. Record, track and resolve any operational issues or software defects reported by the users</p> <p>16. Assist in the rollout of new applications and upgrades</p> <p>17. Liaise with other stakeholders and developers in troubleshooting as well as testing and implementation of any software fixes or updates for problems resolutions.</p> <p>18. Management and oversight of technicians</p>	
22 x IT Support Technician	<p>1. Review incident data to analyse assigned problems</p> <p>2. Investigate assigned problems through to resolution or root cause</p> <p>3. Escalate incidents/service requests that cannot be resolved within agreed timescales</p> <p>4. Keep users informed of progress</p> <p>5. Close all resolved incidents, requests and other calls</p>	<p>Qualifications & Minimum Experience</p> <p>1. Appropriate qualification in ICT NQF6 plus 1-year relevant experience. Or</p> <p>2. Grade 12 plus A+, N+ and MCSA or equivalent with at least 3+ years of experience Or</p> <p>3. Grade 12 plus 10+ years of relevant experience</p> <p>4. Driver's license and must be</p>

TERMS OF REFERENCE TO REQUEST FOR BIDS FROM SERVICE PROVIDERS FOR BID NO OCJ2020/12: TO PROVIDE ICT PROFESSIONAL SUPPORT AND MAINTENANCE SERVICE FOR A PERIOD OF 36 MONTHS

Job Title	Roles and Responsibilities	Qualifications and Experience
	6. Assess risk, identifying critical service and system dependencies and defining and implementing countermeasures 7. Ensure that all system and operating documentation and knowledge is up to date and properly utilized 8. Provide desktop hardware and software support. 9. Installation of printers. 10. Maintain and support local networks.	willing to travel Required skills and knowledge 1. Basic server support (Active Directory, DNS, DHCP,) 2. Solid networking knowledge (TCP/IP, ISO network layers) 3. Office 365 knowledge / MS Office 4. Exchange Mail 5. Routing knowledge 6. Wireless network experience 7. End user support 8. Desktop/Laptop Support 9. Understanding of IT security
<p align="center">Functional Area – Network Management and Support</p> <ol style="list-style-type: none"> 1. Management and enhancement of the converged communication platform. 2. Management of the LAN and WAN including all related components i.e Unified Communication Systems (UCS) and WAN optimization devices. 3. Administration of the security components (firewall, proxy, VPN, patches, authorization and authentication services) 4. Management of installation and life cycle management network equipment and application software. 5. Network planning and capacity management 6. Ensure availability of 95% and the mean time to repair (MTTR) of four (4) hours; 7. Proactive network monitoring to prevent network failure 8. Ensure network is available 24x7x365. 		
1x Senior Network Engineer	1. Implement and apply active OCJ adopted network security controls and governance including firewall rules, access	Qualifications 1. Appropriate qualification at NQF 6 or higher with a valid networking professional certification in

TERMS OF REFERENCE TO REQUEST FOR BIDS FROM SERVICE PROVIDERS FOR BID NO OCJ2020/12: TO PROVIDE ICT PROFESSIONAL SUPPORT AND MAINTENANCE SERVICE FOR A PERIOD OF 36 MONTHS

Job Title	Roles and Responsibilities	Qualifications and Experience
	<p>control, etc around overall design, quality, and technical standards.</p> <p>2. Participate in the development of the technology roadmaps and infrastructure direction</p> <p>3. Participate in ICT projects as and when required.</p> <p>4. Provide advanced technical expertise, oversight and accountability for resolution of outages, service level issues and other events in partnership with operational support teams and service providers</p> <p>5. Installation, configuration and maintenance of networking equipment.</p> <p>6. LAN / WAN support and maintenance</p> <p>7. Respond to logged incidents and requests</p> <p>8. Implementation of changes as per change management policy.</p> <p>9. Liaise with 3rd party service centers and engineers as required.</p> <p>10. Monitoring and analysis of the network traffic and investigate anomalies</p>	<p>routing, switching and wireless such as CCNP or equivalent.</p> <p>2. Driver's license and must be willing to travel</p> <p>Minimum Experience</p> <p>1. 7+ years relevant experience in areas such as (but not limited to) LAN/WAN switching and routing implementation and operation with specific knowledge of VLAN, VPN and MPLS networking, QoS and LAN traffic management techniques.</p> <p>Required skills and knowledge</p> <p>1. IT infrastructure, TCP/IP, networking and information system security principles, practices and technologies,</p> <p>2. Core Internet routing protocols and services such as (but not limited to) BGP.</p> <p>3. Networking services such as (but not limited to) IPSEC, L2TP, QoS, DHCP and NAT.</p> <p>4. Switching services such as (but not limited to) STP, VLAN, Switch Stacking</p>



TERMS OF REFERENCE TO REQUEST FOR BIDS FROM SERVICE PROVIDERS FOR BID NO OCJ2020/12: TO PROVIDE ICT PROFESSIONAL SUPPORT AND MAINTENANCE SERVICE FOR A PERIOD OF 36 MONTHS

Job Title	Roles and Responsibilities	Qualifications and Experience
	11. Responsible for technical queries regarding network and connectivity issues.	
1x Network Engineer	<ol style="list-style-type: none"> 1. Implement and apply active OCJ adopted network security controls and governance including but not limited to firewall rules, access control around overall design, quality, and technical standards. 2. Participate in the development of the technology roadmaps and infrastructure direction .Participate in ICT projects as and when required. 3. Provide advanced technical expertise, oversight and accountability for resolution of outages, service level issues and other events in partnership with operational support teams and service providers 4. Installation, configuration and maintenance of networking equipment. 5. LAN / WAN support and maintenance 6. Respond to logged incidents and requests 7. Implementation of changes 	<p>Qualifications & Minimum Experience</p> <ol style="list-style-type: none"> 1. Appropriate qualification at NQF 6 or higher plus 5+ years of relevant experience with a valid networking professional certification in routing, switching and wireless such as CCNP or equivalent . Or 2. Grade 12 plus 10+ years' of experience with a valid networking professional certification in routing, switching and wireless such as CCNP or equivalent 3. Driver's license and must be willing to travel <p>Required skills and knowledge</p> <ol style="list-style-type: none"> 1. Relevant knowledge as stipulated above in areas such as (but not limited to) LAN/WAN switching and routing implementation and operation with specific knowledge of VLAN, VPN and MPLS networking, QoS and LAN traffic management



TERMS OF REFERENCE TO REQUEST FOR BIDS FROM SERVICE PROVIDERS FOR BID NO OCJ2020/12: TO PROVIDE ICT PROFESSIONAL SUPPORT AND MAINTENANCE SERVICE FOR A PERIOD OF 36 MONTHS

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	<p>as per change management policy.</p> <p>8. Liaise with 3rd party service centers and engineers as required.</p> <p>9. Monitoring and analysis of the network traffic and investigate anomalies</p> <p>10. Responsible for technical queries regarding network and connectivity issues.</p>	<p>techniques,</p> <p>2. IT infrastructure, TCP/IP, networking and information system security principles, practices and technologies,</p> <p>3. Core Internet routing protocols and services such as (but not limited to) BGP.</p> <p>4. Networking services such as (but not limited to) IPSEC, L2TP, QoS, DHCP and NAT.</p> <p>5. Switching services such as (but not limited to) STP, VLAN, Switch Stacking</p>
<p align="center">Functional Area – Server Infrastructure and Administration</p> <ol style="list-style-type: none"> 1. Installation, configuration, support and maintenance including enhancement of the physical, virtual and cloud (Azure) server infrastructure environment; 2. Installation, configuration, support and maintenance of all existing back office (back-end) applications. 3. Installation, configuration, support and maintenance of the storage infrastructure and related hardware; 4. Provide effective infrastructure capacity planning for the server (physical, virtual and cloud) and storage infrastructure; 5. Back-up administration and system recovery; 6. Provide 24/7/365 support and maintenance on the server (physical & virtual) and storage infrastructure. 7. Ensure availability of 95% and the mean time to repair (MTTR) of four (4) hours; 8. Ensure 98.8% up time of server environment 9. Proactive monitoring of the performance of the server environment 		



TERMS OF REFERENCE TO REQUEST FOR BIDS FROM SERVICE PROVIDERS FOR BID NO OCJ2020/12: TO PROVIDE ICT PROFESSIONAL SUPPORT AND MAINTENANCE SERVICE FOR A PERIOD OF 36 MONTHS

Job Title	Roles and Responsibilities	Qualifications and Experience
1x Senior Server Engineer	<ol style="list-style-type: none"> 1. Provide support and management aspects of server and storage infrastructure operations such as the Microsoft platforms. 2. Apply governance and security controls around overall design, quality, and technical standards related to the server and storage infrastructure 3. Design, install, configure, and optimize the server environment and related components, and ensure that the infrastructure is configured according to specifications and best practice; 4. Management of the physical, virtual and cloud (Azure) infrastructure and ensure that software updates or patches are installed; 5. Provide server administration including advanced network configuration and windows firewall and security configuration 6. Provide Anti-Virus 	<p>Qualifications</p> <ol style="list-style-type: none"> 1. Appropriate ICT qualification at NQF 6 or higher 2. Valid Microsoft Engineer Certificate such as MCSE or equivalent and Microsoft Azure Foundation Certification; 3. Valid N+ certificate or equivalent; 4. Virtualization Certificate such as VMWare VSphere or equivalent 5. A valid driver's license and willingness to travel. <p>Minimum Experience</p> <ol style="list-style-type: none"> 1. 7+ years of relevant experience in management of the Storage and Server (Physical & Virtual) Infrastructure including (but not limited to) Windows Environment; 2. 1 - 2 years hands on experience with troubleshooting and providing support required in Virtual or Cloud platforms (Azure); <p>Required skills and knowledge</p> <ol style="list-style-type: none"> 1. Administration of the Windows environment such as Active Directory (AD), DNS, DHCP, WSUS and File Servers; 2. Knowledge and experience on



TERMS OF REFERENCE TO REQUEST FOR BIDS FROM SERVICE PROVIDERS FOR BID NO OCJ2020/12: TO PROVIDE ICT PROFESSIONAL SUPPORT AND MAINTENANCE SERVICE FOR A PERIOD OF 36 MONTHS

Job Title	Roles and Responsibilities	Qualifications and Experience
	<p>administration and deployment across servers and desktops;</p> <p>7. Deploy and maintain supporting infrastructure for Virtual platforms such as VMware and Hyper-V</p> <p>8. Deployment, maintenance and management of the storage infrastructure that connected to Hypervisor and standalone server platforms.</p> <p>9. Proactive monitoring of the server (physical & virtual) and storage infrastructure including related components;</p> <p>10. Ensure best practice configuration is adhered to.</p> <p>11. Coordinate, install, configure and manage all Windows systems and servers which include Active Directory, DHCP, DNS & File Servers;</p> <p>12. Maintain and implement on the group policies;</p> <p>13. Ensure proper account management of the Active Directory;</p> <p>14. Maintain the Microsoft Exchange and Mimecast</p>	<p>Virtual platforms such as HyperV or VMware;</p> <p>3. Administration of the messaging platform (Microsoft Exchange & MimeCast);</p> <p>4. Knowledge of LAN / WAN, and Firewalls;</p> <p>5. Solid knowledge of server support (Active Directory, DNS, DHCP,)</p> <p>6. Solid networking knowledge (TCP/IP, ISO network layers)</p> <p>7. Office 365 knowledge / MS Office suite</p> <p>8. Administration of the backup and system recovery tools such as (but not limited to) Veritas Backup Exec and Veema</p>

TERMS OF REFERENCE TO REQUEST FOR BIDS FROM SERVICE PROVIDERS FOR BID NO OCJ2020/12: TO PROVIDE ICT PROFESSIONAL SUPPORT AND MAINTENANCE SERVICE FOR A PERIOD OF 36 MONTHS

Job Title	Roles and Responsibilities	Qualifications and Experience
	<p>environment and ensure availability of emails;</p> <p>15. Ensure proper provisioning of servers and storage space on the infrastructure;</p> <p>16. Develop and Implement procedures for the entire environment;</p> <p>17. Perform backup and recovery of all systems.</p>	
2x Server Engineers	<p>1. Provide support and management aspects of server and storage infrastructure operations such as the Microsoft platforms;</p> <p>2. Apply governance and security controls around overall design, quality, and technical standards related to the server and storage infrastructure;</p> <p>3. Design, install, configure, and optimize the server environment and related components, and ensure that the infrastructure is configured according to specifications and best practice;</p> <p>4. Management of the physical, virtual and cloud (Azure) infrastructure and</p>	<p>Qualifications & Minimum Experience</p> <p>1. NQF Level 6 coupled with 5+ years relevant experience in management of the Storage and Server (Physical & Virtual) Infrastructure including Windows Environment with:</p> <p>2. Valid Microsoft Engineer Certificate such as MCSE or equivalent</p> <p>3. Valid N+ certificate or equivalent</p> <p>4. Virtualization Certificate such as VMWare VSphere or equivalent</p> <p>5. A valid driver's license and willingness to travel.</p> <p>OR</p> <p>1. Grade 12 certificate coupled with 10+ years relevant experience in management of the Storage and Server (Physical & Virtual) Infrastructure including Windows Environment with:</p>



TERMS OF REFERENCE TO REQUEST FOR BIDS FROM SERVICE PROVIDERS FOR BID NO OCJ2020/12: TO PROVIDE ICT PROFESSIONAL SUPPORT AND MAINTENANCE SERVICE FOR A PERIOD OF 36 MONTHS

Job Title	Roles and Responsibilities	Qualifications and Experience
	<p>ensure that software updates or patches are installed;</p> <p>5. Provide server administration including advanced network configuration and windows firewall and security configuration</p> <p>6. Provide Anti-Virus administration and deployment across servers and desktops;</p> <p>7. Deploy and maintain supporting infrastructure for Virtual platforms such as VMware and Hyper-V</p> <p>8. Deployment, maintenance and management of the storage infrastructure that connected to Hypervisor and standalone server platforms.</p> <p>9. Proactive monitoring of the server (physical & virtual) and storage infrastructure including related components;</p> <p>10. Ensure best practice configuration is adhered to.</p> <p>11. Coordinate, install, configure and manage all Windows systems and</p>	<p>2. Valid Microsoft Engineer Certificate such as MCSE or equivalent;</p> <p>3. Valid N+ certification or equivalent</p> <p>4. Valid Virtualization Certificate such as VMWare VSphere or equivalent</p> <p>5. A valid driver's license and willingness to travel.</p> <p>Required skills and knowledge</p> <p>1. Administration of the Windows environment such as Active Directory (AD), DNS, DHCP, WSUS and File Servers;</p> <p>2. Experience on Virtual platforms such as HyperV or VMware;</p> <p>3. Administration of the messaging platform (Microsoft Exchange & MimeCast);</p> <p>4. Knowledge of LAN / WAN, and Firewalls;</p> <p>5. Solid knowledge of server support (Active Directory, DNS, DHCP,)</p> <p>6. Solid networking knowledge (TCP/IP, ISO network layers)</p> <p>7. Office 365 knowledge / MS Office suite</p> <p>8. Administration of the backup and system recovery tools such as Veritas Backup Exec and Veema</p>



TERMS OF REFERENCE TO REQUEST FOR BIDS FROM SERVICE PROVIDERS FOR BID NO OCJ2020/12: TO PROVIDE ICT PROFESSIONAL SUPPORT AND MAINTENANCE SERVICE FOR A PERIOD OF 36 MONTHS

Job Title	Roles and Responsibilities	Qualifications and Experience
	<p>servers which include Active Directory, DHCP, DNS & File Servers;</p> <p>12. Maintain and implement on the group policies;</p> <p>13. Ensure proper account management of the Active Directory;</p> <p>14. Maintain the Microsoft Exchange and Mimecast environment and ensure availability of emails;</p> <p>15. Ensure proper provisioning of servers and storage space on the infrastructure;</p> <p>16. Develop and Implement procedures for the entire environment;</p> <p>17. Perform backup and recovery of all systems.</p>	
<p align="center">Functional Area – Business Analysis and Content Management</p> <ol style="list-style-type: none"> 1. Management of the Systems Development Cycle (SDLC) 2. Responsible for defining, designing, testing and implementing new software applications. 3. Creation of database driven systems and the acquisition of third party developed software. 4. Documentation and storage of the OCJ's processes and identification and analysis of processes for improvement 5. Development of business cases, URS, BRS for project initiation and training manuals 6. Refining the web content management solution, adapting it to new requirements 7. Responsible for training users on newly developed systems 		
1x Business Analyst Lead	<ol style="list-style-type: none"> 1. Play a strategic role in influencing stakeholders of the benefits of digitalization 	<p>Qualifications & Minimum Experience</p> <ol style="list-style-type: none"> 1. Appropriate ICT degree or



TERMS OF REFERENCE TO REQUEST FOR BIDS FROM SERVICE PROVIDERS FOR BID NO OCJ2020/12: TO PROVIDE ICT PROFESSIONAL SUPPORT AND MAINTENANCE SERVICE FOR A PERIOD OF 36 MONTHS

Job Title	Roles and Responsibilities	Qualifications and Experience
	<p>transformation strategies and technology exploitation</p> <p>2. Liaise between business and ICT to drive the optimisation of the OCJ's business processes and operating model including behaviours.</p> <p>3. Recommend and draft business case(s) through insight-driven knowledge sets by quantifying the problems / gaps identified illustrating the potential impact of the proposed solutions.</p> <p>4. Liaise with the responsible stakeholders to identify and implement systems and technology requirements to support data / business information needs for the organisation.</p> <p>5. Manage business analysis activities and measure output</p> <p>6. Maintain a steady backlog of requirements that are ready to go into sprints for the development team</p> <p>7. Liaise with the development team for estimation on work</p>	<p>equivalent in Computer Science or Informatics qualification at NQF7 or Professional Diploma or Certificate in Business Analysis</p> <p>2. 5+ years of experience as a Business Analyst in full systems lifecycle from analysis, through to design, build and implementation</p> <p>3. A valid driver's license and willingness to travel.</p> <p>OR</p> <p>1. Grade 12 certificate coupled with 8+ years of relevant experience in full systems lifecycle, from analysis, through to design, build and implementation</p> <p>2. A valid driver's license and willingness to travel.</p> <p>Required skills and knowledge</p> <p>1. Knowledge and ability to translate requirements into user stories process diagrams and data flows</p> <p>2. Knowledge and understanding of project scoping, planning and prioritization.</p> <p>3. Knowledge of and experience working in an Agile environment</p>



TERMS OF REFERENCE TO REQUEST FOR BIDS FROM SERVICE PROVIDERS FOR BID NO OCJ2020/12: TO PROVIDE ICT PROFESSIONAL SUPPORT AND MAINTENANCE SERVICE FOR A PERIOD OF 36 MONTHS

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		<ol style="list-style-type: none"> 4. Strong interpersonal skills and ability to manage stakeholder expectations 5. Self-starter with strong verbal and written communication skills 6. Self-motivated inclination and willing to challenge the status-quo 7. Ability to obtain descriptive and exhaustive requirements from stakeholders 8. Knowledge of third party solution selection.
2x Business Analyst	<ol style="list-style-type: none"> 1. Facilitate JAD sessions to extract requirements with multiple stakeholders 2. Effectively analyze and document customer journeys and map into features, user stories and sprint tasks 3. Communicate these needs clearly and effectively to both business and technical stakeholders. 4. Document business processes, business requirements, business cases, test plans and test cases 5. Train users on newly developed systems. 6. Document system and training manuals 	<p>Qualifications & Minimum Experience</p> <ol style="list-style-type: none"> 1. Appropriate ICT degree or equivalent in Computer Science or Informatics qualification preferably with an Information Systems focus at NQF6 2. Diploma or certificate in Business Analysis 3. 3+ years of experience in a Business Analysis or similar role 4. A valid driver's license and willingness to travel. <p>OR</p> <ol style="list-style-type: none"> 1. Grade 12 certificate coupled with 5+ years of relevant experience in full systems lifecycle, from analysis, through to design, build and implementation 2. A valid driver's license and



TERMS OF REFERENCE TO REQUEST FOR BIDS FROM SERVICE PROVIDERS FOR BID NO OCJ2020/12: TO PROVIDE ICT PROFESSIONAL SUPPORT AND MAINTENANCE SERVICE FOR A PERIOD OF 36 MONTHS

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	<ol style="list-style-type: none"> 7. Guide testing efforts with end users. 8. Conduct User Acceptance Testing 9. Identify production and non-production application issues and escalate to the Application Development team. 	<p>willingness to travel.</p> <p>Required skills and knowledge</p> <ol style="list-style-type: none"> 1. Strong knowledge and experience in BPMN. 2. Good understanding of SDLC development methodologies i.e Agile 3. Advanced SQL language 4. Self-starter with excellent written and verbal communication 5. Self-motivated inclination and willing to challenge the status-quo 6. Software design and analysis 7. Software support and maintenance 8. Process Improvement 9. Ability to conducting training and user acceptance testing
1x SharePoint Administrator	<ol style="list-style-type: none"> 1. Build, customize and update SharePoint sites for each business unit 2. Implement design changes to the current site to enhance visual appeal. 3. Identify and implement an improved navigation and site design. 4. Implement functional changes to the site as 	<p>Qualifications</p> <ol style="list-style-type: none"> 1. Appropriate ICT degree or equivalent in Computer Science or Informatics qualification preferably with an Information Systems focus at NQF6 2. Microsoft SharePoint Associate Certification or higher 3. Driver's license and must be willing to travel



TERMS OF REFERENCE TO REQUEST FOR BIDS FROM SERVICE PROVIDERS FOR BID NO OCJ2020/12: TO PROVIDE ICT PROFESSIONAL SUPPORT AND MAINTENANCE SERVICE FOR A PERIOD OF 36 MONTHS

Job Title	Roles and Responsibilities	Qualifications and Experience
	<p>per user requests and OCJ corporate identity.</p> <p>5. Create and manage shared folders.</p> <p>6. Maintain and monitor existing SharePoint sites</p> <p>7. Upload content on all communication platforms as requested.</p>	<p>Minimum experience</p> <p>4. 3+ years of experience in development of SharePoint solutions and administration.</p> <p>Required skills and knowledge</p> <p>5. Strong Microsoft SharePoint configuration and development skills.</p> <p>6. Technical understanding of SQL and general database concepts</p> <p>7. Ability to create standards documents, data design documents and system diagrams</p> <p>8. Knowledge and strong experience in areas such as (but not limited to) MVC, ASP.NET, JQuery, JavaScript. HTML, HTML 5, CSS.</p>
<p align="center">Functional Area: Database Administration and Management</p> <p>1. Organize data to ensure compliance, security and performance of data-driven applications.</p> <p>2. Control access to the OCJ's production databases</p> <p>3. Manage procedures for backup and recovery of data</p> <p>4. Ensure data integrity and privacy</p> <p>5. Management of the provisioning of new databases</p> <p>6. Management and monitoring of existing databases and their related resources.</p>		
2x Senior Database Administrators	<p>1. Installation, configuration and upgrading of Database server software</p>	<p>Qualifications</p> <p>1. Appropriate ICT degree</p>



TERMS OF REFERENCE TO REQUEST FOR BIDS FROM SERVICE PROVIDERS FOR BID NO OCJ2020/12: TO PROVIDE ICT PROFESSIONAL SUPPORT AND MAINTENANCE SERVICE FOR A PERIOD OF 36 MONTHS

Job Title	Roles and Responsibilities	Qualifications and Experience
	<p>and related products.</p> <ol style="list-style-type: none"> Optimize performance, such as server memory allocation, file fragmentation and disk usage Establish and maintain sound backup and recovery policies and procedures Implement and maintain database security Setup and maintain documentation and standards Provide database availability and maintenance including process management, index maintenance, job management, space management, automated backups and automated restores Monitor and plan database growth and changes (capacity planning). Work as part of a team and provide 24x7 support when required Troubleshooting database errors 	<p>or equivalent in Computer Science or Engineering or Informatics qualification at NQF6 or higher</p> <ol style="list-style-type: none"> Microsoft Certified (e.g. MCSE: Data Management and Analytics or similar) Driver's license and must be willing to travel <p>Minimum experience</p> <ol style="list-style-type: none"> 5+ years of experience in database administration role within a Microsoft driven technology environment including SQL Server Integration Services (SSIS), SQL Server Reporting Services (SSRS) and SQL Server Analysis Services (SSAS). <p>Required skills and knowledge</p> <ol style="list-style-type: none"> Knowledge of database administration and automation tools such as (but not limited to) SQL Server Management Studio. Sound knowledge of RDBMS concepts, database architecture and SQL/T-SQL. Sound knowledge of SQL server profiler for monitoring and

TERMS OF REFERENCE TO REQUEST FOR BIDS FROM SERVICE PROVIDERS FOR BID NO OCJ2020/12: TO PROVIDE ICT PROFESSIONAL SUPPORT AND MAINTENANCE SERVICE FOR A PERIOD OF 36 MONTHS

Job Title	Roles and Responsibilities	Qualifications and Experience
		<p>troubleshooting database activity and performance</p> <p>4. SQL backup and restore knowledge</p> <p>5. Strong knowledge in mirroring, replication and log shipping</p> <p>6. MS Azure knowledge</p>

Ad-Hoc services required

Job Title	Roles and Responsibilities	Qualification and Experience
Functional Area – Solution Architecture		
	<ol style="list-style-type: none"> Translating logical designs into physical designs, taking account of business requirements, target environments, processes, performance requirements, existing systems and services and any potential security-related aspects. Interfacing with designers and planners from external suppliers and service providers, ensuring all external IT services are designed to meet their agreed service levels and targets. Assuming technical responsibility for IT standards, policy and design for all significant projects or major application areas, assisting with the impact assessment and evaluation of major new IT design options. 	
1 x Solution Architect	<ol style="list-style-type: none"> Perform a major role in the selection of any new IT infrastructure or technology solutions Collaborates with all relevant parties in order to review the objectives and constraints of each solution and determine conformance with the EA. 	<p>Qualifications</p> <ol style="list-style-type: none"> Appropriate ICT degree or equivalent in Computer Science or Engineering or Informatics qualification at NQF7 Valid certifications in recognized frameworks such as TOGAF, Zachman Azure Certification



TERMS OF REFERENCE TO REQUEST FOR BIDS FROM SERVICE PROVIDERS FOR BID NO OCJ2020/12: TO PROVIDE ICT PROFESSIONAL SUPPORT AND MAINTENANCE SERVICE FOR A PERIOD OF 36 MONTHS

Job Title	Roles and Responsibilities	Qualification and Experience
	<p>3. Create and maintain IT design policies, roadmaps, philosophies and criteria, covering all areas including connectivity, capacity, interfaces, security, resilience, recovery, access and remote access, and ensuring that all new services meet their service levels and targets</p> <p>4. Work with project / program management teams to design solution roadmaps aligned to the strategic requirements of the department and through which the solution can be implemented across all phases of the initiative life-cycle (ideation through to implementation)</p> <p>5. Provide advice and guidance to management on the design and planning phases of IT systems, to ensure that requirements (particularly capacity, recovery, performance and security needs) are reflected in the overall specifications</p> <p>6. Design secure and resilient</p>	<p>4. Driver's license and must be willing to travel</p> <p>Minimum experience</p> <p>5. 8 -10 years relevant industry experience of which at least 5 years within the IT Architecture / Enterprise Architecture field.</p> <p>Required skills and knowledge</p> <p>6. Migration from on premise infrastructures to cloud environments</p> <p>7. Strong knowledge and experience in methodologies such as SDLC, Togaf, Zachman, SOA, Object Orientation and Webservices/ ESB/ Middleware</p> <p>8. Strong knowledge and experience in technical Competencies such as Microsoft Office Products , IT Architecture , Project management, Unified Modelling Language (UML) and Rational design toolset application</p> <p>9. Ability to adapt to constantly changing environment and quickly build understanding of the business and IT</p>



TERMS OF REFERENCE TO REQUEST FOR BIDS FROM SERVICE PROVIDERS FOR BID NO OCJ2020/12: TO PROVIDE ICT PROFESSIONAL SUPPORT AND MAINTENANCE SERVICE FOR A PERIOD OF 36 MONTHS

Job Title	Roles and Responsibilities	Qualification and Experience
	<p>technology architectures that meet all the current and anticipated future IT requirements for the OCJ</p> <p>7. Ensure that the design of all processes, roles, responsibilities and documentation is regularly reviewed and audited for efficiency, effectiveness and compliance</p>	<p>context/landscape.</p> <p>10. Ability to work under pressure in terms of strict deadlines and complex work environments</p> <p>11. Drive own delivery of projects to meet deadlines</p> <p>12. Ability to professionally present Architecture to various different forums</p>
<p align="center">Functional Area: Information Security and ICT Governance</p> <p>1. Provide ICT Governance and Cybersecurity services</p> <p>2. Provides protection from legal liabilities arising from the inaccuracy of information or lack of due care in information protection or even non-compliance with regulation</p> <p>3. Provide assurance on policy compliance by helping in reducing uncertainty in business operations and provide more predictability.</p> <p>4. Ensure that a framework exists on how to optimize allocations of limited security resources.</p> <p>5. Provide assurance that decisions are based on correct information</p> <p>6. Provide a foundation for effective risk management, incident management, and process improvement.</p>		
1x Senior Specialist Governance	<p>1. Collaborate to define IT security standards and develop supporting organizational policies.</p> <p>2. Perform security and compliance assessments on new and existing systems, processes, technology.</p> <p>3. Support vendor due-</p>	<p>Qualifications & Minimum Experience</p> <p>1. Appropriate ICT degree at NQF7</p> <p>2. CISM or CISA or ISO 27K or CRISC, Certified in the Governance of Enterprise IT (CGEIT) or equivalent certification</p>



TERMS OF REFERENCE TO REQUEST FOR BIDS FROM SERVICE PROVIDERS FOR BID NO OCJ2020/12: TO PROVIDE ICT PROFESSIONAL SUPPORT AND MAINTENANCE SERVICE FOR A PERIOD OF 36 MONTHS

Job Title	Roles and Responsibilities	Qualification and Experience
Compliance and Risk (GCR)	<p>diligence process and help to lead and define overall third party risk management efforts.</p> <p>4. Work with various business units to ensure controls are adequate, appropriate, and effective.</p> <p>5. Support internal and external audit process for relevant compliance concerns</p> <p>6. Participate in disaster recovery and business continuity planning.</p> <p>7. Perform business impact analysis and assist with development of IT/InfoSec risk register.</p> <p>8. Interface with ICT and business partners to provide guidance and support.</p> <p>9. Perform periodic gap assessments to validate compliance on an ongoing basis.</p> <p>10. Provide security architectural advice throughout SDLC and project engagements</p> <p>11. Stay up to date and informed on developing</p>	<p>OR</p> <p>3. ICT National diploma NQF 6 coupled with 10 years of experience in ICT governance and information security</p> <p>Required skills and knowledge</p> <p>1. Practical knowledge of COBIT 5</p> <p>2. Practical Knowledge of ICT regulations such as POPIA, MISS, Privacy Act, RICA, ECT Act, Cybersecurity Bill</p> <p>3. Practical knowledge of IT Governance Frameworks and standards such as CGICTPF, ITIL, TOGAF, SABSA, NIST, ISO 27K.</p> <p>4. Practical knowledge of RISK IT Framework, ValIT</p> <p>5. Project Management and Portfolio Management</p> <p>6. Practical experience in Disaster Recovery Planning and BCM</p> <p>7. Practical Knowledge of ISO 22301 and related standards</p> <p>8. Familiar with various Cyber Security Frameworks</p> <p>9. Practical Knowledge of CIS top 20 controls.</p>



TERMS OF REFERENCE TO REQUEST FOR BIDS FROM SERVICE PROVIDERS FOR BID NO OCJ2020/12: TO PROVIDE ICT PROFESSIONAL SUPPORT AND MAINTENANCE SERVICE FOR A PERIOD OF 36 MONTHS

Job Title	Roles and Responsibilities	Qualification and Experience
	<p>regulatory concerns and changing IT and information security trends.</p> <p>12. Perform any GRC related task as requested.</p> <p>13. Assist in the improvement of ICT governance posture</p>	
1 x Specialist Cybersecurity	<ol style="list-style-type: none"> 1. Providing security advice during the development stages of software systems, networks and data centres and implementation of solutions 2. Search for and identify vulnerabilities and risks in hardware and software. 3. Manage and monitor any attacks and intrusions. 4. Recognize the potential threat or attempted breach by closing off the security vulnerability. 5. Monitor all security technologies and systems such as firewalls and malware protection. 6. Design various strategies and defensive systems against intruders 7. Maintain IT security controls documentation. 8. Recognize security gaps in ICT deployments and 	<p>Qualifications</p> <ol style="list-style-type: none"> 1. Computer Science Degree NQF 7, or a National Diploma NQF 6 in Information Systems or equivalent. 2. Certified Ethical Hacker (CEH) or 3. Certified Information Systems Security Professional (CISSP) or 4. Computer Hacking Forensic Investigator (CHFI) or 5. Practical knowledge of NIST Cybersecurity Framework (NCSF) and or Certification 6. Driver's license and must be willing to travel <p>Minimum Experience</p> <ol style="list-style-type: none"> 7. 5+ years of relevant experience in Cybersecurity. <p>Required skills and knowledge</p> <ol style="list-style-type: none"> 8. Well-versed with various security tools such as Burp Suite, Nmap,



TERMS OF REFERENCE TO REQUEST FOR BIDS FROM SERVICE PROVIDERS FOR BID NO OCJ2020/12: TO PROVIDE ICT PROFESSIONAL SUPPORT AND MAINTENANCE SERVICE FOR A PERIOD OF 36 MONTHS

Job Title	Roles and Responsibilities	Qualification and Experience
	<p>prepare an action plan.</p> <p>9. Suggest recommendation, create security policies and ensure they are implemented with support and mitigation during implementation.</p> <p>10. Work in close coordination with the stakeholders and other groups related to Cyber Security related matters.</p> <p>11. Gives consolidate reports and compare multiple vulnerabilities and different automated tools.</p> <p>12. Conducts threat and risk analysis and provides essential suggestions.</p> <p>13. Perform research, testing, evaluation, of security controls.</p> <p>14. Advice on cybersecurity matters and assist the technical team in the continuous improvement of cybersecurity posture through research and development.</p> <p>15. Establish knowledge base for cybersecurity matters and assist in the design and implementation of</p>	<p>Nessus, Qualys, Metasploit, etc</p> <p>9. Have an in-depth understanding of vulnerabilities management systems and common security applications</p> <p>10. Practical knowledge of network security, application security, cloud security.</p> <p>11. Fully understanding of the cybersecurity threat landscape.</p> <p>12. Practical knowledge of network protocols, code vulnerability, database security.</p> <p>13. Security protocols and standards</p> <p>14. Good understanding of technologies, operating system, messaging, and collaboration, knowledge of cloud technologies</p>



TERMS OF REFERENCE TO REQUEST FOR BIDS FROM SERVICE PROVIDERS FOR BID NO OCJ2020/12: TO PROVIDE ICT PROFESSIONAL SUPPORT AND MAINTENANCE SERVICE FOR A PERIOD OF 36 MONTHS

Job Title	Roles and Responsibilities	Qualification and Experience
	cybersecurity defenses. 16. Participate in the provision of cybersecurity awareness	
Functional Area – Systems / Applications Development		
1. Responsible for defining, designing, testing and implementing new software applications that meet business needs. 2. Develop business systems based on business requirements 3. Work closely with the Business Analysis team for requirements clarification		
2 x Lead Developer	1. Follow and advocate for Agile software development framework in projects. 2. Comply with project plans and industry standards 3. Serve as a subject matter expert 4. Determine operational feasibility by evaluating analysis, problem definition, requirements, solution development, and proposed solutions. 5. Provide guidance to the team in the execution of full lifecycle software development 6. Ensure designs follow business specifications 7. Document and demonstrate solutions by developing	Qualifications & Minimum Experience 1. Appropriate ICT degree or equivalent in Computer Science or Engineering or Informatics qualification at NQF7 or higher with 5+ years of software development experience which includes application front and back-end design, maintenance and delivery in Java or C# or VB including Web and mobile architecture design and development OR Grade12 Certificate with 10+ years of experience in software development which includes



TERMS OF REFERENCE TO REQUEST FOR BIDS FROM SERVICE PROVIDERS FOR BID NO OCJ2020/12: TO PROVIDE ICT PROFESSIONAL SUPPORT AND MAINTENANCE SERVICE FOR A PERIOD OF 36 MONTHS

Job Title	Roles and Responsibilities	Qualification and Experience
	<p>prototypes, flowcharts, layouts, diagrams, charts, code comments and perform code reviews</p> <p>8. Improve operations by conducting systems analysis; recommending changes in policies and procedures.</p>	<p>application front and back-end design, maintenance and delivery in Java or C# or VB including Web and mobile architecture design and development</p> <p>Required skills and knowledge</p> <ol style="list-style-type: none"> 1. Knowledge and experience in Azure and CRM Dynamics 2. Strong knowledge and experience in areas such as (but not limited to): Micro Services, Docker, Swarm, Kubernetes, Containers, WPF and WCF, .Net Core. RESTful services, Silverlight 3. Testing frameworks for APIs.
2 x Business Analyst	<ol style="list-style-type: none"> 1. Facilitate JAD sessions to extract requirements with multiple stakeholders 2. Effectively analyze and document customer journeys and map into features, user stories and sprint tasks 3. Communicate these needs clearly and effectively to both business and technical stakeholders. 4. Document business 	<p>Qualifications & Minimum Experience</p> <ol style="list-style-type: none"> 1. Appropriate ICT degree or equivalent in Computer Science or Informatics qualification preferably with an Information Systems focus at NQF6 2. Diploma or certificate in Business Analysis 3. 3+ years of experience in a Business Analysis or similar role 4. A valid driver's license and willingness to travel.



TERMS OF REFERENCE TO REQUEST FOR BIDS FROM SERVICE PROVIDERS FOR BID NO OCJ2020/12: TO PROVIDE ICT PROFESSIONAL SUPPORT AND MAINTENANCE SERVICE FOR A PERIOD OF 36 MONTHS

Job Title	Roles and Responsibilities	Qualification and Experience
	<p>processes, business requirements, business cases, test plans and test cases</p> <p>5. Train users on newly developed systems.</p> <p>6. Document system and training manuals</p> <p>7. Guide testing efforts with end users.</p> <p>8. Conduct User Acceptance Testing</p> <p>9. Identify production and non-production application issues and escalate to the Application Development team.</p>	<p>OR</p> <p>3. Grade 12 certificate coupled with 5+ years of relevant experience in full systems lifecycle, from analysis, through to design, build and implementation</p> <p>4. A valid driver's license and willingness to travel.</p> <p>Required skills and knowledge</p> <p>1. Strong knowledge and experience in BPMN.</p> <p>2. Good understanding of SDLC development methodologies i.e Agile</p> <p>3. Advanced SQL language</p> <p>4. Self-starter with excellent written and verbal communication</p> <p>5. Self-motivated inclination and willing to challenge the status-quo</p> <p>6. Software design and analysis</p> <p>7. Software support and maintenance</p> <p>8. Process Improvement</p> <p>9. Ability to conduct training and user acceptance testing</p>
3 x Software Developer	<p>1. Conduct software analysis, programming, testing and debugging</p> <p>2. Write well designed,</p>	<p>Qualifications & Minimum Experience</p> <p>1. Appropriate ICT degree or</p>



TERMS OF REFERENCE TO REQUEST FOR BIDS FROM SERVICE PROVIDERS FOR BID NO OCJ2020/12: TO PROVIDE ICT PROFESSIONAL SUPPORT AND MAINTENANCE SERVICE FOR A PERIOD OF 36 MONTHS

Job Title	Roles and Responsibilities	Qualification and Experience
	<p>testable, efficient code.</p> <ol style="list-style-type: none"> 3. Integrate software components into a fully functional software system. 4. Develop software verification plans and quality assurance procedures 5. Document and maintain software functionality 6. Contribute in all phases of the development lifecycle 7. Ensuring designs follow specifications 8. Preparing and producing releases of software components 	<p>equivalent in Computer Science or Engineering or Informatics qualification at NQF7 or higher with 5+ years of software development experience which includes application front and back-end design, maintenance and delivery in Java or C# or VB including Web and mobile architecture design and development</p> <p>OR</p> <p>Grade12 Certificate with 10+ years of experience in software development which includes application front and back-end design, maintenance and delivery in Java or C# or VB including Web and mobile architecture design and development</p> <p>Required skills and knowledge</p> <ol style="list-style-type: none"> 1. Knowledge and experience in Azure and CRM Dynamics 2. Knowledge and experience in Web and Mobile development platforms 3. Strong knowledge and experience in areas such as (but



TERMS OF REFERENCE TO REQUEST FOR BIDS FROM SERVICE PROVIDERS FOR BID NO OCJ2020/12: TO PROVIDE ICT PROFESSIONAL SUPPORT AND MAINTENANCE SERVICE FOR A PERIOD OF 36 MONTHS

Job Title	Roles and Responsibilities	Qualification and Experience
		<p>not limited to): Micro Services, Docker, Swarm, Kubernetes, Containers, WPF and WCF, .Net Core. RESTful services, Silverlight</p> <p>4. Testing frameworks for APIs.</p>
2 x System Tester	<ol style="list-style-type: none"> 1. Review functional specs from Business Analyst's 2. Create test plans and cases 3. Perform front end functional testing of applications 4. Collaborate closely with the team, identifying, logging, prioritizing and verifying defects 5. Track all defects logged. 6. Execute regression tests in preparation for go-live. 7. Carry out exploratory testing to identify any possible issues that might have been overlooked during regression testing and functional testing 	<p>Qualifications</p> <ol style="list-style-type: none"> 1. Appropriate ICT degree or equivalent in Computer Science or Engineering or Informatics qualification at NQF6 <p>Minimum Experience</p> <ol style="list-style-type: none"> 1. 3+ years of experience in testing systems 2. Strong skills in business and systems design 3. Strong background of system testing processes. <p>Required skills and knowledge</p> <ol style="list-style-type: none"> 1. Analytics and logical application of concepts 2. Thorough Understanding & Mapping of Business Situation



TERMS OF REFERENCE TO REQUEST FOR BIDS FROM SERVICE PROVIDERS FOR BID NO OCJ2020/12: TO PROVIDE ICT PROFESSIONAL SUPPORT AND MAINTENANCE SERVICE FOR A PERIOD OF 36 MONTHS

Job Title	Roles and Responsibilities	Qualification and Experience
		<p>3. Understand individual components of the system and how they interact with each other under given circumstances</p> <p>4. Understanding of DevOps and Agile to promote the collaborative working environment</p>

5 LEGISLATIVE FRAMEWORK OF THE BID

5.1 Tax Legislation

- 5.1.1 Bidder or bidders must be compliant when submitting a proposal to the OCJ and remain compliant for the entire contract term with all applicable tax legislation.
- 5.1.2 It is a condition of this bid that the tax matters of the successful bidder be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.
- 5.1.3 It is a requirement that bidders grant a written confirmation when submitting this bid that the OCJ may require SARS on an ongoing basis during the tenure of the contract disclose the bidder's tax compliance status and by submitting this bid such confirmation is deemed to have been granted.
- 5.1.4 Bidders are required to be registered on the Central Supplier Database and the National Treasury shall verify the bidder's tax compliance status through the Central Supplier Database.
- 5.1.5 Where Joint Ventures and Consortia as well as Sub-contractors are involved, each party must be registered on the Central Supplier Database and their tax compliance status will be verified through the Central Supplier Database.

5.2 Procurement Legislation

- 5.2.1 The OCJ has a detailed evaluation methodology premised on Treasury Regulation 16A3 promulgated under Section 76 of the Public Finance Management



TERMS OF REFERENCE TO REQUEST FOR BIDS FROM SERVICE PROVIDERS FOR BID NO OCJ2020/12: TO PROVIDE ICT PROFESSIONAL SUPPORT AND MAINTENANCE SERVICE FOR A PERIOD OF 36 MONTHS

Act, 1999 (Act, No. 1 of 1999), the Preferential Procurement Policy Framework Act 2000 (Act, No.5 of 2000), Preferential Procurement Regulations of 2017 and the Broad-Based Black Economic Empowerment Act, 2003 (Act, No. 53 of 2003).

5.3 Technical Legislation and/or Standards

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

6 COMPULSORY BRIEFING SESSIONS

- 6.1 A compulsory physical briefing and clarification session on **06 November 2020 at 11:00am** will be held at the following address, Office of the Chief Justice Head Office in Midrand, **188 14th Road Noordwyk, Midrand 1685** to clarify to bidders the scope and extent of work to be executed.
- 6.2 Failure to attend the compulsory briefing session will result in automatic disqualification from the bidding process.
- 6.3 To allow for social distancing compliance the prospective bidders should send an RSVP to Bid Enquiries on bidenquiries@judiciary.org.za indicating their intention to attend the physical briefing session with the following information:
- 6.3.1 Name of the person(s) attending
- 6.3.2 Company name
- 6.3.3 Email Address
- 6.3.4 Contact Number

7 TIMELINE OF THE BID PROCESS

- 7.1 The bid process planned to be completed within a maximum period of 3 months following closing of the bid.

Table 2: Timelines of Bid Process

Activity	Due Date
Bid closing date	24 November 2020 at 11:00 AM
Notice to bidders	The OCJ will endeavor to inform bidders of progress until conclusion of the tender.

- 7.2 All dates and times in this bid are South African standard Telkom time.
- 7.3 Any time or date in this bid is subject to change at the OCJ's discretion.

TERMS OF REFERENCE TO REQUEST FOR BIDS FROM SERVICE PROVIDERS FOR BID NO OCJ2020/12: TO PROVIDE ICT PROFESSIONAL SUPPORT AND MAINTENANCE SERVICE FOR A PERIOD OF 36 MONTHS

- 7.4 The indication of date and time in this bid does not create an obligation on the part of the OCJ to take any action, or create any right in any way for any bidder to demand that any action be taken on the date established.
- 7.5 The bidder accepts that, if the OCJ extends the closing date for bid submission for any reason, the requirements of this bid apply equally to the extended closing date.

8 CONTACT AND COMMUNICATION

- 8.1 A duly nominated official of the bidder can make enquiries in writing, to the delegated OCJ official through email to SCM: BidEnquiries@judiciary.org.za. Bidders must reduce all telephonic enquiries to writing and send it to the above email address. The last day of making enquiries to the OCJ is **18 November 2020 at 16:00**.
- 8.2 The delegated official of the OCJ may communicate with bidders where clarity is sought on the bid proposal.
- 8.3 Any communication by the bidders with an official or a person acting in an advisory capacity for the OCJ in respect of the bid between the closing date and the award of the bid, is prohibited.
- 8.4 Whilst all due care has been taken in connection with the preparation of this bid, the OCJ makes no representations or warranties that the content of the bid or any information communicated to or provided to bidders during the bidding process is, or will be, accurate, current or complete.
- 8.5 If a bidder finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by the OCJ other than minor clerical matters, the bidders must promptly notify the OCJ in writing of such discrepancy, ambiguity, error or inconsistency in order to afford the OCJ an opportunity to consider what corrective action is necessary if any.
- 8.6 Any actual discrepancy, ambiguity, error or inconsistency in the bid or any other information provided by the OCJ will, if possible, be corrected and provided to all bidders without disclosing to the bidders who provided the written notice.
- 8.7 All persons including bidders obtaining or receiving the bid and any other information in connection with the bid or the tendering process must keep the contents of the bid and other such information confidential and not disclose or use the information except as required for the purpose of developing a proposal in response to this bid.

TERMS OF REFERENCE TO REQUEST FOR BIDS FROM SERVICE PROVIDERS FOR BID NO OCJ2020/12: TO PROVIDE ICT PROFESSIONAL SUPPORT AND MAINTENANCE SERVICE FOR A PERIOD OF 36 MONTHS

9 LATE BIDS

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

10 COUNTER CONDITIONS

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

11 FRONTING

- 11.1 Government supports the spirit of broad based black economic empowerment (BBBEE) and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution of the Republic of South Africa and in an honest, fair, equitable, transparent and legally compliant manner. Against this background the Government condemn any form of fronting.
- 11.2 The Government, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry / investigation, the onus will be on the bidder / contractor to prove that fronting does not exist. Failure to do so within a period of 14 days from date of notification may invalidate the bid / contract and may also result in the restriction of the bidder or contractor to conduct business with the public sector for a period not exceeding ten years, in addition to any other remedies the OCJ may have against the bidder / contractor concerned.

12 TERMS AND CONDITIONS

- 12.1 The contract between the service provider and the OCJ will be binding only after both parties have agreed to and signed the service level agreement.
- 12.2 The awarded service provider will be expected to be available for a project hand over / take over as well as an induction process.
- 12.3 The awarded service provider will also be expected to compile a hand over report at the end of the contracted period.

TERMS OF REFERENCE TO REQUEST FOR BIDS FROM SERVICE PROVIDERS FOR BID NO OCJ2020/12: TO PROVIDE ICT PROFESSIONAL SUPPORT AND MAINTENANCE SERVICE FOR A PERIOD OF 36 MONTHS

- 12.4 Bidders must respond to all categories required, failure to do so will result in disqualification of the bid.
- 12.5 Bidders are required to submit one CV for the lead resource of each functional area.
- 12.6 Where the bidder provides more than one CV, only the first CV bound into the bid document will be considered.
- 12.7 Bidders are required to submit all certified proof of tertiary qualification and identity document for each CV submitted as per requirement for each position.
- 12.8 Bidders are required to submit all certified proof of professional certification as per requirement for each position. Inability to provide proof of tertiary and/or professional certification as per requirement for each position will result in a zero rating for that resource as detailed in the evaluation criteria.
- 12.9 Bidders are required to submit the consent letter / form signed by the resource whose CV is submitted and dated after the tender publication date.
- 12.10 Bidder are required to submit a draft service level agreement
- 12.11 After awarding of this bid, all resources providing required services must be prepared to be interviewed by a panel as it is important for the OCJ to obtain appropriate skills and good interface with the team.
- 12.12 Candidates must be willing to undergo internal OCJ security and vetting processes.
- 12.13 The OCJ reserves the right to request the bidder to replace the candidate should the candidate be deemed as non-performing.

13 SUPPLIER DUE DILIGENCE

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



TERMS OF REFERENCE TO REQUEST FOR BIDS FROM SERVICE PROVIDERS FOR BID NO OCJ2020/12: TO PROVIDE ICT PROFESSIONAL SUPPORT AND MAINTENANCE SERVICE FOR A PERIOD OF 36 MONTHS

14 NEGOTIATING A FAIR MARKET RELATED PRICE

14.1 The award of the tender may be subjected to price negotiation with the preferred tenderers.

15 SUBMISSION OF PROPOSALS

15.1 Bid documents must be endorsed with the words 'ICT Professional Services' and must be hand-delivered and deposited into the tender box situated at ground floor of the OCJ National Office, 188 14th Road, Noordwyk, Midrand, 1685 on or before the closing time and date.

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

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

15.4 This is the two (2) stage bidding process, bidders are required to submit a file consists of a proposal in one (1) envelope, pricing and B-BBEE in one (1) envelope. Bidders must submit two (2) sets of file of each file one (1) original and one (1) duplicate and one (1) CD-ROM or Flash Drive with content of each file on or before 11:00 AM, **24 November 2020**. Each file and CD-ROM or Flash Drive must be marked correctly and sealed separately for ease of reference during the evaluation process. Furthermore, the file and information in the CD-ROM or Flash Drive must be labelled and submitted in the following format in table 3:

TERMS OF REFERENCE TO REQUEST FOR BIDS FROM SERVICE PROVIDERS FOR BID NO OCJ2020/12: TO PROVIDE ICT PROFESSIONAL SUPPORT AND MAINTENANCE SERVICE FOR A PERIOD OF 36 MONTHS

Table 3: Format of Bid Submission

FILE 1 (TECHNICAL FILE)	FILE 2 (PRICE & BBEE)
Exhibit 1: Pre-qualification documents <i>(Refer to Table 5 below)</i>	Exhibit 1: Pricing Schedule SBD 3.1 SBD 6.1 B-BBEE Certificate
Exhibit 2: <ul style="list-style-type: none"> • Technical response 	
Exhibit 3: <ul style="list-style-type: none"> • General Conditions of Contract (GCC) • Draft Service Level Agreement 	
Exhibit 4: <ul style="list-style-type: none"> • Company Profile • Any other supplementary information 	

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

16 EVALUATION AND SELECTION CRITERIA

The OCJ has set minimum standards known as gates, which are minimum standards that bidders need to meet in order to be evaluated and selected as a successful bidder. The minimum standards consist of the following table 4:



TERMS OF REFERENCE TO REQUEST FOR BIDS FROM SERVICE PROVIDERS FOR BID NO OCJ2020/12: TO PROVIDE ICT PROFESSIONAL SUPPORT AND MAINTENANCE SERVICE FOR A PERIOD OF 36 MONTHS

Table 4: Evaluation Stages

Mandatory Criteria (Gate 0)	Technical Evaluation Criteria (Gate 1)	Price and B-BBEE Evaluation (Gate 2)
Bidders must submit all documents as outlined in Table 5 below. Only bidders that comply with ALL these criteria will proceed to Gate 1.	Bidder(s) are required to achieve a minimum of 70 points out of 100 points to proceed to Gate 2 (Price and B-BBEE). See table 8	Bidder(s) will be evaluated out of 100 points and Gate 2 will only apply to bidder(s) who have met and exceeded the threshold of 70 points in Gate 1.

Table 5: Pre-qualification Documents

DOCUMENTS THAT MUST BE SUBMITTED TO OCJ		
MANDATORY DOCUMENTS	HOW TO COMPLETE THE DOCUMENTS	DISQUALIFICATION FOR NON SUBMISSION
Invitation to Bid – SBD 1	Complete and sign the supplied pro forma document	Yes
Pricing Schedule Firm Prices- SBD 3.1 (Attach Separately)	Complete the supplied pro forma document	Yes
Declaration of Interest – SBD 4	Complete and sign the supplied pro forma document	Yes
Preference Point Claim Form – SBD 6.1(Attach Separately)	Non-submission will lead to a zero (0) score on B-BBEE. The B-BBEE status level certificate will be invalid if SBD 6.1 is not submitted or attached.	No
Declaration of Bidder's Past Supply Chain	Complete and sign the supplied pro forma document	Yes

TERMS OF REFERENCE TO REQUEST FOR BIDS FROM SERVICE PROVIDERS FOR BID NO OCJ2020/12: TO PROVIDE ICT PROFESSIONAL SUPPORT AND MAINTENANCE SERVICE FOR A PERIOD OF 36 MONTHS

Management Practices – SBD 8		
Certificate of Independent Bid Determination – SBD 9	Complete and sign the supplied pro forma document	Yes
Registration on Central Supplier Database (CSD	The Service provider must be registered as a service provider on the Central Supplier Database (CSD). If you are not registered, proceed to complete the registration of your company prior to submitting your proposal. Visit https://secure.csd.gov.za/ to obtain your vendor number. Submit proof of registration.	No
Sub-contracting arrangement	Bidders must provide proof of subcontracting arrangement between main tenderer and the subcontractor. Proof of subcontracting arrangement may include a subcontracting agreement between main tenderer and the subcontractor. In line with the National Treasury Preferential Procurement Regulation 2017.	Yes



Table 6: Reference letters information

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



16.1.1 Gate One (1): Functionality Requirements

- 16.1.1.1 The evaluation criteria for functionality aims to assess the bidders' capability, reliability and ability to execute the contract. The minimum points that bidders must obtain in order to progress to the next stage of evaluation is 70.
- 16.1.1.2 Bids that scored less than 70 points on functionality will be disqualified and will not progress to the next stage of evaluation.
- 16.1.1.3 Proposals will be evaluated and points will be allocated on the following basis for functionality:
- 16.1.1.4 The functionality criteria are listed below, and will be rated as follows:

Bidders will be rated on the ratings stated below:

0 - Very Poor; 1 – Poor; 2- Fair; 3 – Good; 4 - Very Good; 5 – Excellent

Score = (Acquired Rating) X (Criteria Weight) / (Maximum Rating)

Table 8: Functionality Scoring

No	Functionality Criteria	Weighting Factor
1	<p>Evidence of track record for provision of similar services:</p> <p>Bidders are required to provide at least 3 sites with signed contactable references in the letterhead as written testimonials describing the track record in terms of Network Management and Support, Service Management Office (SMO), Server Infrastructure and Administration, System / Application Development and Testing (at least three of these areas per reference letter). The following should be taken into account:</p> <ul style="list-style-type: none">a) Minimum size based on the number of users & complexity of the sitesb) Size of organisationc) Period of the contractd) Value of the contracte) Contact details of the reference <ul style="list-style-type: none">1. Three (3) signed reference letters with minimum three of the above of which System / Application Development and Testing must be one of the services = 5 points2. Two (2) signed reference letters with minimum three of the above services = 3 Points3. One (1) signed reference letter with minimum three of the above services = 1 Points4. No reference letter attached = 0 Points	15



TERMS OF REFERENCE TO REQUEST FOR BIDS FROM SERVICE PROVIDERS FOR BID NO OCJ2020/12: TO PROVIDE ICT PROFESSIONAL SUPPORT AND MAINTENANCE SERVICE FOR A PERIOD OF 36 MONTHS

2	<p>Service Management Plan</p> <p>Bidder must provide the service management plan which includes the Service Management Methodology and Governance. The service management plan should include the following elements:</p> <ol style="list-style-type: none"> Service Desk objectives, goals and processes aligned with OCJ current ICT environment and national footprint. Methodology and governance, processes for reporting, monitoring and service improvements Adequately capacitated structure clearly defining roles and responsibilities, the structure is aligned to the OCJ ICT configuration The plan reflects governance processes to ensure effective service management. The plan reflects both service based and resource based models aligned to the nature of ICT services <p>Scoring</p> <ol style="list-style-type: none"> The plan includes a; b; c; d and e above = 5 points. The plan includes only four (4) of the above elements = 4 points. The plan includes only three (3) of the above elements = 3 points. The plan includes only two (2) of the above elements = 2 points The plan includes only one (1) of the above elements = 1 point. No plan or plan does not include any of the above = 0 points 	20
4	<p>PMO Processes, structure and operations</p> <p>Bidder must provide a PMO proposal which include the following elements:</p> <ol style="list-style-type: none"> Business case for PMO given the current OCJ landscape PMO Establishment & Governance Standardized methodology Resource Management Process Stakeholder Management Strategy Portfolio Management process. 	15

TERMS OF REFERENCE TO REQUEST FOR BIDS FROM SERVICE PROVIDERS FOR BID NO OCJ2020/12: TO PROVIDE ICT PROFESSIONAL SUPPORT AND MAINTENANCE SERVICE FOR A PERIOD OF 36 MONTHS

	<p>Scoring</p> <ol style="list-style-type: none"> 1. The proposal includes a; b; c; d; e and f above = 5 points. 2. The proposal includes only five (5) of the above elements = 4 points. 3. The proposal includes only four (4) of the above elements = 3 points. 4. The proposal includes only three (3) of the above elements = 2 points 5. The proposal includes only two (2) of the above elements = 1 point. 6. Proposal includes only one of the above or no proposal = 0 points 	
5	<p>Application Development Processes, structure and operations</p> <p>Bidder must provide the Application Development proposal which include the following elements:</p> <ol style="list-style-type: none"> a) Application Development Governance b) Structure – roles and responsibilities c) SDLC methodology d) Release management e) Application support and maintenance and continuous improvement <p>Scoring</p> <ol style="list-style-type: none"> 1. The proposal includes a; b; c; d and e above = 5 points. 2. The proposal includes only four (4) of the above elements = 4 points. 3. The proposal includes only three (3) of the above elements = 3 points. 4. The proposal includes only two (2) of the above elements = 2 points 5. The proposal includes only one (1) of the above elements = 1 point. 6. No proposal or proposal does not include any of the above = 0 points 	10



TERMS OF REFERENCE TO REQUEST FOR BIDS FROM SERVICE PROVIDERS FOR BID NO OCJ2020/12: TO PROVIDE ICT PROFESSIONAL SUPPORT AND MAINTENANCE SERVICE FOR A PERIOD OF 36 MONTHS

6	<p>Team Lead Qualification required</p> <p>The service provider must prove that they have the qualifications required/expected to ensure proper/quality execution of the assignment for all the Team Leads (Programme Manager, Service Delivery Manager, Senior Network Engineer, Senior Server Engineer, Business Analyst Lead, Lead Developer, Senior Database Administrator, Senior Enterprise Architect)</p> <ol style="list-style-type: none"> 1. 8- of Team Leads with required certification = 5 points 2. 7- of Team Leads with required certification = 4 points 3. 5-6- of Team Leads required certification = 3 points 4. 3-4- of Team Leads with required certification = 2 points 5. 1-2- of Team Leads with required certification = 1 point 6. None of the Team Leads with required certification = 0 point 	20
7.	<p>Team Lead Experience required</p> <p>Experience of Team Leads (Programme Manager, Service Delivery Manager, Senior Network Engineer, Senior Server Engineer, Business Analyst Lead, Lead Developer, Senior Database Administrator, Senior Enterprise Architect)</p> <ol style="list-style-type: none"> 1. 8- of Team Leads with relevant experience in respective areas of speciality = 5 points 2. 7- of Team Leads with relevant experience in respective areas of speciality = 4 points 3. 5-6- of Team Leads with relevant experience in respective areas of speciality = 3 points 4. 3-4- of Team Leads with relevant experience in respective areas of speciality = 2 points 5. 1-2- of Team Leads with relevant experience in respective areas of speciality = 1 point 6. None of the Team Leads with relevant experience = 0 point 	20
Total		100



TERMS OF REFERENCE TO REQUEST FOR BIDS FROM SERVICE PROVIDERS FOR BID NO OCJ2020/12: TO PROVIDE ICT PROFESSIONAL SUPPORT AND MAINTENANCE SERVICE FOR A PERIOD OF 36 MONTHS

16.2 Gate two (2): Price and BBEE Evaluation (90+10) = 100 points

16.2.1 Only bidders that have scored seventy (70) points and above in Gate 1 will be evaluated in Gate 2 for price and B-BBEE. Price and B-BBEE will be evaluated as follows:

16.2.2 In terms of Regulation 6 of the Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), responsive bids will be adjudicated on the 90/10-preference point system in terms of which points are awarded to bidders on the basis of:

- a) The bid price (maximum 90 points)
- b) B-BBEE status level of contributor (maximum 10 points)

16.2.3 Stage 1 – Price Evaluation (90 Points)

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

P_{min} = Comparative price of lowest acceptable bid

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

16.2.4 Gate 2 – B-BBEE Evaluation (10 Points)

16.2.5 Gate 2 (90 + 10 = 100 points)

16.2.6 The Price and B-BBEE points will be consolidated.

16.2.7 Tenderers are required to submit proof of B-BBEE Status Level of contributor. Proof includes valid B-BBEE Status Level Verification Certificates together with their tenders or price quotations, to substantiate their B-BBEE rating claims.

16.2.8 Tenderers who do not submit B-BBEE Status Level Verification Certificates or who are non-compliant contributors to B-BBEE do not qualify for preference points for B-BBEE



but should not be disqualified from the tendering process. They will score points out of 90 or 80 for price only and zero (0) points out of 10 or 20 for B-BBEE.

16.2.9 Public entities and tertiary institutions must also submit B-BBEE Status Level Verification Certificates together with their tenders.

16.2.10 B-BBEE Points allocation

- a) A maximum of 10 points may be allocated to a bidder for attaining their B-BBEE status level of contributor in accordance with the table 9 below:

Table 9: B-BBEE Points Allocation

B-BBEE level of contributor	Number of points
1	10
2	9
3	6
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

- b) The B-BBEE points may be allocated to bidders on submission of the following documentation or evidence:
- A duly completed Preference Point Claim Form: Standard Bidding Document (SBD 6.1); and
 - The B-BBEE Certificate.

16.2.11 Gate 2: Price and B-BBEE Evaluation (90+10) = 100 points

- Pricing must be itemised.
- The price breakdown must be completed as per the template provided below.
- Bidders must provide firm prices, not subject to rate of exchange.

17 CONSORTIUMS AND JOINT VENTURES

17.1 Consortium or joint venture, (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level Verification Certificate for every separate tender.

TERMS OF REFERENCE TO REQUEST FOR BIDS FROM SERVICE PROVIDERS FOR BID NO OCJ2020/12: TO PROVIDE ICT PROFESSIONAL SUPPORT AND MAINTENANCE SERVICE FOR A PERIOD OF 36 MONTHS

- 17.2 Bidders must submit concrete proof of the existence of joint ventures and/or consortium arrangements. The OCJ will accept signed agreements as acceptable proof of the existence of a joint venture and/or consortium arrangement.
- 17.3 The joint venture and/or consortium agreements must clearly set out the roles and responsibilities of the Lead Partner and the joint venture and/or consortium party. The agreement must also clearly identify the Lead Partner, who shall be given the power of attorney to bind the other party/parties in respect of matters pertaining to the joint venture and/or consortium arrangement.

18 SUB- CONTRACTING

- 18.1 Sub-contracting is compulsory for this bid, as procurement is above R30 Million. Bidders must fully comply with Regulation 9 of preferential procurement policy framework Act, 2017. Failure to comply with this requirement will result in an automatic disqualification.
- 18.2 The tender must be sub-contracted to the minimum of 30% of the value of the contract to an EME or QSE.
- 18.3 The prospective bidders can consult the National Treasury CSD database for qualifying EME and QSEs.

19 GENERAL CONDITIONS OF CONTRACT

- 19.1 Any award made to a bidder under this bid is conditional, amongst others, upon:
- 19.2 The bidders accepting the terms and conditions contained in the General Conditions of Contract as the minimum terms and conditions upon which OCJ is prepared to enter into a contract with the successful bidders.
- 19.3 The bidders submitting the General Conditions of Contract to OCJ together with its bid, duly signed by an authorised representative of the bidder.

20 SERVICE LEVEL AGREEMENT

- 20.1 The OCJ and the successful bidder will conclude a Service Level Agreement regulating the specific terms and conditions applicable to the services being procured by the OCJ. Bidders are required to include a proposed SLA in the bid document. Refusal to sign the service level agreement will lead to termination of the contract.



21 SPECIAL CONDITIONS OF THIS BID

- 21.1 The OCJ reserves the right not to make an award of any of the responses on this bid.
- 21.2 Bidders must provide an undertaking that reference checks in connection with services rendered may be conducted by the OCJ from previous clients where similar services were provided.
- 21.3 The OCJ may vary the scope outlined in this bid to include reasonable additional work within the wider scope of services required.
- 21.4 The bidders must be accessible to the OCJ at all times

22 DECLARATON REQUIREMENTS FOR BIDDERS

- 22.1 In the bidder's technical response, bidders are required to declare the following:
- 22.1.1 Confirm that the bidders:
- a) Act honestly, fairly and with due skill, care and diligence, in the interests of the OCJ;
 - b) Have and employ effectively the resources, procedures and appropriate technological systems for the proper performance of the services;
 - c) Act with circumspection and treat the OCJ fairly in a situation of conflicting interests;
 - d) Comply with all applicable statutory or common law requirements applicable to the conduct of business;
 - e) Make adequate disclosures of relevant material information including disclosures of actual or potential own interests, in relation to dealings with the OCJ;
 - f) Avoidance of fraudulent and misleading advertising, canvassing and marketing;
 - g) To conduct their business activities with transparency and consistently uphold the interests and needs of the OCJ as a client before any other consideration; and
 - h) To ensure that any information acquired by the bidders from the OCJ will not be used or disclosed unless the written consent of the client has been obtained to do so.

23 CONFLICT OF INTEREST, CORRUPTION AND FRAUD

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

TERMS OF REFERENCE TO REQUEST FOR BIDS FROM SERVICE PROVIDERS FOR BID NO OCJ2020/12: TO PROVIDE ICT PROFESSIONAL SUPPORT AND MAINTENANCE SERVICE FOR A PERIOD OF 36 MONTHS

- 23.1.1 Engages in any collusive tendering, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other bidder in respect of the subject matter of this bid;
- 23.1.2 Seeks any assistance, other than assistance officially provided by a Government Entity, from any employee, advisor or other representative of a Government Entity in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
- 23.1.3 Makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of the OCJ's employees or other representatives;
- 23.1.4 Makes or offers any gift, gratuity, anything of any value or other inducement, to any Government Entity's officers, directors, employees, advisors or other representatives in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
- 23.1.5 Accepts anything of value or an inducement that would or may provide financial gain, advantage or benefit in relation to procurement or services provided or to be provided to a Government Entity;
- 23.1.6 Pays or agrees to pay to any person any fee, commission, percentage, brokerage fee, gift or any other consideration, that is contingent upon or results from, the award of any tender, contract, right or entitlement which is in any way related to procurement or the rendering of any services to a Government Entity;
- 23.1.7 Has in the past engaged in any matter referred to above; or
- 23.1.8 Has been found guilty in a court of law on charges of fraud and/or forgery, regardless of whether or not a prison term was imposed and despite such bidder, member or director's name not specifically appearing on the List of Tender Defaulters kept at National Treasury.

24 MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT

- 24.1 The bidder should note that the terms of its tender will be incorporated in the proposed contract by reference and that the OCJ relies upon the bidder's tender as a material representation in making an award to a successful bidder and in concluding an agreement with the bidder.
- 24.2 It follows therefore that misrepresentations in a tender may give rise to service termination and a claim by the OCJ against the bidder notwithstanding the conclusion of the Service Level Agreement between the OCJ and the bidder for the provision of the service in question. In the event of a conflict

between the bidder's proposal and the Service Level Agreement concluded between the parties, the Service Level Agreement will prevail.

25 PREPARATION COSTS

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

26 INDEMNITY

26.1 If a bidder breaches the conditions of this bid and, as a result of that breach, the OCJ incurs costs or damages (including, without limitation, the cost of any investigations, procedural impairment, repetition of all or part of the bid process and/ or enforcement of intellectual property rights or confidentiality obligations), then the bidder indemnifies the OCJ from any legal liability and all such costs which the OCJ may incur and for any damages or losses the OCJ may suffer

27 CONFLICT OF INFORMATION PROVIDED

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

28 LIMITATION OF LIABILITY

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

29 TAX COMPLIANCE

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

30 TENDER DEFAULTERS AND RESTRICTED SUPPLIERS

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

31 GOVERNING LAW

- 31.1 South African law governs this bid and the bid response process. The bidder agrees to submit to the exclusive jurisdiction of the South African Superior Courts in any dispute of any kind that may arise out of or in connection with the subject matter of this bid, the bid itself and all processes associated with the bid.

32 RESPONSIBILITY FOR SUB-CONTRACTORS AND BIDDER'S PERSONNEL

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

33 CONFIDENTIALITY

- 33.1 Except as may be required by operation of law, by a court or by a regulatory authority having appropriate jurisdiction, no information contained in or relating to this bid or a bidder's tender(s), will be disclosed by any bidder or other person not officially involved with the OCJ's examination and evaluation of a tender.
- 33.2 No part of the bid may be distributed, reproduced, stored or transmitted, in any form or by any means, electronic, photocopying, recording or otherwise, in whole or in part except for the purpose of preparing a Tender. This bid and any other documents supplied by the OCJ, remain proprietary to the OCJ and must be promptly returned to the OCJ upon request together with all copies, electronic versions, excerpts or summaries thereof or work derived therefrom.
- 33.3 Throughout this bid process and thereafter, bidders must secure the OCJ's written approval prior to the release of any information that pertains to (i) the potential work or activities to which this bid relates; or (ii) the process which follows this bid. Failure to adhere to this

requirement may result in disqualification from the bid process and civil action.

34 OFFICE OF THE CHIEF JUSTICE PROPRIETARY INFORMATION

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

35 TERMINATION OF SERVICES

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

