



the doj & cd

Department:
Justice and Constitutional Development
REPUBLIC OF SOUTH AFRICA

The Department of Justice and Constitutional Development invites all interested suppliers who are accredited in terms of the SITA TRANSVERSAL CONTRACT RFB 1183/2022 to submit proposals for requirements stipulated below:

DOCUMENT NUMBER:	RFQ 01 2025 – SITA RFB 1183 2022 TRANSVERSAL CONTRACT
RFQ ISSUE DATE:	11 APRIL 2025
RFQ CLOSING TIME AND DATE:	12 MAY 2025 @ 11:00 am <i>(Bid proposals received after closing date and time as stipulated will not be accepted)</i>
RFQ VALIDITY PERIOD:	120 days from RFQ closing date
DESCRIPTION:	APPOINTMENT OF AN ACCREDITED SERVICE PROVIDER FOR THE PROVISION OF THE MAINTENANCE AND SUPPORT OF THE SAP ENVIRONMENT, FOR A PERIOD OF 3 YEARS.
PERIOD:	THREE (3) YEARS
BRIEFING SESSION TIME AND DATE:	A non –compulsory briefing session (virtual) will be held as follows: a) Briefing session date – 16 APRIL 2025 @ 10:00am b) MS Teams link <i>(the link is on the Departmental website)</i>
TECHNICAL & BIDDING ENQUIRIES:	a) Deadline for Questions: 23 APRIL 2025 and should be send to Sourcing@justice.gov.za . b) Doj&cd Responses by 30 APRIL 2025 and will be posted on the departmental website under this tender.
RESPONSES TO THIS RFQ MUST BE HAND DELIVERED TO:	THE DEPARTMENT OF JUSTICE AND CONSTITUIONAL DEVELOPMENT, MOMENTUM BUILDING, 329 PRETORIUS STREET, PRETORIA CENTRAL, (TENDER / BID BOX SITUATED AT THE RECEPTION, <i>(The Department will not accept any bid response send through email)</i>)
ANY ENQUIRIES MUST BE:	Send to Sourcing@justice.gov.za .

DOJ&CD requests your quotation on the goods and/or services listed hereunder and/or on the available RFQ forms. Please furnish all information as requested and return your quotation on or before the date stipulated. Late and incomplete / missing documentations will invalidate the quotation submitted. DOJ&CD is not obliged to accept the lowest or any submission received. DOJ&CD reserves the right to accept the whole or any portion of a quotation.

Mr Sizwe Majavu
Director: Strategic Sourcing
11 April 2025

TABLE OF CONTENTS

1. PART A - INVITATION TO BID - SBD 1:..... 7

2. RFQ Terms and Conditions 10

 2.2 RFQ Returnable 13

 2.2.1 Administrative Returnable Documents – must be fully completed and signed..... 13

(a) SBD 1 – Invitation to RFQ..... 13

(b) SBD 4 – Bidder’s Disclosure 13

(c) SBD 6.1- Preferential Procurement Claim form 13

(d) Central Supplier Database report 13

(e) Government Procurement General Conditions of Contract..... 13

(f) Special Conditions of Contract..... 13

(g) Tender document (fully completed)..... 13

(h) Other Supporting documents 13

3. BIDDER’S DISCLOSURE (SBD 4)..... 14

4. PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022..... 17

5. GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT (GCC) 22

 ANNEX A.1: Abbreviations and Acronyms 31

 ANNEX A.2: Terms and Definitions 33

ANNEX B: TECHNICAL SPECIFICATION 38

1. PURPOSE AND BACKGROUND..... 38

 1.1. PURPOSE..... 38

 1.2. BACKGROUND 38

2. SCOPE OF BID 38

 2.1 SCOPE OF WORK..... 38

 2.2 DELIVERY ADDRESS..... 39

 2.3 CUSTOMER INFRASTRUCTURE AND ENVIRONMENT REQUIREMENTS 39

3. MINIMUM FUNCTIONAL REQUIREMENTS: SAP ENVIRONMENT 45

3.1 Services Delivery Management..... 45

3.1.1 Minimum Functional Requirements 45

3.2 Incident Major Incidents and Problem Management Services 47

3.2.1 Minimum Functional Requirements 47

The Bidder must provide Incident, major incidents and Problem Management services that are required for: 47

3.3 Corrective, Adaptive, Perfective & Preventative Maintenance Services 48

3.3.1 Minimum Functional Requirements 48

3.4	Enhancement Services	48
3.4.1	Minimum Functional Requirements	48
3.5	Solution Health Check Reviews	49
3.5.1	Minimum Functional Requirements	49
	The Bidder must provide independent solution health review report quarterly by the OEM. The health check reviews are required to:	49
3.6	Solution/Application Performance Monitoring	49
3.6.1	Minimum Functional Requirements	49
3.7	Software Updates, Patching and License Management	49
3.7.1	Minimum Functional Requirements	49
3.8	Disaster Recovery Services	50
3.8.1	Minimum Functional Requirements	50
3.9	Data Ownership	50
3.10	Data Integrity	51
3.11	Application Security	51
3.11.1	Minimum Functional Requirements	51
3.12	Solution Document Upkeep	51
3.12.1	Minimum Functional Requirements	51
3.13	Transitioning-In services	51
3.13.1	Minimum Functional Requirements	51
3.14	Transitioning-out (non-costed services).....	52
3.14.1	Minimum Functional Requirements	52
3.15	Handover/Exit Plan.....	52
3.15.1	Minimum Functional Requirements	52
3.16	SAP Technical Human Resources Requirements.....	53
4.	BID EVALUATION STAGES	53
	ANNEX B.1: ADMINISTRATIVE PRE-QUALIFICATION	54
5.	ADMINISTRATIVE PRE-QUALIFICATION REQUIREMENTS	54
5.1.	ADMINISTRATIVE PRE-QUALIFICATION VERIFICATION	54
5.2.	ADMINISTRATIVE PRE-QUALIFICATION REQUIREMENTS	54
	ANNEX B.2: TECHNICAL MANDATORY REQUIREMENTS	55
6.	TECHNICAL MANDATORY	55
6.1.	INSTRUCTION AND EVALUATION CRITERIA	55
6.2.	TECHNICAL MANDATORY REQUIREMENTS	55
6.3	DECLARATION OF COMPLIANCE	58
	ANNEX B.3: TECHNICAL FUNCTIONAL MANDATORY REQUIREMENTS	59

7.	TECHNICAL FUNCTIONALITY MANADATORY REQUIREMENTS.....	59
7.1.	INSTRUCTION AND EVALUATION CRITERIA	59
a.	Service Delivery Management Service.....	63
b.	Incident Major Incidents and Problem Management Services.....	63
c.	Corrective, Adaptive, Perfective and Preventative Maintenance Services	63
d.	Enhancement Services	63
e.	Solution Health-Check Reviews.....	63
f.	Solution/Application Performance Monitoring.....	63
g.	Software Updates, Patching and Licence Management.....	63
h.	Disaster Recovery Services.....	63
i.	Data Ownership.....	63
j.	Data Integrity.....	63
k.	Application Security.....	63
l.	Solution Documentation Upkeep.....	63
	ANNEX B.4: SPECIAL CONDITIONS OF CONTRACT (SCC).....	65
8.	SPECIAL CONDITIONS OF CONTRACT.....	65
8.1.	INSTRUCTION.....	65
8.2.	SPECIAL CONDITIONS OF CONTRACT	65
8.3.	DECLARATION OF COMPLIANCE.....	85
	ANNEX B.5: COSTING AND PRICING	86
9.	COSTING AND PRICING	86
9.1.	COSTING AND PREFERENCE EVALUATION.....	86
9.2.	COSTING AND PRICING CONDITIONS.....	86
9.3.	BID PRICING SCHEDULE	87
9.4.	DECLARATION OF ACCEPTANCE	87
	ANNEX C: BIDDER SUBSTANTIATING EVIDENCE	88
10.	MANDATORY REQUIREMENT EVIDENCE	88
11.1	BIDDER CERTIFICATION / AFFILIATION REQUIREMENTS.....	88
11.2	BIDDER EXPERIENCE AND CAPABILITY REQUIREMENTS	88
11.3	PRODUCT / SERVICE FUNCTIONAL REQUIREMENT	88
11.4	BIDDER DECLARATION.....	89

SCM PRE-QUALIFICATION CRITERIA – DOCUMENTS THAT MUST BE SUBMITTED FOR SUPPLY CHAIN MANAGEMENT COMPLIANCE

All documents must be completed, signed by the duly authorized representative of the prospective bidder(s) and submit to the Department as part of bid responses. During this phase bidders' response will be evaluated based on compliance with the listed administration bid requirements.

DOCUMENTATION TO BE FULLY COMPLETED, ADHERED AND SUBMITTED BY THE BIDDER	
PACKAGING OF BID DOCUMENTS	The envelope or packaging with the bid document must be marked properly using the information (RFQ number, name of the company and description of the tender).
TWO ENVELOPE SYSTEM	<p>Prospective bidders MUST package separate submissions in respect of the technical and financial proposals:</p> <ul style="list-style-type: none"> a) First Envelope must contain a completed tender document together with all the mandatory supporting documents. Failure to provide all the necessary technical documentation as part of bid responses, it will result in disqualification. b) Second Envelope: Should only contain pricing schedule/costing model and the financial envelope must be properly sealed. <p>N.B. Failure to comply with the above condition, it will be regarded as non-compliance and your bid proposal will be disqualified from the evaluation process.</p>
ACCREDITATION ON SITA TRANSVERSAL FRAMEWORK CONTRACT 1183 / 2022 Transversal Contract	<ul style="list-style-type: none"> a) Only service providers accredited in terms of 1183 / 2022 Transversal Contract will be considered. b) Furthermore, a service provider/bidder shall not be appointed to provide a service/brand which they are not accredited on SITA 1183 / 2022 Transversal Contract and shall be disqualified. c) Service Provider approved in a specific province/s cannot be used to provide a service in province/s where they are not accredited for.
INVITATION TO BID – SBD 1	Complete and sign the supplied pro forma document
BIDDER'S DISCLOSURE – SBD 4	Complete and sign the supplied pro forma document
SBD 6.1 PREFERENTIAL PROCUREMENT PREFERENCE POINTS	Complete and sign the supplied pro forma document

DOCUMENTATION TO BE FULLY COMPLETED, ADHERED AND SUBMITTED BY THE BIDDER	
SPECIAL CONDITION OF CONTRACT (SCC) AND GENERAL CONDITION OF CONTRACT	The bidder declares to ACCEPT ALL the Special Condition of Contract and General Condition of Contract as specified in the bid document.
TECHNICAL MANDATORY REQUIREMENTS	The Bidder must comply with ALL the requirements by providing substantiating evidence in the form of documentation or information, failing which it will be regarded as “NOT COMPLY”.
TECHNICAL FUNCTIONAL CRITERIA	Evaluation per requirement. The evaluation (scoring) of Bidders’ responses to the requirements will be determined by the completeness, relevance and accuracy of substantiating evidence. Each TECHNICAL FUNCTIONALITY MANDATORY requirement will be evaluated using a rating –as indicated per functionality requirement.
GOOD STANDING ON TAX AFFAIRS	The bidders must be in good standing with SARS in respect of any relevant legislative tax commitments and must provide together with the bid response a SARS pin number for verification purposes.
REGISTRATION ON CENTRAL SUPPLIER DATABASE (CSD)	Bidders must be registered on the Central Supplier Database (CSD). If you are not registered proceed to complete the registration of your company prior to submitting your Bid. Visit https://secure.csd.gov.za to obtain your vendor number. Must submit CSD MAAA number.
PRICING SCHEDULE / COSTING	Pricing / Costing – To be submitted on a separate envelope and must be properly sealed. Note: Bidders MUST complete the bid pricing schedule in the Excel spreadsheet format provided and include this as part of the hard copy submission documents and on the memory stick/USB to be submitted. N.B. Failure to comply with this requirement, your bid proposal will be disqualified from the evaluation process.

1. PART A - INVITATION TO BID - SBD 1:

Table 1: Supplier Information

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF JUSTICE AND CONSTITUTIONAL DEVELOPMENT					
BID NUMBER:	RFQ 01 2025 - SITA RFB 1183 2022	CLOSING DATE:	12 MAY 2025	CLOSING TIME:	11:00 am
DESCRIPTION	APPOINTMENT OF AN ACCREDITED SERVICE PROVIDER FOR THE PROVISION OF THE MAINTENANCE AND SUPPORT OF THE SAP ENVIRONMENT, FOR A PERIOD OF 3 YEARS.				
BID RESPONSE DOCUMENTS MUST BE DEPOSITED IN THE BID BOX SITUATED AT 329 Pretorius Street, c/o Sisulu & Pretorius Street, Pretoria, 0001 (Reception / Entry Point of DOJ&CD entrance) (no email will be accepted)					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Supply Chain Management	CONTACT PERSON	Supply Chain Management		
TELEPHONE NUMBER	N/a	TELEPHONE NUMBER	N/a		
FACSIMILE NUMBER	N/a	FACSIMILE NUMBER	N/a		
E-MAIL ADDRESS	sourcing@Justice.gov.za	E-MAIL ADDRESS	Sourcing@Justice.gov.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]
---	--	--	--

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? YES NO
- DOES THE ENTITY HAVE A BRANCH IN THE RSA? YES NO
- DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? YES NO
- DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? YES NO
- IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? YES NO

IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, 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).
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:

2. RFQ TERMS AND CONDITIONS

The Department of Justice and Constitutional Development [hereinafter referred to as DOJ&CD] is a National Government Department.

2.1 General rules and instructions

2.1.1 News and press releases

- (a) Bidders or their agents shall not make any news releases concerning this RFQ or the awarding of the same or any resulting agreement(s) without the consent of and then only in collaboration with DOJ&CD.

2.1.2 Precedence of documents

- (a) This RFQ also incorporates Annexures/Schedules. Where there is a contradiction in terms between the clauses, phrases, words, stipulations or terms and herein referred to generally as stipulations in this RFQ and the stipulations in any other document attached hereto or the proposal submitted in response thereto, the relevant stipulations in this RFQ shall take precedence.
- (b) Where this RFQ is silent on any matter, the relevant stipulations addressing such matter shall take precedence to the extent that they do not contradict any applicable law, policy or standard. Bidders shall refrain from incorporating any additional stipulations or making amendments to the RFQ document in their proposals submitted in response to this RFQ document. Where any additions or amendments are proposed they should be clearly marked on a separate letter and DOJ&CD will exercise its discretion whether to accept the proposal or not.
- (c) Any amendment or change of any nature made to this document shall only be of force and effect if it is in writing, signed by the delegated DOJ&CD signatory and added to this document as an addendum
- (d) Should the bidder change any wording or phrase in this document without compliance to 2.1.2 (b) and (c) above, the RFQ shall be evaluated as though no change has been made and the original wording or phrases shall be used.
- (e) By submitting a proposal in response to this RFQ, the Bidders hereby accepts all the terms and conditions contained in this document.
- (f) This RFQ is subject to the General Conditions of Contract referred to in this RFQ document which are only negotiable at DOJ&CD's discretion.

2.1.3 Preferential procurement reform

- (a) DOJ&CD supports B-BBEE as an essential ingredient of its business. In accordance with government policy, DOJ&CD insists that Bidders demonstrate their commitment and performance against B-BBEE in the areas of ownership (shareholding), skills transfer, employment equity and procurement practices (SMME Development), *et cetera*.

2.1.4 Language

- (a) RFQs shall be prepared in English.

2.1.5 Gender

- (b) Any word implying any gender shall be interpreted to imply all other genders.

2.1.6 Headings

- (a) Headings are incorporated into this RFQ document for ease of reference only and shall not be used for the purposes of interpreting any aspect of this RFQ document.

2.1.7 RFQ Clarification

- (a) DOJ&CD SCM may request written clarification regarding any aspect of this RFQ and RFQs in response to the RFQ. The Bidders must supply the requested information in writing within the specified time frames after the request has been made, otherwise the proposal shall be disqualified. The supplied information shall not change the material aspects of the submission, i.e. RFQ price, the firmness of the price and technical/functionality, *et cetera*.

2.1.8 Cancellation of RFQ

- (a) DOJ&CD reserves the right to cancel this RFQ, reject any proposal and to not award the contract to the lowest Bidders or to award parts of the proposal to different Bidders.

2.1.9 RFQ Validity period

- (a) DOJ&CD has discretion to extend the validity period should the evaluation of this RFQ not be completed within the stipulated validity period. Any Bidders that refuses to extend its validity period without any justifiable reasons will be disqualified
- (b) Upon receipt of the request to extend the validity period of the RFQ, the Bidders must respond within the required time frames and in writing on whether or not it agrees to hold his original RFQ response valid under the same terms and conditions for a further period.

2.1.10 Occupational Injuries and Diseases Act 13 of 1993

- (a) The Bidders warrants that all its employees (including the employees of any sub-contractor that may be appointed) are covered in terms of the Compensation for Occupational Injuries and Diseases Act 13 of 1993 and that the cover shall remain in force for the duration of the adjudication of this RFQ and/ or subsequent agreement. DOJ&CD reserves the right to request the Bidders to submit documentary proof of the bidder's registration and "good standing" with the Compensation Fund, or similar proof acceptable to DOJ&CD.

2.1.11 Processing of the bidder's Personal Information

- (a) All personal information of the bidder, its employees, representatives, associates, and sub-contractors ("Bidder's Personal Information") required under this RFQ is collected and processed for the purpose of assessing the strength and competitiveness of the proposal. The evaluation and award of the contract shall be conducted in accordance with applicable legislation, policies and standards. The bidder is advised that bidder Personal Information may be passed on to third-parties to whom DOJ&CD is compelled by law to provide such information. For example, where appropriate, DOJ&CD is compelled to submit information to National Treasury's Database of Restricted Suppliers.
- (b) All Personal Information collected will be processed in accordance with POPIA and the DOJ&CD Data Privacy Policy.
- (c) The following persons will have access to the Personal Information that has been collected:
 - (i) DOJ&CD personnel participating in procurement/award procedures; and
 - (ii) Members of the public: within seven working days from the time the RFQ is awarded, the following information will have to be made available on National Treasury's e-Tender portal:

- (1) contract description and RFQ number
 - (2) names of the successful bidder(s) and preference points claimed
 - (3) the contract price(s) (if possible)
 - (4) contract period
 - (5) names of directors; and
 - (6) date of completion/award.
- (d) DOJ&CD will ensure that the rights of the bidder and of its employees or representatives (i.e. the right of access and the right to rectify) are effectively guaranteed in accordance with the procedures as specified in the DOJ&CD PAIA manual.
 - (e) In signing this document, the bidder consents to the use of its Personal Information for the purposes as specified in par. 2.1.12 above.

2.1.12 Formal contract

- (a) This RFQ, all the appended documentation and the proposal in response thereto read together, form the basis for a formal contract to be negotiated and finalised between DOJ&CD and the enterprise(s) to whom DOJ&CD awards the RFQ in whole or in part.
- (b) Any offer and/or acceptance entered into verbally between DOJ&CD and any bidder will neither constitute a contract nor be binding on the parties.
- (c) This RFQ is subject to Government Procurement: General Contract Conditions, Special Contract Conditions and any other conditions to be finalised during the contracting stage. These conditions are only negotiable at the DOJ&CD's discretion.
- (d) The laws of the RSA shall govern this RFQ and the bidders hereby accept that the courts of the Republic of South Africa shall have jurisdiction over any dispute arising from this RFQ document or the award of a contract in relation to it.
- (e) The RFQ will be awarded to the Prime Contractor and/or bidder who shall be responsible for the management of the awarded contract. No separate contract shall be entered into between DOJ&CD and any subcontractors
- (f) The bidders' response to this RFQ or parts of the response, shall be included as a whole or by reference in the final contract to the extent that it is acceptable to DOJ&CD

2.1.13 Failure to agree before contract conclusion

- (a) Should the parties at any time before and/or after the communication of the award but prior to the conclusion of the contract fail to agree on any significant product price or service price adjustments, change in technical specification and/or change in services, *et cetera*, DOJ&CD shall be entitled within 14 (fourteen) days of such failure to agree, to recall the letter of award after giving the Bidder not less than 14 (fourteen) days written notice of such cancellation, in which event all fees on which the parties failed to agree increases or decreases shall, for the duration of such notice period, remain fixed on those fee/price applicable prior to the cancellation.
- (b) Such cancellation shall mean that DOJ&CD reserves the right to award the same proposal to next best Bidders as it deems fit.

2.1.14 Withdrawal of proposal after award

- (a) Should a bidder withdraw its proposal after accepting the award, DOJ&CD reserves the right to recover any additional expenses incurred by DOJ&CD for having to accept any less favourable proposal or the additional expenditure incurred by DOJ&CD in the preparation of a new RFQ

2.1.15 Oral presentations

- (a) Bidders who submit RFQs in response to this RFQ may be required to give an oral presentation, which may include, but is not limited to, an equipment/service demonstration of their proposal to DOJ&CD. This provides an opportunity for the bidder to clarify or elaborate on the proposal. This is a fact finding and explanation session only which will not include negotiations. DOJ&CD shall schedule the time and location of these presentations. Oral presentations will be held at DOJ&CD's discretion.

2.1.16 Objection to brand specific requirements

- (a) Any bidder who has reasons to believe that the RFQ specification is based on a specific brand must inform DOJ&CD within five (5) days from the date of the publication of this RFQ document. Failure to notify DOJ&CD within the stipulated timeframes may result in DOJ&CD not considering the concern.

2.2 RFQ Returnable

NB: Prospective bidders **MUST** package separate submissions in respect of the technical and financial proposals (SBD 3.3) and the financial envelope must be properly sealed.

2.2.1 Administrative Returnable Documents – must be fully completed and signed

- (a) SBD 1 – Invitation to RFQ
- (b) SBD 4 – Bidder's Disclosure
- (c) SBD 6.1- Preferential Procurement Claim form
- (d) Central Supplier Database report
- (e) Government Procurement General Conditions of Contract.
- (f) Special Conditions of Contract.
- (g) Tender document (fully completed)
- (h) Other Supporting documents

3. BIDDER'S DISCLOSURE (SBD 4)

1. PURPOSE OF THE FORM

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

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

2. BIDDER'S DECLARATION

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

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

Table 4

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

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

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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

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

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

1. GENERAL CONDITIONS

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

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

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

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

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

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

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80/90
SPECIFIC GOALS	20/10
Total points for Price and SPECIFIC GOALS	100

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this

tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20

90/10

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

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Number of points allocated (90/10 system)	Number of points claimed (80/20 system) (To be completed by the tenderer)	Number of points claimed (90/10 system) (To be completed by the tenderer)
Historically Disadvantaged individual (HDI)				
Enterprises with ownership of 51% or more by person/s who are black person/s.	10	5		
Enterprises with ownership of 51% or	5	2		

more by person/s who are women				
Enterprises with ownership of 51% or more by person/s who are youth	3	2		
Enterprise with ownership of 51% or more by person/s with disability	2	1		

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

.....	
SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:
DATE:
ADDRESS:

5. GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT (GCC)

5.1 Purpose

- (a) The purpose of this document is to:
 - (i) Draw special attention to certain general conditions (clauses) applicable to government RFQs, contracts and orders; and
 - (ii) To ensure that clients are familiar with regard to the rights and obligations of all parties involved in doing business with government.
- (b) 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.
- (c) The GCC will form part of all RFQ documents and may not be amended
- (d) Conditions of contract relevant to this RFQ, will be compiled separately (if applicable) and will supplement the GCC. Whenever there is a conflict, the provisions in the contract shall prevail

5.2 Application

- (a) These general conditions are applicable to all RFQs, contracts and orders including RFQs 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.
- (b) Where applicable, contractual provisions will be drafted to cover specific supplies, services or works.

5.3 General

- (a) Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a RFQ. Where applicable a non-refundable fee for documents may be charged.

5.4 Standards

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

5.5 Use of contract documents, information and inspection

- (a) 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.
- (b) The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.5(a) except for purposes of performing the contract.
- (c) Any document, other than the contract itself mentioned in GCC clause 5.5(a) 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.

- (d) 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.

5.6 Patent rights

- (a) 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.

5.7 Performance security

- (a) 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 the contract.
- (b) 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.
- (c) 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:
 - (i) 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
 - (ii) a cashier's or certified cheque
- (d) 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 the contract.

5.8 Inspections, tests and analyses

- (a) All pre-bidding testing will be for the account of the bidder.
- (b) If it is a RFQ 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 organisation acting on behalf of the Department.
- (c) 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.
- (d) If the inspections, tests and analyses referred to in GCC clauses 5.8(b) and 5.8(c) 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.
- (e) Where the supplies or services referred to in GCC clauses 5.8(b) and 5.8(c) 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.
- (f) Supplies and services which are referred to in GCC clauses 5.8(b) and 5.8(c) and which do not comply with the contract requirements may be rejected.

- (g) Any contract supplies may on or after delivery be inspected, tested or analysed 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.
- (h) The provisions of GCC clauses 5.8(d) to 5.8(g) 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 5.23 of the GCC.

5.9 Packing

- (a) 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.
- (b) 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 the contract, and in any subsequent instructions ordered by the purchaser.

5.10 Delivery and documents

- (a) 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 the contract.
- (b) Documents to be submitted by the supplier are specified in the contract.

5.11 Insurance

- (a) 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 contract.

5.12 Transportation

- (a) Should a price other than an all-inclusive delivered price be required, this shall be specified in the contract.

5.13 Incidental services

- (a) The supplier may be required to provide any or all of the following services, including additional services, if any, specified in the contract:
 - (i) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (ii) furnishing of tools required for assembly and/or maintenance of the supplied goods;

- furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (iii) 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
 - (iv) 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.
- (b) 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.

5.14 Spare parts

- (a) As specified in the contract, 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:
- (i) 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
 - (ii) in the event of termination of production of the spare parts:
 - (1) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (2) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

5.15 Warranty

- (a) 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.
- (b) 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 the contract.
- (c) The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- (d) Upon receipt of such notice, the supplier shall, within the period specified in the contract and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- (e) If the supplier, having been notified, fails to remedy the defect(s) within the period specified in the contract, 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.

5.16 Payment

- (a) The method and conditions of payment to be made to the supplier under this contract shall be specified in the contract.
- (b) The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
- (c) Payments shall be made promptly by the purchaser in accordance with the terms and conditions of contract.
- (d) Payment will be made in South African Rand (ZAR) unless otherwise stipulated in the contract.

5.17 Prices

- (a) 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 RFQ, with the exception of any price adjustments authorised in the contract or in the purchaser's Request for Quotation validity extension, as the case may be.

5.18 Contract amendments

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

5.19 Assignment

- (a) 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.

5.20 Subcontracts

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

5.21 Delays in the supplier's performance

- (a) 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.
- (b) 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.
- (c) 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.
- (d) 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.
- (e) Except as provided under GCC clause 5.25, 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 5.22, unless an extension of time is agreed upon pursuant to GCC clause 5.21(b) without the application of penalties.

- (f) Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling 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.

5.22 Penalties

- (a) Subject to GCC clause 5.25, 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 5.23.

5.23 Termination for default

- (a) 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:
 - (i) 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 5.21(b)
 - (ii) if the Supplier fails to perform any other obligation(s) under the contract; or
 - (iii) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- (b) 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.
- (c) 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.
- (d) 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.
- (e) 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.

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

5.24 Anti-dumping and countervailing duties and rights

- (a) When, after the date of RFQ, 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.

5.25 Force majeure

- (a) Notwithstanding the provisions of GCC clauses 5.22 and 5.23, 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.
- (b) 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.

5.26 Termination for insolvency

- (a) 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.

5.27 Settlement of disputes

- (a) 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.
- (b) 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.
- (c) Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- (d) Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the contract.
- (e) Notwithstanding any reference to mediation and/or court proceedings herein:
 - (i) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (ii) the purchaser shall pay the supplier any monies due to the supplier.

5.28 Limitation of liability

- (a) Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to GCC clause 5.6:
 - (i) 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
 - (ii) 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.

5.29 Governing language

- (a) 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.

5.30 Applicable law

- (a) The contract shall be interpreted in accordance with South African laws, unless otherwise specified in the contract.

5.31 Notices

- (a) The written acceptance of a RFQ will be forwarded to the supplier through a formal written letter of award.
- (b) The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be communicated on the letter.

5.32 Taxes and duties

- (a) A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- (b) A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

- (c) No contract shall be concluded with any Bidder whose tax matters are not in order. Prior to the award of a RFQ the Department must be in possession of a tax clearance certificate, submitted by the Bidder. This certificate must be an original issued by the SARS.

5.33 National Industrial Participation (NIPP) Programme

- (a) The NIPP Programme administered by the DTIC shall be applicable to all contracts that are subject to the NIPP obligation.

5.34 Prohibition of restrictive practices

- (a) 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 RFQ rigging).
- (b) 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.
- (c) 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 RFQ(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.

The above General Conditions of Contract are accepted by:

Name and Surname _____ **Designation** _____

Bidder: _____ **Signature:** _____

Date: _____

ANNEX A: ABBREVIATIONS, TERMS AND DEFINITIONS

ANNEX A.1: Abbreviations and Acronyms

AA	Accounting Authority
AO	Accounting Officer
B-BBEE	Broad-Based Black Economic Empowerment
BEE	Black Economic Empowerment
CPI	Consumer Price Index
CSD	Central Supplier Database
DOJ&CD	Department of Justice and Constitutional Development
DTIC	Department of Trade, Industry and Competition
EME	Exempted micro Enterprise
EOI	Expression of Interest
GCC	General Conditions of Contract
ICT	Information and Communication Technology
IS	Information Systems
ISO	International Standards Organisation
IT	Information Technology
ITC	Information Technology Committee
JV	Joint Venture
NIPP	National Industrial Participation Programme
PIN	Personal Identification Number
OEM	Original Equipment Manufacturer
OSM	Original Software Manufacturer
PAIA	Promotion of Access to Information Act, 2 of 2000
POPIA	Protection of Personal Information Act, 4 of 2013
QSE	Qualifying Small Enterprise
RFA	Request for Accreditation
RFB	Request for RFQ
RFI	Request for Information
RFP	Request for Proposal
RFQ	Request for Quotation

RSA	Republic of South Africa
SARB	South African Reserve Bank
SARS	South African Revenue Service
SBD	Standard RFQ Document
SITA	State Information Technology Agency
SLA	Service Level Agreement
SSA	State Security Agency
TCS	Tax Compliance Status
URS	User Requirement Specification
VAT	Value Added Tax
RSS	SAP Environments
PSS	SAP Environment
BSCOM	Bid Specification Committee
LAN	Local Area Network
MAN	Metropolitan Area Network
CAN	Campus Area Network
SD-LAN	Software-Defined Local Area Network
SCC	Special Conditions of Contract

ANNEX A.2: Terms and Definitions

Acceptable RFQ - any RFQ which in all respects materially complies with the specifications and conditions set out in this RFQ document.

B-BBEE - Broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act.

B-BBEE contributor status level of contributor - the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice or Sector Code on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act.

RFQ - a written offer in a prescribed or stipulated form in response to an invitation from DOJ&CD for the provision of services, works or goods through price quotations, advertised bidding processes or proposals.

RFQ price - price offered by the bidder, excluding value added tax (VAT)

Bidder - any juristic/natural person, enterprise, Consortium, partnership, Joint Venture ("JV") or firm that submits a RFQ in response to this RFQ invitation.

Broad-Based Black Economic Empowerment Act - the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003).

Closing time means the date and hour specified in the bidding documents for the receipt of RFQs.

Comparative Price - the price which includes all applicable taxes calculated after the addition or deduction of variable costs and conditional/unconditional discounts, *et cetera*.

Consortium - two or more entities joining forces as an umbrella entity to gain a strategic collaborative advantage by combining their expertise, capital, efforts, skills and knowledge for the purpose of delivering the requisite goods, works or services.

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.

Contractor Agent - any person mandated by a Prime Contractor or consortium/joint venture to do business for and on behalf of, or to represent in a business transaction, the Prime Contractor and thereby acquire rights for the Prime Contractor or consortium/joint venture against DOJ&CD or an organ of state and incur obligations binding the Prime Contractor or consortium/joint venture in favour of DOJ&CD or an organ of state.

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

Co-operative - an autonomous association of persons united voluntarily to meet their common economic and social needs and aspirations through jointly owned and democratically controlled enterprise organised and operated on co-operative principles.

Corrupt practice means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution

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

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

Day means calendar day

Delivery means delivery in compliance of the conditions of the contract or order

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

Delivery into consignee's 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.

Designated Group means:

- a) Black designated groups;
- b) Black people;
- c) Exempted Micro Enterprises ("EME");
- d) Women;
- e) People with disabilities;
- f) Small enterprises as defined in sections 1 of the National Small Enterprise Act, 1996 (Act No. 102 of 1996);
- g) Qualifying Small Enterprises ("QSE"); and/or
- h) Youth.

Designated Sector - a sector, sub-sector or industry that has been designated by the Department of Trade, Industry and Competition in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;

Duly sign - a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual)

Dumping occurs when a private enterprise abroad markets 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

Et cetera – means And so forth

Exempted Micro Enterprise (EME) – An entity with an annual turnover of R 10 (ten) million or less.

Firm Price - the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition or abolition of customs or excise duty and any other duty, levy or tax which, in terms of a law or regulation is binding on the contractor and demonstrably has influence on the price of any supplies or the rendering cost of any service, for the execution of a contract.

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

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 RFQ submission) designed to establish RFQ prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

Goods – any work, equipment, machinery, tools, materials or anything of whatever nature to be rendered to DOJ&CD or DOJ&CD's delegate by the Successful bidder in terms of this RFQ.

Imported Content - that portion of the tender price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its 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 port of entry.

Joint Venture - two or more entities/persons joining together under a contractual agreement to conduct a specific business enterprise with both parties sharing profit and losses. The venture is for one specific project only, rather than for a continuing business relationship as in a strategic alliance. It is about sharing risk with others and providing one or more missing and needed assets and competencies.

Local content - that portion of the tender price which is not included in the imported content, provided that local manufacturing does take place;

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

Military Veterans - has the meaning assigned to it in section 1 of the Military Veterans Act, 2011 (Act No. 18 of 2011).

Non-firm Price(s) - all price(s) other than "firm" price(s).

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

Organ of State – means Organ of the State as defined in terms of section 239 of the Constitution of the Republic of South Africa Act 108 Of 1996 (as amended).

People with disabilities - people who have a long term or recurring physical or mental impairment which substantially limits their prospects of entry into or advancement in employment or any other economic activity.

Person(s) - a natural and/or juristic person(s).

Personal Information means personal information as defined in section 1 of the Protection of Personal Information Act, 4 of 2013.

Price – includes all applicable taxes less all unconditional discounts.

Prime Contractor –any person (natural or juristic) who forwards an acceptable proposal in response to this RFQ with the intention of being the main contractor should the proposal be awarded to him/her.

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

Proof of B-BBEE contributor status level means:

- a) the B-BBEE status level certificate issued by an authorised body or person in terms of the B-BBEE legislation;
- b) a sworn affidavit as prescribed by the B-BBEE Code of Good Practice; or
- c) any other requirement prescribed in terms of the Broad-Based Black Economic Empowerment Act.

Purchaser means the organisation purchasing the goods

Rand Value - the total estimated value of a contract in Rand, calculated at the time RFQs are invited and includes all applicable taxes as well as excise duties.

RFQ - Collective name for any type of procurement request, including RFB, RFQ, RFA, RFI, EOI etc

Rural area – means

- a) a sparsely populated area in which people farm or depend on natural resources, including villages and small towns that are dispersed through the area; or
- b) an area including a large settlement which depends on migratory labour and remittances and governmental social grants for survival and may have a traditional land tenure system.

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

SMME - bears the same meaning as assigned to this expression in the National Small Business Act, 1996 (Act No. 102 of 1996).

Stipulated minimum threshold - that portion of local production and content as determined by the Department of Trade, Industry and Competition

Sub-contract - the Prime Contractor's and/or Bidder assigning, leasing, making out work to, or employing, another person to support such Prime contractor and/or bidder in the execution of a part of the contractual obligations for the provision of goods, works or services.

Subcontractor - any person (natural or juristic) who is subcontracted a portion of an existing contract by a Prime Contractor. The Subcontractor is not a bidder.

Successful bidder - the organisation or person with whom the order is placed and who is contracted to execute the work as detailed in the RFQ response.

Technical/functionality means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.

Township - an urban living area that any time from late 19th century until 27 April 1994, was reserved for black people, including areas developed for historically disadvantaged individuals post 27 April 1994.

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

Youth - Persons between the ages of 18 and 35 as defined in the National Youth Commission Act 19 of 1996.

1. PURPOSE AND BACKGROUND

1.1. PURPOSE

- 1.1.1. The purpose of this Request for Quote (RFQ) is to invite Bidders to submit bids for the appointment of a Systems Applications and Products in Data Processing (SAP) accredited Bidder for the maintenance and support of the SAP environment, for a period of three (3) years.

1.2. BACKGROUND

- 1.2.1. The key mandate of the Department of Justice and Constitutional Development (herein after referred to as the DoJ&CD) is to support the Administration of Justice and uphold the Constitution. This is achieved through the implementation of an effective and efficient court-based system and the provision of quality legal services to the country's citizens and the state.
- 1.2.2. In supporting the key mandate of the DoJ&CD, Information and Communication Technology (ICT) has been identified as one of the key strategic resources and an enabler in continuously improving (modernising) service delivery to the citizens of our country.
- 1.2.3. To this end, in line with the modernisation journey to improve the delivery of justice services, the DoJ&CD has implemented a number of business applications which aim to decrease the cost of service, improve service efficiency, reporting and monitoring of services.
- 1.2.4. A number of projects for development and enhancement of these business applications are planned for execution within the short to medium term in order to realize the strategy of the DoJ&CD.
- 1.2.5. As part of this strategy, the DoJ&CD seeks the maintenance and support of all existing and future business applications based on SAP environment.
- 1.2.6. The applications are running on SAP ECC6.0 version, an upgrade to SAP ECC 6.0 Enhancement Pack 8 version is required.

2 SCOPE OF BID

2.1 SCOPE OF WORK

- 2.1.1 In order to provide a resilient maintenance and support DOJ&CD SAP Environment, it is important that the Bidder must have provided services to institutions of similar size and magnitude of work. The following services will need to be provided as part of the outsourced contract:

- a) Service Delivery Management Service
- b) Incident Major Incidents and Problem Management Services
- c) Corrective, Adaptive, Perfective and Preventative Maintenance Services
- d) Enhancement Services
- e) Solution Health-Check Reviews.
- f) Solution/Application Performance Monitoring.
- g) Software Updates, Patching and Licence Management.
- h) Disaster Recovery Services
- i) Data Ownership
- j) Data Integrity
- k) Application Security.

- l) Solution Documentation Upkeep.
- m) Contract Transitioning-In Services.
- n) Contract Transitioning-Out Services
- o) Handover/Exit Plan

2.2 DELIVERY ADDRESS

Department of Justice and Constitutional Development	National Office: 329 Pretorius Street, Momentum Building, 0001
--	--

2.3 CUSTOMER INFRASTRUCTURE AND ENVIRONMENT REQUIREMENTS

2.3.1 CURRENT SOLUTION: FUNCTIONAL OVERVIEW

- a) Third Party Funds (TPF) Conceptual Solution – Below is a conceptual/high level view of the TPF’s functional decomposition. The TPF is currently the only SAP based business application in operation at the DoJ&CD. This application is used to accept funds, reconcile and disperse funds to the intended/rightful recipients/beneficiaries, using business partner information and unique payment reference numbers as a key identifiers and integrations to the four major South African banks (i.e. First National Bank (FNB), ABSA, Standard Bank & Nedbank) for receiving deposits, making payments as a well as reconciling the bank account statements.
- b) The current solution is capable of disbursing payments to any South African Bank account, provided by the beneficiary.
- c) The SAP solution is also responsible for all financial reporting and compiling financial statements.
- d) The SAP application is currently implemented in two business branches within the DoJ&CD, i.e.:

Court Services: Collection and disbursement of funds related to Spousal/Child Maintenance, Bail, and fines generating an average of 145 break fix and user access support calls per month.

- i. State Attorneys: Collection and disbursement of funds related to Provisional, Asset Forfeiture, Litigation, Conveyancing and Debt Collection, generating an average of 05 break fix and user access support calls per month.

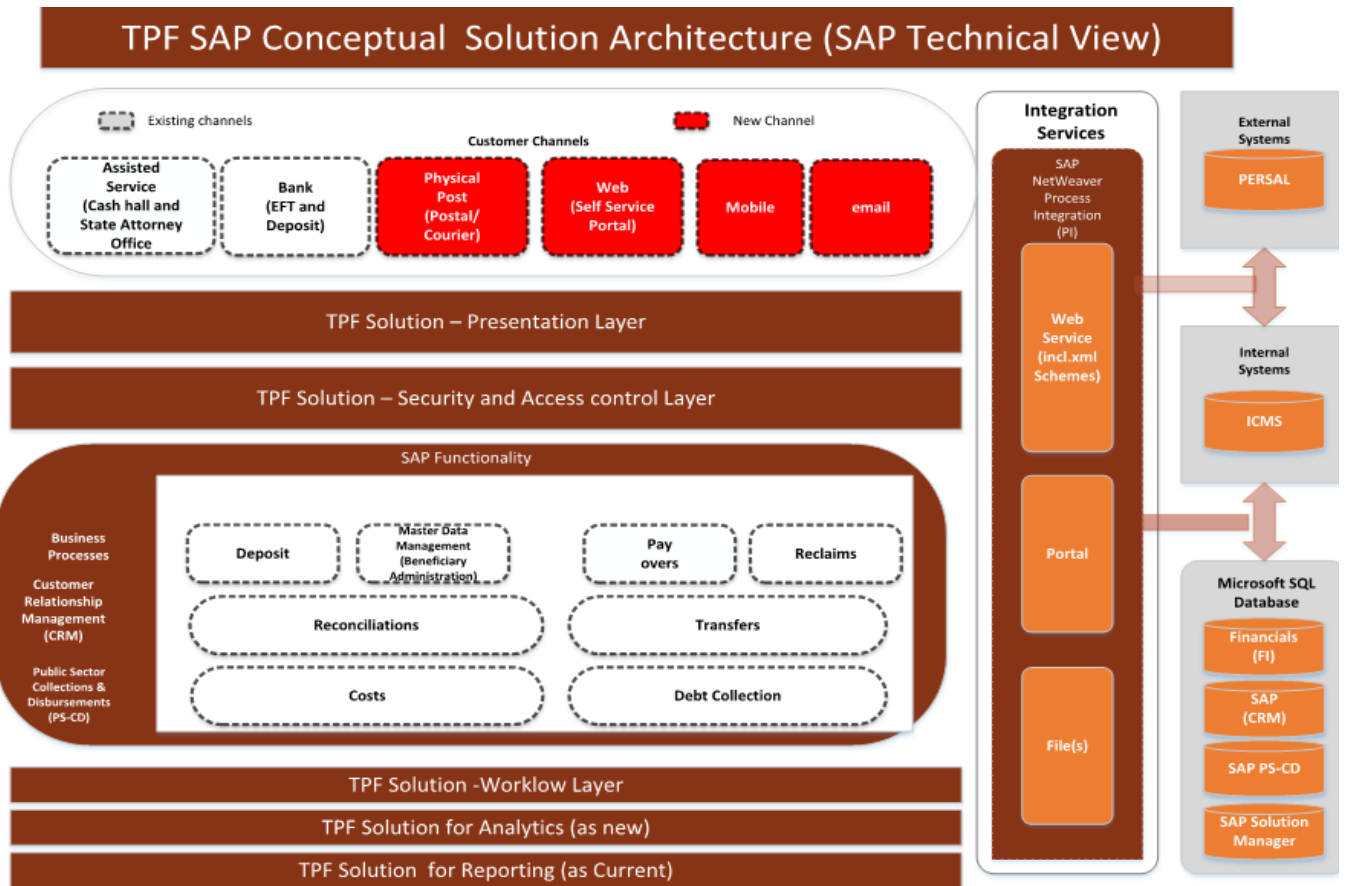


Figure 1: TPF SAP Conceptual Solution Architecture (SAP Technical View)

The Guardian's Fund falls under the administration of the Master of the High Court within the Department of Justice and Constitutional Development (DoJ&CD). It is a fund created to hold and administer funds which are paid to the Master on behalf of various persons known or unknown, for example, minors, persons incapable of managing their own affairs, unborn heirs, missing or absent persons or persons having an interest in the monies.

- e) The purpose of the Guardian's Fund is to protect the funds for the minors, persons lacking legal competence and capacity, known or unknown, absent as well as untraceable heirs. It is important to note that money which remains unclaimed in the Guardian's Fund for a period of 30 years as from the date, upon which the person became entitled to claim it, is forfeited to the state.
- f) The following diagram displays the Guardians Fund High Level Future Process implementation within the SAP solution.

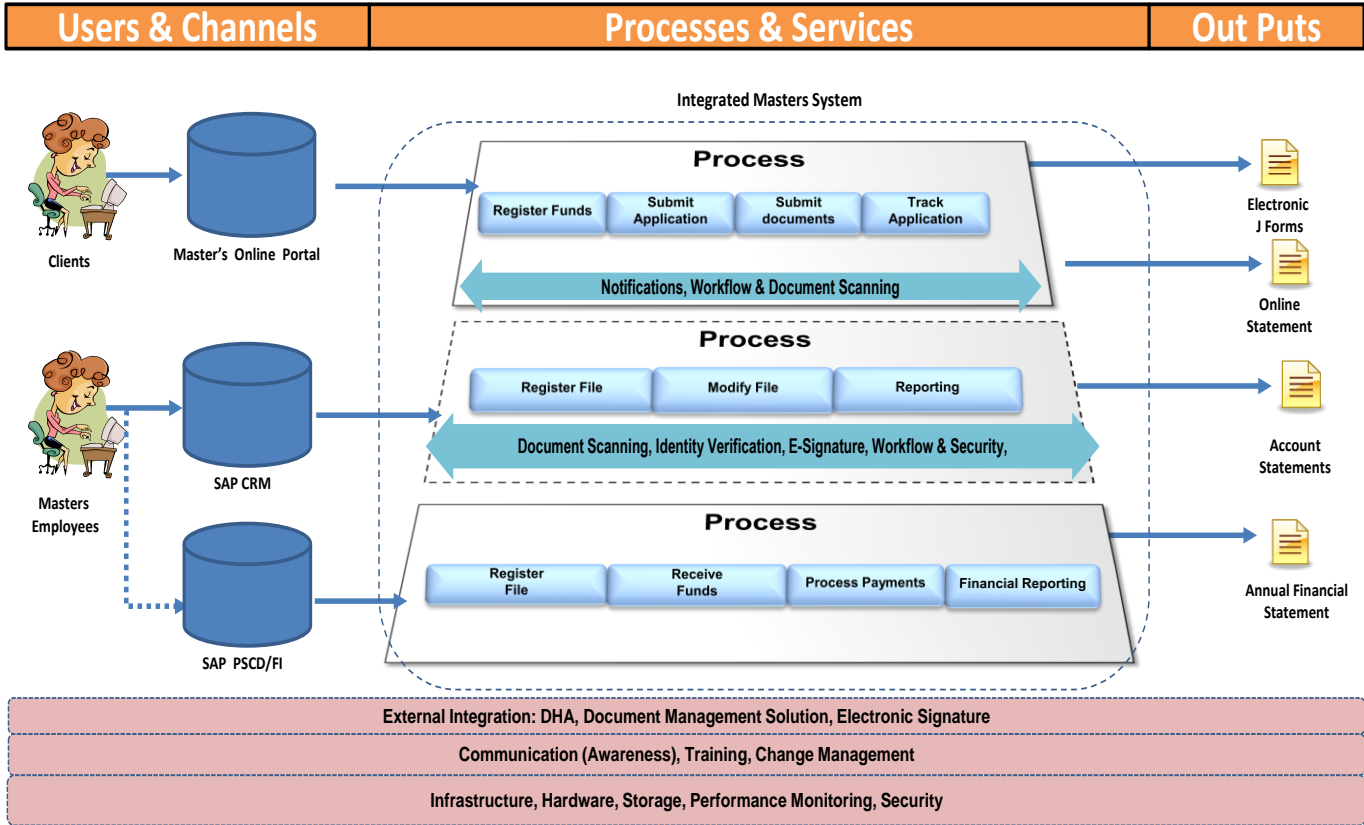


Figure 2: Guardian Fund High Level Process Diagram

2.4 It should be noted that depending on how the contract is executed (based on the functional requirements), these quantities will vary.

PROVINCIAL BUSINESS APPLICATION SUPPORT AND MAINTENANCE: LANDSCAPE		
DESCRIPTION	ESTIMATED QUANTITIES	
Total number of system end users all lower courts (Magistrate Courts, Masters of the High Court, State Attorney)	Province	Estimated number of officials
	Eastern Cape	355
	Free State	250
	Gauteng	257
	KZN	368
	Limpopo	244
	Mpumalanga	117
	National Office	41
	North West	148
	Northern Cape	170
	Western Cape	272
	Total	2282
Number of Courts	362	

Number of Calls Logged from April 2024 to July 2024	6354
Number of Beneficiaries	80 000
Banking Accounts	76 Bank Accounts with 4 banks (Absa, FNB, Standard bank & Nedbank)

Table 2: overview of the DoJ&CD current Provincial ICT landscape

2.5 Current Solution Functionality – The following table describes the high-level functionality executed by TPF system:

#	Functional Requirements	Description
1.	User Registration and maintenance. (Profile Management)	<ul style="list-style-type: none"> i. This functionality enables the registration and maintenance of users on the SAP system as per their defined roles and functions as part of the project. ii. Users are restricted to system functionality associated a specific user role e.g. clerk, supervisor, court manager etc. iii. The Service Provider is requested to provide the DoJ&CD with SAP functionality to set-up, manage and maintain these user roles. iv. The SAP “User Administration/Authentication” function is integrated within the DoJ&CD ’s Active Directory Management function
	User/Third Party Search Lookup	<ul style="list-style-type: none"> i. System provides the DoJ&CD with the ability to search and look-up a specific user/department and/or third party within the SAP solution
	User Interface	<ul style="list-style-type: none"> i. The system has the ability to create user friendly interfaces
	Reports	<ul style="list-style-type: none"> i. The system provides the ability to produce the reports at different levels for operational, management and financial accounting purposes.
	Audit Trail	<ul style="list-style-type: none"> i. The system provides an audit trail of all transactions. ii. All changes to any data fields are tracked e.g. new, updated, changed or information deleted from any part of a record. iii. The user data, date time and authorization codes are catered for;
	Payment information	<ul style="list-style-type: none"> i. System has the ability to capture, record, and match payment to and from payment sources
	Accounting	<ul style="list-style-type: none"> i. Create General and Sub ledger accounts (Standard Chart of Accounts – SCOA)
	Interfaces	<ul style="list-style-type: none"> i. Banking Institutions - The system has the ability to interface with external Financial Institutions such as the 4 major Banks of South Africa e.g. ABSA,

		<p>Standard Bank, First National Bank and Nedbank. This is a bidirectional interface that:</p> <ul style="list-style-type: none"> • Creates a file that will contain payment information from a DoJ&CD bank account to a nominated bank account; • Processes a file that contains payment information from a bank account that contains information from about a beneficiary • Processes bank statements (electronic files) and perform matching between a court's current bank account (or sub account within the overall bank account) and the General Ledger for a specific court. <p>ii. Active Directory - The system is linked to the DoJ&CD Active Directory used for user authentication.</p>
	Reconciliations	<p>i. The solution has the ability to process daily, weekly and monthly reconciliations between the cash drawer, safe and bank accounts (and bank statements).</p>
	Capture Transactions (Bulk or individual)	<p>i. The solution has the ability to capture payment information against an existing customer.</p>
	Process/Journalise current suspense transactions against a specific product type against a specific beneficiary.	<p>i. The solution has the ability to process bulk payments when received (i.e., when a number of transactions/payments were captured against one receipt).</p>
	Beneficiary maintenance (create, change details, delete)	<p>i. The solution has the ability to capture payment information against an existing customer.</p>
	Customer Channels	<p>i. The solution has the ability to process transaction from walk-in customers at Cash Hall, telephone enquire and EFT payments (including Money orders).</p>
	Capture Customer Details	<p>i. The solution has the ability to process Customer Data from walk-in customers at Cash Halls. This data could include:</p> <ul style="list-style-type: none"> • Name • Surname • Identity number • Physical Address • Work number • Postal Address • Telephone • Cellular Telephone 1 • Cellular Telephone 2 • Preferred communication channel • Email 1

		<ul style="list-style-type: none"> • Email 2 <p>Alternative contact detail (next of kin/spouse/life partner) Dependent/Beneficiaries/children associated with this customer</p>
	Capture Product Type	<ol style="list-style-type: none"> i. Capture transaction details: <ul style="list-style-type: none"> • Date • Identity number • Product Type
	Capture Contract Detail	<ol style="list-style-type: none"> i. Contract Type (against product type) ii. Contract duration iii. Begin Date iv. End Date
	Capture Financial Detail	<ol style="list-style-type: none"> i. Transaction Date ii. Account reference number. iii. Link to ICMs number iv. Payment commencement date v. Payment detail (per payment) vi. Number of payments (Instalment plan) vii. Bank account type viii. Bank name ix. Bank account number x. Bank SWIFT number
	Write-offs	<ol style="list-style-type: none"> i. System has the ability to write-off a total or partial amount of money owed by the Obligor/Offender. This transaction must be duly authorised.
	Outbound Communication Campaigns	<ol style="list-style-type: none"> i. Letter/message ii. Frequency iii. Format iv. Documentation
	Documentation storage/templates	<ol style="list-style-type: none"> i. Templates of regular documents
	Business Rules	<ol style="list-style-type: none"> i. Ability to configure Business Rules Per type of Customer, Product Type and Transaction
	Produce System generated Annual Financial Statements (AFS)	<p>AFS' with the following sections:</p> <ol style="list-style-type: none"> i. Statement of Financial Position ii. Statement of Cash Flows iii. Notes to the Financial iv. Assets: <ul style="list-style-type: none"> • Current Assets • Receivables • Cash and cash equivalents • Receivable from Department of Justice and Constitutional Development v. Liabilities: <ul style="list-style-type: none"> Current Liabilities

		<p>Third Party Fund Payables</p> <p>vi. Receivables: Dishonoured cheques Maintenance debtors</p> <p>vii. Cash and cash equivalents:</p> <ul style="list-style-type: none"> • Cash and cash equivalents consist of: • Consolidated Corporate Bank Balance • Consolidated Court Bank Balance • Consolidated State Attorney Balance • Balance as at 31 March • Cash and cash equivalents at the beginning of the year • Cash and cash equivalents at the end of the year • Net cash flow from administration activities • Receipts from third parties • Payments to third parties • Net movements in shortages as well as maintenance debtor and RD cheques
<p>Table 3: High-Level Functionality Executed by TPF Executed by TPF System</p>		
		<ul style="list-style-type: none"> • Net movement in consolidated national bank balance • Net interest received and bank charges • Other adjustments
	Accounting framework (as per Accounting Standards Board and the Accounting general)	i. Creates and maintains an Accounting Framework
	Reporting requirements	i. Operational and Performance Reports that can be produced as and when they are required on a daily, weekly, monthly, quarterly and annual basis. These reports are in-line with the Service Levels agreed to by the TPF.

3 MINIMUM FUNCTIONAL REQUIREMENTS: SAP ENVIRONMENT

3.1 Services Delivery Management.

3.1.1 Minimum Functional Requirements

The Bidder must, amongst others, provide the following minimum functional requirements for the existing and future business applications within SAP Environment that are in line with the defined (i) service level standards, (ii) the DOJ&CD processes, (iii) industry best practices (based on the ITIL framework) and utilising the stipulated toolsets:

- i. Providing overall strategic leadership for the SAP Environment.
- ii. Ensuring that all SAP Environment processes and procedures are in place, adhered to and are continuously improved.
- iii. Providing overall management for all SAP Environment activities.

- iv. Ensuring that the SAP Environment is fully resourced (e.g. qualified human resources) in order to meet all requirements and service level standards for the SAP Environment.
- v. Ensuring that all SAP Environment documentation is in place and are continuously updated and approved to reflect the current state.
- vi. Ensure usage of the Content Management Platform – SharePoint Online/On-Premises for storage & management of all SAP Environment documentation.
- vii. Providing overall service level management for all SAP Environment activities.
- viii. Ensuring that all SAP Environment Service Reviews are attended and that all SAP Environment related action items, emanating from the SAP Environment Service Reviews, are implemented.
- ix. Continuously improving the performance of the SAP Environment, where required.
- x. Ensuring that the toolsets provided by the DoJ&CD meet the service requirements by recommending improvements in the toolset configuration to the DoJ&CD.
- xi. Managing the overall finances (e.g. invoices, etc) in respect of the maintenance and support of all business applications within the SAP Environment.
- xii. Managing the maintenance and support of all business applications within the SAP Environment.
- xiii. Producing the necessary reports (e.g. trend analysis, service performance) for service improvement and management reporting purposes.
- xiv. Ensuring that comprehensive maintenance and support of all business applications within SAP Environment reporting is completed using data analysis & business intelligence dashboards.
- xv. Define, document & manage all processes and procedures regarding the maintenance and support of all business applications within SAP Environment as per internal DOJ&CD ICT policies.
- xvi. In providing maintenance and support services, resource(s) assigned by the Service Provider will be required to work alongside the Department's resources and other Service Providers
- xvii. The Service Provider must provide for the continuous improvement of the solution (including Adaptive and Perfective maintenance). The implementation of the improvements will be at the Department's discretion and subject to the change management process.
- xviii. The Service Provider must provide Break-fix services that are required for the restoration of services, in the event that software component of the solution malfunctions and requires to be repaired.

- xix. The Service Provider must provide Solution Reporting services that are required for the monitoring of the solutions performance, including operational and executive performance reporting
- xx. The Service Provider must provide Solution Review services that is required for:
 - a. The continuous review of the implemented solution, in order to determine the solution's continuous improvement recommendations and high-level implementation plans.
 - b. The implementation of the recommendations will be at the discretion of the DoJ&CD.
 - c. The review must take into consideration the post implementation operational trends and industry technological trends.
- xxi. The Service Provider must comply with the Department's change and release management processes by ensuring that all changes are duly approved prior to implementation.
- xxii. The Service Provider must participate in the back-up and restoration processes of the solution.
- xxiii. The Service Provider must ensure that the security of the solution complies with the DoJ&CD security policies and processes.
- xxiv. Assign the appropriate core resources to the contract based on the timelines and the skills required to deliver on the contract scope. The Service Provider can only change its core resources (technical and management) assigned to the contract at the approval of the Department.
- xxv. Provide details of its employees that will be working during the contract period for the purposes of enabling the Service Provider (e.g. security clearance, non-disclosure agreements and access to premises).
- xxvi. Ensure that resources have access to other resources at the disposal of the Service Provider in order to ensure good quality delivery. This may include the assignment of additional resources/skills when required to meet set deliverable timelines
- xxvii. Ensure proper management of all documents related to the contract, for audit purposes. Ensure that documentation submitted to the Department are of good quality and includes relevant stakeholder consultations and communications during the documentation compilation

3.2 Incident Major Incidents and Problem Management Services

3.2.1 Minimum Functional Requirements

The Bidder must provide Incident, major incidents and Problem Management services that are required for:

- i. Resolving incidents, service requests, major incidents and problems within predefined timeframes as per the SLA.

- ii. The Bidder must provide Break-Fix support that are required for the restoration of the services, if software component of the solution malfunctions and requires to be repaired.
- iii. Providing user access support services granting, modifying and deactivated user access.
- iv. Providing Reports of all users who have access and have been deactivated on all systems being supported including System Administrators per system.
- v. Providing root cause analysis of all major incidents and problems in line with the DoJ&CD's ICT processes.
- vi. Provide expertise in the root cause analysis when solutions or parts of the solutions are unavailable, including the resolution thereof.

3.3 Corrective, Adaptive, Perfective & Preventative Maintenance Services

3.3.1 Minimum Functional Requirements

The Bidder must provide Adaptive, Corrective, Perfective and Preventative maintenance and support services in order to ensure acceptable levels of solution uptime, introduction of new products and product features (Not New Solutions). All Adaptive, Corrective Perfective and Preventative maintenance must form part of the monthly maintenance and support cost but be managed and delivered through the change management process.

- i. Adaptive Maintenance: modification of the solution performed after delivery, keep the solution functioning at an optimal level in a changed or changing environment, and also taking advantage of technology advances that maybe introduced by the OEM during the course of the contract.
- ii. Corrective Maintenance: modification of the solution to detect and correct latent faults in the software product before they result in functionality defects.
- iii. Perfective Maintenance: modification of the solution after delivery to improve performance or maintainability and adapt existing code to suite a new functionality of business opportunity.
- iv. Preventative Maintenance: modification of the solution to detect and correct latent faults in the solution before they become effective faults. Proactive and routine maintenance measures to reduce the likelihood of solution downtime.

3.4 Enhancement Services

3.4.1 Minimum Functional Requirements

- i. Enhancements that will be required for the implementation of existing services, integration of services, and new services to be implemented during the contract period.
- ii. The Bidder must provide customised reporting services (e.g. ad-hoc operational reports, financial and executive management reports which are not part of the initial solution design scope).

3.5 Solution Health Check Reviews

3.5.1 Minimum Functional Requirements

The Bidder must provide independent solution health review report quarterly by the OEM. The health check reviews are required to:

- i. Ensure that the existing and future business applications meet the OEM's best practice design and implementation specifications.
- ii. Provide a continuous review of the existing and future business applications, in order to determine the solution's continuous improvement recommendations and high-level implementation plans.
- iii. Provide solution upkeep advice (for planning purposes) in line with operational trends, industry technological trends and the OEM product roadmap.

3.6 Solution/Application Performance Monitoring

3.6.1 Minimum Functional Requirements

The Bidder must provide applications performance monitoring services that are required for:

- i. Proactive end-to-end applications performance monitoring services.
- ii. Identify and recommend solutions for factors causing applications performance degradation.
- iii. The service provider shall be responsible for the optimal functioning of the solution, including the performance of the solution (e.g transaction processing times)
- iv. Ensuring that the performance of the solution remains is at an acceptable level (7 seconds response time per screen transition).
- v. This will include the production of operational, management and executive reports.

3.7 Software Updates, Patching and License Management

3.7.1 Minimum Functional Requirements

The Bidder must provide Software update services required for existing and future business applications for:

- i. Testing and Implementation of all software patches required to maintain optimal functioning, performance, and security.
- ii. Implementation and testing of the software following platform upgrades.
- iii. Testing and Implementation of patches, software upgrades and version upgrade must be approved by the DoJ&CD via its change control process.
- iv. Monitor and ensure that the DoJ&CD stays with its contracted license utilization limits

3.8 Disaster Recovery Services

3.8.1 Minimum Functional Requirements

The Bidder must take primary responsibility for all back-up and restoration processes of the existing and future business applications (incl. disaster recovery) within the SAP Environment. This includes database administration and capacity management.

- i. Any data losses, damage or inconvenience proven to have been solely attributable to the Service Provider and connected with the technical operations precipitates, the bidder hereby undertakes to take diligent and reasonable steps to mitigate such loss, damage or inconvenience and recover such loss, damage or inconvenience including any data or information belonging to the DoJ&CD.
- ii. Backups restores and related activities will be executed on DoJ&CD infrastructure. Therefore, disaster recovery will be agreed upon by both parties and performed in conjunction with the Departments' representatives.

3.9 Data Ownership

- i. Ownership of Department's data, whether under its control or not, shall continue to vest with the DoJ&CD, and the Service Provider shall not obtain any proprietary rights of such data.
- ii. Both Parties shall take reasonable precautions to preserve the integrity of the DoJ&CD's data or Intellectual Property and to prevent any unauthorised access, corruption, fraud or loss of such data.
- iii. No confidential information exchanged between the Parties pursuant to this SLA shall be distributed, disclosed, or disseminated in any way or form by the receiving party except to its own employees, on a need to know basis and such Confidential Information shall remain the property of the disclosing party.
- iv. The Service Provider hereby warrants and undertakes that it shall, within its legal right and capacity, take reasonable care to avoid undue infringement of any patent, design, copyright or trade secret that extends to the DoJ&CD or reasonably associated third parties, and that it shall not unreasonably allow the DoJ&CD to be exposed to any legal jeopardy in respect of such intellectual property rights.
- v. The Service Provider will take steps to rectify any aspect of their equipment and / or service that has the effect or infringing on any intellectual property to the extent necessary.
- vi. The Service Provider shall not co-brand any artefacts produced from the contract. No information about this contract can be used by the Service Provider without prior written approval by the DoJ&CD.
- vii. All contract related documents remain the property of the DoJ&CD and must at all times be available to the DoJ&CD. During the handover of the contract an audit will be performed to

ensure that all documents have been duly handed over to the DoJ&CD and in line with the DoJ&CD Project Management Framework.

3.10 Data Integrity

- i. The Service Provider shall ensure that every precaution is taken to ensure the integrity of the data relating to DoJ&CD is preserved, and that preventative measures are in place to guard
- ii. The DoJ&CD data in the possession of the Service Provider, or to which the Service Provider may have access during the currency of this Agreement, may be used by the Service Provider only in the performance of the Services.
- iii. In the event that the DoJ&CD data is corrupted, lost, or sufficiently degraded to be unusable, due to any act or omission by the Service Provider, the Service Provider shall without delay take all reasonable steps required to restore, or procure the restoration of the DoJ&CD data. If the corruption, loss or degradation of the DoJ&CD data is:
 - a. due to the wilful or gross negligent default of the Service Provider, the Service Provider shall be liable (subject to any applicable limitation of liability provided for in this Agreement) for the cost of restoration of such data;
 - b. due to any reason other than a reason stipulated above, the DoJ&CD shall be liable for the cost of restoration of such data;
- iv. The Service Provider shall take all reasonable steps to ensure that such data is not accessible to any party who is not authorised by either the DoJ&CD or the Service Provider to access such data.

3.11 Application Security

3.11.1 Minimum Functional Requirements

The Bidder must ensure that the security of the solution complies with the DoJ&CD's security policies, procedures, and processes.

3.12 Solution Document Upkeep

3.12.1 Minimum Functional Requirements

The Bidder must ensure the continuous updating of existing and future business applications documentation (e.g. technical specifications, etc.) due to enhancements made to all SAP Environments. All documents must be updated prior to enhancement of existing and future business applications, in production. Any updates to the documents will only be accepted once approved by the DoJ&CD and all approved documents must be stored in the DOJ&CD document repository. Any exception to the above must be approved by the DoJ&CD.

3.13 Transitioning-In services

3.13.1 Minimum Functional Requirements

- i. Perform required due diligence in terms of the current operating SAP environment at the commencement of the contract.

- ii. Providing transitioning-in services (including all necessary handovers) at commencement of the contract for a period of 1 month. It must be noted that this 1-month transitioning-in period will commence prior to the contract period. It is envisaged that the Bidder will perform that transitioning-in activities with dedicated transitioning-in resources (e.g. "skeleton" staff) and not necessarily the full complement of resources, as the incumbent Bidder will still be required to provide full services up until the end of the incumbent's Bidder's contract.
- iii. Providing a detailed plan (including roles and responsibilities of the Bidder, the DoJ&CD, and the current Bidder) on how transitioning-in services will be provided within the stipulated timeframes.
- iv. Ensuring that during the transitioning-in period all tasks are implemented in line with the agreed plan between the DoJ&CD and the Bidder.
- v. Ensuring that no services are disrupted during the transitioning-in period.
- vi. Providing a costing (as provided for in the cost model) for the provision of transitioning-in services.
- vii. Providing a costing (as provided for in the cost model) for the project.

3.14 Transitioning-out (non-costed services)

3.14.1 Minimum Functional Requirements

- i. Providing transitioning-out services (including all necessary handovers) towards the end of the contract. It must be noted that the transitioning out activities (including all necessary handovers) must be fully completed 1 month prior to the end of the contract period.
- ii. It is expected that the transitioning-out services will be undertaken by the successful Bidders' resources and as such no costs will be incurred by the DoJ&CD for transitioning-out services.
- iii. Providing a detailed plan (including roles and responsibilities of the Bidder, the DoJ&CD, and the new Bidder) on how transitioning-out services will be provided within the stipulated timeframes.
- iv. Ensuring that during the transitioning-out period all tasks are implemented in line with the agreed plan between the DoJ&CD and the Bidder.
- v. Ensuring that no services are disrupted during the transitioning-out period.

3.15 Handover/Exit Plan

3.15.1 Minimum Functional Requirements

- i. The purpose of the exit plan is to affect a smooth and seamless transition of services from the Bidder to the DoJ&CD or the DoJ&CD's suppliers.
- ii. The Bidder shall propose an exit plan to ensure that a clear end-to-end service management is outlined six (6) months from the Tender award date.
- iii. The exit plan shall define the criteria for termination and the scope of the exit plan shall include the following:
 - a. Processes and procedures of the current operations
 - b. Roles and responsibilities of each project personnel

- c. Definition of major milestones of the transition
 - d. Schedule for hand-over of outstanding tasks
 - e. Operation Manuals
 - f. Security procedures
- iv. The Exit Transition period shall be managed and supervised by the DoJ&CD. The DoJ&CD will ensure that the exit plan is developed, the Exit Transition is appropriately staffed, and the plan is executed in an orderly manner to achieve its business objectives. The DoJ&CD will also ensure that the termination process progresses in a timely manner and warrants the quality of the deliverables.
 - v. The Bidder's Service Delivery Manager (SDM) will provide support to the DoJ&CD during the Exit Transition period. The SDM shall provide information to accelerate and/or improve the process of termination / transition and assure that the plans developed are realistic.
 - vi. The Bidder shall continue to help in terms of termination / transition consulting and related services, as the DoJ&CD deems necessary.

3.16 SAP Technical Human Resources Requirements

The Bidder is expected to provide resources as per attached Appendix A and must attach respective CVs and qualifications for each role. Refer to Appendix A

4. BID EVALUATION STAGES

- i. The bid evaluation process consists of several stages that are applicable according to the nature of the bid as defined in the table below.
- ii. The Bidder must qualify for each stage to be eligible to proceed to the next stage of the evaluation.

Stage	Description	Applicable for this bid YES/NO
Stage 1	Administrative pre-qualification verification	YES
Stage 2	Technical Mandatory requirement evaluation	YES
Stage 3	Technical Functionality requirement evaluation	YES
Stage 4	Special Conditions of Contract verification	YES
Stage 5	Price / Specific Goals evaluation	YES

Table 4: Bidders Stage Qualifications

5. ADMINISTRATIVE PRE-QUALIFICATION REQUIREMENTS

5.1. ADMINISTRATIVE PRE-QUALIFICATION VERIFICATION

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

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

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

5.2. ADMINISTRATIVE PRE-QUALIFICATION REQUIREMENTS

- (2) **Submission of bid response:** The Bidder has submitted a bid response documentation pack –
- (a) that was delivered at the correct physical or postal address and within the stipulated date and time as specified in the “Invitation to Bid” cover page, and;
 - (b) In the correct format as one original document, one copy and two copies on memory stick / USB.
- (3) **Attendance of briefing session: Non-Compulsory virtual briefing session**

ANNEX B.2: TECHNICAL MANDATORY REQUIREMENTS

6. TECHNICAL MANDATORY

6.1. INSTRUCTION AND EVALUATION CRITERIA

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

6.2. TECHNICAL MANDATORY REQUIREMENTS

TECHNICAL REQUIREMENTS	MANDATORY	Substantiating evidence of compliance <i>(used to evaluate bid)</i>	Evidence reference <i>(to be completed by bidder)</i>
<p>1. This RFQ is invited in terms of SITA Contract RFB 1183/2022 and its Engagement Model. The bidder confirms that they are accredited on SITA RFB 1183/2022 for the various services requested in this RFQ.</p> <p>NB: Refer to Appendix B1 and B2</p> <p>The following key Services as associated with the respective ICN descriptions, in terms of SITA RFB 1183/2022 are applicable:</p> <p>1. ICT Management Services</p> <p>I. Functional Support Management: ICN 81112011-0002</p> <p>II. Project Management: ICN 81112011-0005</p> <p>III. Project Administration support: ICN 81112011-0006</p>		<p>Award letter / Accreditation letter from SITA confirming accreditation thereof against the proposed ICN no.</p> <p>NB: In an instance the main bidder is not accredited across all the above mentioned ICN numbers and 9 Provinces, bidders are advised to enter into a partnership / Joint Venture agreement / sub-contracting agreement with those accredited to ensure fully compliance with SITA regulations and all ICN.</p> <p>Failure to fully comply with this requirement, bidder(s) will be disqualified from the evaluation process.</p>	<p><provide unique reference to locate substantiating evidence in the bid response – see Annex B, 11></p>

TECHNICAL REQUIREMENTS	MANDATORY	Substantiating evidence of compliance <i>(used to evaluate bid)</i>	Evidence reference <i>(to be completed by bidder)</i>
<p>2. Business Planning and Development</p> <ul style="list-style-type: none"> i. Business Analysis: INC 81112011-0011 ii. Information Systems Architecture: INC 81112011-0013 <p>3. Business Solutions Delivery Services</p> <ul style="list-style-type: none"> I. Business Solution Maintenance: ICN no. 81112011-0021 II. Service Delivery (SLA) Management: ICN no. 81112011-0027 <p>4. Information Security Services</p> <ul style="list-style-type: none"> I. Specialised - Access Control: INC 81112011-0032 II. Specialised Application Security Services: ICN no. 81112011-0036 III. Business Solution Compliancy: INC81112011-0037 <p>5. Business Solution Implementation Services</p> <ul style="list-style-type: none"> iii. Functional Application Support/COTS/ICT Services: ICN no. 81112011-0042 <p>6. Applications Development Service</p> <ul style="list-style-type: none"> I. Applications Development Services – AI, IoT, DevOps and Integration Provisioning Services: ICN 81112011-0046 <p>7. ICT Services Support Management</p> <ul style="list-style-type: none"> I. Service Management Centre: INC 81112011-0047 II. Service Level Management: ICN no. 81112011-0048 III. Problem Management: ICN no. 81112011-0049 I. Incident Management: ICN no. 81112011-0050 II. ICT Configuration Management: ICN no. 81112011-0051 III. Performance and Capacity Management: ICN no. 81112011-0052 			

TECHNICAL REQUIREMENTS	MANDATORY	Substantiating evidence of compliance <i>(used to evaluate bid)</i>	Evidence reference <i>(to be completed by bidder)</i>
<p>IV. Change and Release Management: ICN no. 81112011-0053</p> <p>8. Data Centre Services</p> <p>I. Database Support and Maintenance: INC 81112011-0058</p> <p>II. Data Centre Operations: INC 81112011-0059</p>			
<p>2. The Bidder must be accredited with SAP to provide support and maintenance on the following Services Delivery Management:</p> <p>I. Contract Management.</p> <p>II. Human Capital/ Resource management.</p> <p>III. Financial Management.</p> <p>IV. Customer Relationship management</p> <p>V. Operational Support management</p> <p>VI. Continuous service improvement.</p> <p>VII. Service Level Management</p> <p>VIII. Project Management</p> <p>IX. Shared services management</p>	<p>The bidder must attach/submit accreditation letter/certificate (Gold or Platinum) from SAP confirming accreditation.</p> <p>Failure to fully comply with this requirement, bidder(s) will be disqualified from the evaluation process.</p>	<p>Accreditation letter/certificate must be attached</p>	
<p>3. The Bidder must have the following Human Capital/ Resources Management:</p> <p>Refer to Appendix A: SAP TECHNICAL HUMAN RESOURCES REQUIREMENTS, to verify the technical skills required</p>	<p>The Bidder must attach respective CVs and qualifications for each role.</p> <p>Failure to fully comply with this requirement, bidder(s) will be disqualified from the evaluation process.</p>	<p>The Bidder must attach respective CVs for each role</p>	

Table 5: Technical Mandatory Field

6.3 DECLARATION OF COMPLIANCE

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

Table 6: Declaration of Compliance

ANNEX B.3: TECHNICAL FUNCTIONAL MANDATORY REQUIREMENTS

7. TECHNICAL FUNCTIONALITY MANDATORY REQUIREMENTS

7.1. INSTRUCTION AND EVALUATION CRITERIA

- 7.1.1 The Bidder **must complete in full all of the TECHNICAL FUNCTIONALITY requirements**.
- 7.1.2 Where necessary, the Bidder **must provide a unique reference number** (e.g. binder/folio, chapter, section, page) to locate substantiating evidence in the bid response. During evaluation, DOJ&CD reserves the right to treat substantiation evidence that cannot be located in the bid response as “NOT COMPLY”.
- 7.1.3 **Evaluation per requirement.** The evaluation (scoring) of Bidders’ responses to the requirements will be determined by the completeness, relevance and accuracy of substantiating evidence. Each TECHNICAL FUNCTIONALITY MANDATORY requirement will be evaluated using a rating –as indicated per functionality requirement.
- 7.1.4 **Weighting of requirements:** The full scope of requirements will be determined by the following weights:

7.2

No.	Technical Functionality Mandatory Requirements	Weighting
1.	Bidders Contract Transitioning (Transitioning-In and Transitioning-Out) Approach	15%
2.	Overall Bidder Experience	30%
3.	Bidder’s Solution Maintenance and Support Approach	30%
4.	Bidders Financial stability	25%
TOTAL		100%

Table 7: Technical Functionality Mandatory Requirements

- 7.2.1 **Minimum threshold.** To be eligible to proceed to the next stage of the evaluation the bid must achieve a minimum threshold score of **70%**. Bidders that score less than **70%** out of 100 in respect of functionality compliance will be regarded as non-responsive and will not be evaluated further.

7.2.2 Scoring Matrix.

Score	Meaning	Explanation
0	<ul style="list-style-type: none"> ○ No evidence ○ Nonresponsive 	Does not comply, no evidence / no reference / no information / no inputs.
1	<ul style="list-style-type: none"> ○ Very poor 	Information provided does not meet the technical requirements.
2	<ul style="list-style-type: none"> ○ Poor ○ Inadequate 	Not satisfactory. Information and/or evidence provided is not enough to clearly substantiate the bidder's capabilities and/or experience in that service category.
3	<ul style="list-style-type: none"> ○ Satisfactory ○ Average 	Satisfactory. The bidder displays a fair understanding of the service requirements and the Information and/or evidence provided is enough to display their capabilities and/or experience to deliver the service.
4	<ul style="list-style-type: none"> ○ Good ○ Fully meet requirement 	Fully meets the specification requirement. The bidder displays a good (above average) understanding of the service requirements and the Information and/or evidence provided is enough to clearly substantiate their capabilities and/or experience to deliver the service.
5	<ul style="list-style-type: none"> ○ Exceed requirements ○ Very good / Best practice 	Exceeds the specification requirement. The bidder displays an excellent understanding of the service requirements and the Information and/or evidence provided clearly proves that the bidder is without a doubt capable of delivering the service.

Table 8: Scoring Matrix

7.2.3 DETAILED FUNCTIONAL CRITERIA MATRIX

No.	Criteria	Rating Matrix						Weight
		0	1	2	3	4	5	
1	<p>Bidders Contract Transitioning (Transitioning-In and Transitioning-Out) Approach:</p> <p>The manner in which the Bidder will perform the Contract Transitioning (Transitioning-In and Transitioning-Out) is considered critical to the DoJ&CD.</p> <p>Considering the requirements for Contract Transitioning (Transitioning-In and Transitioning-Out Services) describe:</p> <p>Transitioning-In Services:</p> <ol style="list-style-type: none"> a. How will you meet all requirements for Contract Transitioning-In services at the commencement of the contract? b. Provide a project schedule detailing the activities, the timeframes, the roles and responsibilities of the successful Bidder, DoJ&CD and the outgoing Bidder to be executed during the Contract Transitioning-In period (one-month period is prescribed). <p>Transitioning-Out Services:</p> <ol style="list-style-type: none"> a. How will you meet all functional requirements for Contract Transitioning-Out services at the end of the contract period? b. Provide a project schedule detailing the activities, the timeframes, the roles and responsibilities of the successful Bidder, DoJ&CD and the outgoing Bidder to be executed during the Contract Transitioning-Out period (one-month period is prescribed). <p>Rating Scale:</p> <ul style="list-style-type: none"> • All Transitioning- in and Transitioning- out requirements provided above what is stipulated (Rating = 5) • All 4 of the Transitioning- in and Transitioning- out requirements provided. (Rating = 4) • 3 of the Transitioning in and Transitioning out requirements provided. (Rating =3) • 2 of the Transitioning in and Transitioning out requirements provided. (Rating =2) • 1 of the Transitioning in and Transitioning out requirements provided. (Rating =1) • No response provided. (Rating = 0) 							15

No.	Criteria	Rating Matrix						Weight
		0	1	2	3	4	5	
2	<p>Overall Bidder Experience</p> <p>In view of the functional requirements, the bidder should have experience as reflected on 2.1.1 and 2.4:</p> <ul style="list-style-type: none"> i. Minimum of 3 signed letters (on organization letterhead) of confirmation from each organisation where similar services have been rendered. The letter must include: <ul style="list-style-type: none"> a. Your experience (specifically related to these services on 2.1.1 and 2.4 above) and in which customer organisations (minimum. three years) you have successfully provided the above services. b. The name of the organisation(s) c. The quantity: ICT environment with approximately <ul style="list-style-type: none"> • Minimum of 1250 end users • 190 service points • Minimum of 3500 number of calls logged per quarter, • Minimum of 75000 number of beneficiaries • Manage minimum of 30 bank accounts d. each organisation relevant contact person and their contact details. <p>NB: Reference letter (s) which does not include any of the above-mentioned requirement will not be accepted or given a score.</p> <p>Rating Scale:</p> <ul style="list-style-type: none"> • 5 and more reference letters provided. (Rating = 5) • 4 reference letters provided (Rating = 4) • 3 reference letters provided (Rating = 3) • 2 reference letters provided (Rating = 2) • 1 reference letter provided (Rating = 1) • No response provided. (Rating = 0) 							25
	<ul style="list-style-type: none"> ii. Number of years providing a similar service, minimum number of three (03) years will be considered. <p>Rating Scale:</p> <ul style="list-style-type: none"> • 5 and more number of years providing a similar service. (Rating = 5) • 4 years providing a similar service (Rating = 4) 							5

No.	Criteria	Rating Matrix						Weight
		0	1	2	3	4	5	
	<ul style="list-style-type: none"> 3 years providing a similar service (Rating = 3) 2 years providing a similar service (Rating = 2) 1 year providing a similar service (Rating = 1) No response provided. (Rating = 0) 							
3	<p>Bidder’s Solution Maintenance and Support Approach: Describe the approach and/or method that the Bidder will employ in providing the maintenance & support services required in this RFQ</p> <p>The service delivery approach must cater for first, second and third-line support taking into account that the DoJ&CD already has an established service desk that serves as an entry point for all support calls.</p> <p>When describing the approach, Bidders must cover the full scope of the maintenance & support services, which includes:</p> <ol style="list-style-type: none"> Service Delivery Management Service Incident Major Incidents and Problem Management Services Corrective, Adaptive, Perfective and Preventative Maintenance Services Enhancement Services Solution Health-Check Reviews. Solution/Application Performance Monitoring. Software Updates, Patching and Licence Management. Disaster Recovery Services Data Ownership Data Integrity Application Security. Solution Documentation Upkeep. <p>Rating Scale:</p> <ul style="list-style-type: none"> All 12 requirements provided. (Rating = 5) 9 to 11 of the requirements provided (Rating = 4) 5 to 8 of the requirements provided. (Rating = 3) 3 to 4 of the requirements provided. (Rating = 2) 1 to 2 of the requirements provided. (Rating = 1) No response provided. 							30

No.	Criteria	Rating Matrix						Weight
		0	1	2	3	4	5	
	(Rating = 0)							
4	<p>Financial Stability Bidder must provide original bank letter in the name of the main company. In the event of a joint venture both Bidders must submit bank letters to be evaluated jointly. The required bank letters must be issued after the date of the advertisement of the tender.</p> <p>Letter from the bank to confirm the Bidder's cash flow and/or proof of bridging finance or overdraft.</p> <p>Rating Scale</p> <ul style="list-style-type: none"> • R50 million and more rating score = 5 • R40 million but less than R50 million rating score = 4 • R30 million but less than R40 million rating score = 3 • R20 million but less than R30 million rating score = 2 • R10 million but less than R20 million rating score = 1 • Less than R10 million or Non-responsive rating score = 0 							25
	TOTAL							100

Table 9: Criteria Scoring Matrix

ANNEX B.4: SPECIAL CONDITIONS OF CONTRACT (SCC)

8. SPECIAL CONDITIONS OF CONTRACT

8.1. INSTRUCTION

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

8.2. SPECIAL CONDITIONS OF CONTRACT

(1) CONTRACTING CONDITIONS

- (a) **Formal Contract.** The Supplier must enter into a formal written Contract (Agreement) with DOJ&CD. The service level agreement and/or execution plan must be signed by the delegated authority and Bidder within 90 days from the date of acceptance of the letter of award or a at a date agreed upon.
- (b) The DoJ&CD reserves the right to enter a Service Dispute Resolution Process should penalties be levied three (3) consecutive times at any given point during the provision of the maintenance and support services within this contract.
- (c) **Right of Award.** DOJ&CD reserves the right not to award the bid for the required goods or services.
- (d) **Right to Audit.** DOJ&CD reserves the right, before entering into a contract, to conduct or commission an external Bidder to conduct a financial audit or probity to ascertain whether a qualifying Bidder has the financial wherewithal or technical capability to provide the goods and services as required by this tender.

(2) DELIVERY ADDRESS.

The supplier must deliver the required products or services at as indicated in Section 2 Delivery Address

Department of Justice and Constitutional Development	National Office: 329 Pretorius Street, Momentum Building, 0001
--	--

(3) SERVICES AND PERFORMANCE METRICS

- a) The Supplier is responsible to provide the following Services and Performance Metrics in line with the Mandatory Minimum Service Level Standards.
- b) The tables below stipulate the service elements, service levels, targets and penalties that will apply.

SERVICE COMPONENT	SERVICE COMPONENT DESCRIPTION	Mean Time To Respond (from the time the call is logged)	Mean Time To Resolve (from the time the call is logged)	Target	Penalty
Incident /Service Request Management	The resolution of End user calls	1 hour	<ul style="list-style-type: none"> • Critical: (4) Hrs • High: (8) Hrs • Medium:(16) Hrs • Low: (24) Hrs 	<p>95% of calls will be responded on within 1 Hour.</p> <p>95% of calls to be resolved based on the allocated priority.</p>	10% of monthly Maintenance and Support costs
	Incidents: Call resolution quality			95% of all incidents not re-opened after resolution (including incidents related to a problem).	10% of monthly Maintenance and Support costs
	Quality of support services	n/a	n/a	95% of all incidents / service requests resolved per month that are not re-opened after resolution.	10% of monthly Maintenance and Support costs
	Service requests: Call resolution quality			95% of all service requests not re-opened after resolution.	10% of monthly Maintenance and Support costs
	Resolution of Pending Calls	n/a	n/a	<p>Pending calls do not exceed 10% of weekly call volume.</p> <p>Pending calls to be closed within 40 hours if</p>	5% of monthly Maintenance and Support costs

SERVICE COMPONENT	SERVICE COMPONENT DESCRIPTION	Mean Time To Respond (from the time the call is logged)	Mean Time To Resolve (from the time the call is logged)	Target	Penalty
				the user is not responding with relevant information	
Major Incident and Problem Management	Major Incidents: recommendation and implementation	n/a	n/a	100% of all Major Incidents approved recommendations implemented within agreed timeframes.	10% of monthly Maintenance and Support costs
	Major Incidents: Resolution report	n/a	n/a	100% of all Major Incidents approved recommendations implemented within agreed timeframes.	10% of the monthly Maintenance and Support costs
	Problem Management: Problem resolution quality	n/a	n/a	90% of all problems not re-opened after resolution.	10% of the monthly Maintenance and Support costs.
	Problem Management: Root Cause Analysis recommendation and Implementation	n/a	as per agreed timelines	100% of all Root Cause Analysis recommendations implemented within the approved timeframes.	10% of monthly Maintenance and Support costs
	Problem Management: Root Cause Analysis Report -	1 hour	40 hours	100% of all Root Cause Analysis reports provided within 5 days of major incident and/or problem resolution.	10% of monthly Maintenance and Support costs.

SERVICE COMPONENT	SERVICE COMPONENT DESCRIPTION	Mean Time To Respond (from the time the call is logged)	Mean Time To Resolve (from the time the call is logged)	Target	Penalty
User Access Management	Password reset	1 hour	2 hours	100% compliance User Access Management.	10% of monthly Maintenance and Support costs.
	User creation, Role Change and user Termination, Re-activation of users accounts that were locked out	1 hour	8 hours	100% compliance User Access Management. <ul style="list-style-type: none"> Active Users Deactivate Users Change Users details Termination 	10% of monthly Maintenance and Support costs.
	Quarterly Reports of all users who have access and have been deactivated on all systems being supported including System Administrators per system.	n/a	n/a	Monthly Reports of Users per system by the 5th of the month	5% of monthly Maintenance and Support costs

SERVICE COMPONENT	SERVICE COMPONENT DESCRIPTION	Mean Time To Respond (from the time the call is logged)	Mean Time To Resolve (from the time the call is logged)	Target	Penalty
Corrective Maintenance (Break -fix services)	Severity Level 1 (Critical): (work around DOES NOT exist) Service Measure: 1. Mean Time to Resolve (MTTR)	Defect/Critical Error/bug	1 hour response 8 hours resolution (after-hours included)	95% of all corrective maintenance calls received for the month implemented within 8-man hours (Permanent Fixes only)	10% of monthly Maintenance and Support costs
	2. This will constitute an emergency change 3. A temporary work around may be found to bring the system up 4. Permanent fixed to be in the next release	Data Fix	1 hour response 8 hours resolution (after-hours included)	95% of all corrective maintenance calls received for the month implemented within 8-man hours (Permanent Fixes only)	10% of monthly Maintenance and Support costs
	Severity Level 2 (High): (work around DOES exist) Service Measure:	High Severity Defect/Error	1 hour response 16 hours resolution (after-hours included)	95% of all corrective maintenance calls received for the month implemented within 16-man hours (Permanent Fixes only)	10% of monthly Maintenance and Support costs

SERVICE COMPONENT	SERVICE COMPONENT DESCRIPTION	Mean Time To Respond (from the time the call is logged)	Mean Time To Resolve (from the time the call is logged)	Target		Penalty
	1. Mean time to resolve (MTTR) 2. Permanent Fix to be in next scheduled Release	Data Fix	1 hour response 16 hours resolution (after-hours included)	95% of all corrective maintenance calls received for the month implemented within 16-man hours (Permanent Fixes only)		10% of monthly Maintenance and Support costs
	Severity Level 3 (Medium): (does not stop service delivery and the processing of transactions but might be creating unintended results / work / additional processes) Service Measure: Mean time to resolve (MTTR)	Medium Severity Defect/Error	1 hour response 24 hours resolution (business hours)	95% of all medium corrective maintenance calls received for the month implemented within 24 working hours (Permanent fixes only)		10% of monthly Maintenance and Support costs
		Data Fix	1 hour response 24 hours resolution (business hours)	95% of all medium corrective maintenance calls received for the month implemented within 24 working hours (Permanent fixes only)		10% of monthly Maintenance and Support costs
Adaptive Maintenance	Classified as Minor Enhancements Inclusive of: 1. Business Processes or legislation changes	Request for Service (RFS)	8 hours response	16 hours resolution	100% of RFS's issued.	10% of monthly Maintenance and Support costs
		Development	n/a	As per timelines.	100% of all RFS's developed as per timelines stipulated in the approved RFS.	10% of monthly Maintenance and Support costs
	2. Functionality Modifications 3. Cosmetic	Testing	n/a	As per time.	100% of all RFS's tested as per approved	10% of monthly Maintenance

SERVICE COMPONENT	SERVICE COMPONENT DESCRIPTION	Mean Time To Respond (from the time the call is logged)	Mean Time To Resolve (from the time the call is logged)	Target		Penalty
	Changes & Configuration of Reports that do not require changes to the front end or database				testing timelines. 90% successful testing results (10% to be resolved as part of rework, if any).	and Support costs
		Production	n/a	As per timelines stipulated.	100% of all RFS's implemented as per approved production implementation timelines, staging and pilot sign off. Not more than 1 instance recurrence of an incident in production. No more than 10% of RFS's deployed into staging environment to be returned for development.	10% of monthly Maintenance and Support costs
Perfective Maintenance	Classified as Major Enhancements Inclusive of:	Statement of Work (SOW)	16 hours response	40 hours resolution	100% of SOW's issued.	10% of monthly Maintenance and Support costs

SERVICE COMPONENT	SERVICE COMPONENT DESCRIPTION	Mean Time To Respond (from the time the call is logged)	Mean Time To Resolve (from the time the call is logged)	Target		Penalty
	1. New Business Processes, legislation and reports that require customization and changes to the Front end and the database.	Development	n/a	As per timelines stipulated.	100% of all Major Enhancements developed as per timelines stipulated in the approved SOW.	10% of monthly Maintenance and Support costs
	2. New Functionality MTTRespond: 2 Business Days MTTQuote: 5 Business Days	Testing and quality assurance for all maintenance done on applications	n/a	As per timelines.	100% of all Major Enhancements tested as per approved testing timelines. 95% successful testing results (5% to be resolved as part of rework, if any).	10% of monthly Maintenance and Support costs
		Production	n/a	As per timelines stipulated.	100% of all Major Enhancements implemented as per approved production implementation timelines, staging and pilot sign off. Not more than 1 instance recurring of an incident in production.	10% of monthly Maintenance and Support costs

SERVICE COMPONENT	SERVICE COMPONENT DESCRIPTION	Mean Time To Respond (from the time the call is logged)	Mean Time To Resolve (from the time the call is logged)	Target		Penalty
					100% Compliance to Project Schedule and Plan	
Preventative Maintenance	Implementation of identifies preventive measures to avoid solution downtime or major incidents	n/a	n/a	100% Implementation of all identified preventative measures		10% of monthly Maintenance and Support costs
Enhancement Services	Enhancement of existing services, integration of services and new services. Reports: Customised reporting services MTTRespond: 2 Business Days MTTQuote (Time only): 5 Business Days	Approved SOW	40 business hours	100% of RFS's issued.		10% of monthly Maintenance and Support costs
		Configuration	As per agreed timelines	100% of RFS's issued.		
		Testing and quality assurance	As per agreed timelines	100% of RFS's issued.		
		Production	As per agreed timelines	100% of RFS's issued.		
Service Delivery Management Services	Overall processes, procedures and all other documentation – central repository.	n/a	5 days after document sign-off	100% of all processes, procedures and all other documentation stored in the Department's documentation repository.		Overall processes, procedures and all other documentation – central repository.
	Audit findings and recommendations	n/a	within agreed timeframes	100% of all audit findings remediation are implemented within agreed timeframes.		Audit findings and recommendations

SERVICE COMPONENT	SERVICE COMPONENT DESCRIPTION	Mean Time To Respond (from the time the call is logged)	Mean Time To Resolve (from the time the call is logged)	Target	Penalty
	Finance management (e.g. invoices)	n/a	by the 10th day of the following month	100% of all invoices due by the 10th day of the following month.	Finance management (e.g. invoices)
	Overall Finances management (e.g. invoice reconciliations)	n/a	n/a	100% accuracy of all financial reconciliations.	Overall Finances management (e.g. invoice reconciliations)
	Service Delivery Management (SLA Performamnce Reviews)	n/a	Monthly and Quarterly: Respond to Service Performanc e Reports with 40 working hours after the Service Review Meeting	100% of SLA Performance Monthly and Quarterly review meetings attended as per scheduled dates	10% of monthly Maintenance and Support costs
Solution Health Check	Solution Health Check by the OEM	n/a	Annually (by a resource directly from the OEM)	100% of all Solution Health Checks that needs to be performed.	2% of annual maintenance and support costs.
Solution/Application Performance Monitoring	Performance Monitoring & Reporting	n/a	n/a	Up to 7 seconds per screen transition (Report due on the 10 th of the month)	10% of monthly Maintenance and Support costs
	Solution Availability, Capacity, Continuity	n/a	n/a	98% availability per month	10% of monthly Maintenance and Support costs
Software Updates, Patching & License Management	Implement and maintain approved versions of DBMS software.		Monthly report detailing software in production	100% compliance to approved software version	5% of monthly Maintenance and Support costs

SERVICE COMPONENT	SERVICE COMPONENT DESCRIPTION	Mean Time To Respond (from the time the call is logged)	Mean Time To Resolve (from the time the call is logged)	Target	Penalty
	Participation in all platform upgrade	2 hours response	As per agreed timelines	100% participation	10% of monthly Maintenance and Support resourcing costs
	Solution license Upkeep Service	n/a	n/a	Alert the DoJ&CD when license utilisation reaches 85%	5% of monthly maintenance and support costs
	Patch implementation management	n/a	n/a	98% of all approved patches implemented within approved timeframes	10% of monthly Maintenance and Support resourcing costs
	Release Management (Incl. Roll back management)	n/a	n/a	100% of releases approved in line with the DoJ&CD's change and release process.	10% of monthly Maintenance and Support costs
Disaster Recovery, Back-ups and Restoration	100% Participation in Disaster Recovery (DR) activities	1 hour response	In line with DoJ&CD's DR policy	100% of services restored, with solution fully functional.	10% of monthly Maintenance and Support resourcing costs

SERVICE COMPONENT	SERVICE COMPONENT DESCRIPTION	Mean Time To Respond (from the time the call is logged)	Mean Time To Resolve (from the time the call is logged)	Target	Penalty
	Ensure Performing Backups as per the DOJ&CD backup policy and schedule by 3 rd party vendor.		At least 6 back-up restorations and testing per annum. Monthly reporting on backups done.	98% of backups, as per mutually approved backup policy and schedule, completed successfully. Reporting will be available monthly by 10 th of the month.	10% of monthly Maintenance and Support costs
	Database Administration function is responsible for keeping the enterprise databases and systems running. It also coordinates all dependent functions.	n/a	n/a	Monthly Report to include: a. Report on changes done on DB Table b. Log Files c. DBA Group and roles d. Respond to Audit Queries within 3 days e. Administrator Activities Monthly report on Data Changes to aid in Audit queries and Audit reporting	10% of monthly Maintenance and Support costs
	Storage Administration, Monitoring and reporting on disk space availability and usage.			Adequate disk space. Threshold = 75% Capacity Usage reporting must be available monthly by the 10 st of the month.	10% of monthly Maintenance and Support costs

SERVICE COMPONENT	SERVICE COMPONENT DESCRIPTION	Mean Time To Respond (from the time the call is logged)	Mean Time To Resolve (from the time the call is logged)	Target	Penalty
Application Security	adherence to the DoJ&CD application security policies & procedures	n/a	n/a	100% adherence to the DoJ&CD application security policies & procedures	10% of monthly Maintenance and Support costs
Solution Document Upkeep (Incl. CMDB)	Policies, processes, standards, work instructions, standard operating procedure manuals	n/a	Create and implement – within 3 months from the contract commencement Updated – within 5 days from Departmental approved change	100% of all Policies, processes, standards, work instructions, standard operating procedure manuals in place and continuously updated to reflect the current state	10% of the monthly Maintenance and Support costs
	Configuration Management Database (CMDB)- Update (e.g. Software Configuration)	n/a	2 Working days	100% CMDB updated within 2 working days of every service that requires a CMDB update.	10% of monthly Maintenance and Support resourcing costs
	Configuration Management Database (CMDB)- Accuracy	n/a	n/a	100% CMDB accuracy (measured by random sampling)	10% of monthly Maintenance and Support resourcing costs
	Solution Documentation Upkeep Service	n/a	n/a	95% of all documents provided within the predefined timeframes	5% of monthly maintenance and support costs

SERVICE COMPONENT	SERVICE COMPONENT DESCRIPTION	Mean Time To Respond (from the time the call is logged)	Mean Time To Resolve (from the time the call is logged)	Target	Penalty
Contract Transitioning – IN Services	Transitioning-in services - implementation	n/a	Starting after the signing of the contract award by all parties and 1 month before the end of the existing contract.	100% of Transitioning-In services implemented in line with the approved plan.	100% of the Transitioning-In services amount.
Contract Transitioning –OUT (Non-costed Services)	Transitioning-Out services - implementation	n/a	Starting 1 month before the end of the contract termination date	100% of Transitioning-out services implemented in line with the approved plan.	100% of the Transitioning-Out services amount.

Table 10: Minimum Services Level Standard

(4) ACCEPTANCE OF ALL CONDITIONS IN ALL THE SECTIONS OF THE BID DOCUMENT

The Bidder confirms compliance with and acceptance of all the contents of this document and confirms that all conditions and requirements as stipulated in this document are contractually binding.

(5) COMPOSITE PRICING IN COSTING MODEL

The Bidder confirms that all resources provided by the Bidder, are suitably qualified and experienced, for the services to be rendered as per the bid requirements, and that such resources have been included, as per the cost model. Any omission, or oversight in this respect, will be for the Bidder’s account with no additional cost implications to the DoJ&CD.

(6) SERVICE LEVELS AND PENALTIES

The Bidder accepts the Service Levels and Penalties as stipulated in this document are minimum service levels and penalties and that additional service levels and penalties can be added to optimise the service levels for the business, during the contract period.

(7) BIDDERS RESOURCES CERTIFICATION & SECURITY VETTING

The Bidder confirms that their technical and management resources are certified to implement, maintain and continuously improve the solution and that these resources will meet the required

service levels. The DoJ&CD reserves the right to request CV's (incl. Certificates) for any and all resources allocated to the DoJ&CD. The Bidder further confirms that the allocated resources have been security vetted and that they pose no security risk to the DoJ&CD.

(8) **PAYMENT**

The DoJ&CD will process payments within 30 days, upon receipt of a detailed and valid invoice from the successful Bidder.

(9) **BIDDERS ONSITE RESOURCES – ACCESS TO BIDDERS OTHER RESOURCES**

The Bidder must ensure that onsite resources have access to other resources at the disposal of the Bidder in order to ensure good quality delivery. This includes the assignment of additional resources/skills (at no extra cost to the DoJ&CD) when required to meet set deliverable timelines. This however, excludes project changes, which will follow change management processes

(10) **WORKING HOURS**

The bidder accepts that working hours is as follows: Monday to Friday (excluding public holidays) 07:30 to 17:00. The bidder accepts that in exceptional cases, services may be rendered outside the above working hours (e.g. Ministry, EXCO members).

(11) **CONFIGURATION MANAGEMENT DATABASE (CMDB) – UPKEEP & MAINTENANCE**

The Bidder will ensure that the DoJ&CD's CMDB is continually updated and relevant at any given point in time, where any component of the overall solution is concerned. This will include, amongst others, the capturing and continuous updating of configuration items in the CMDB (e.g. software - user assigned licences, software code, solution configuration, etc.)

(12) **TRAVELLING, ACCOMMODATION COSTS AND RELATED COSTS**

The bidder accepts that in discharging of its services, travelling, parking and accommodation will not be reimbursed by the DoJ&CD. The bidder is required to ensure that all travelling, parking and accommodation costs are included in their pricing and not costed separately from any service/s that are to be rendered. The DoJ&CD will not accommodate any claims whatsoever for travelling, parking and accommodation.

(13) **CONTRACTING MODEL**

Bidder accepts the General Contracting Conditions (GCC) as stipulated in this document and agrees to the conditions stipulated.

(14) **INTELLECTUAL PROPERTY (IP)**

All deliverables produced out of the project (e.g. solution source code, solution configuration, documentation, etc.) will remain the sole intellectual and copyright property of the DoJ&CD and no co-branding will be allowed. Any use of IP development under this contract is strictly for the DoJ&CD's use unless written permission is granted by the designated authority to share such IP outside of the DoJ&CD.

(15) **PARTICIPATION OF OTHER DEPARTMENTS IN THIS CONTRACT**

The Bidder consents that the DoJ&CD may allow other Departments/Agencies (e.g. the Office of the Chief Justice) to participate in this contract, or to cede the whole or parts thereof to other Departments/Agencies (e.g. the Office of the Chief Justice), under the same terms and conditions for their own account.

(16) **REFERENCING**

Bidders must clearly reference their substantiation in their bid response e.g. reference to sections and page numbers of their bid response, etc.

(17) **RIGHT TO CANCEL OR REJECT**

The DOJ&CD reserves the right to; cancel or reject any QUOTATION and not to award the QUOTATION to the lowest Bidder or not to award at all.

(18) **FIRM (FIXED) PRICING**

The pricing provided by the Bidder shall be firm for the contract period and shall not be subject to any price adjustments (e.g. CPI, ROE, etc.).

(19) **BIDDER'S OWN CONDITIONS**

Bidders must not qualify the bid with their own conditions. Caution: If the Bidder does not specifically withdraw its own conditions when requested by the DoJ&CD, the bid response will be disqualified.

(20) **AWARD / CONTRACTING PROCESS**

The DoJ&CD may issue a letter to engage a prospective Bidder to commence negotiations. The negotiation process may be subject to a predefined timeframe that will be determined by the DoJ&CD, during which the parties must reach consensus. If the outcome of the negotiations is successful, the DoJ&CD will issue a final Letter of Award. Where an agreement is not reached within the predefined timeframe, or extended timeframe, the DoJ&CD reserves the right to close the negotiation process with such a Bidder. The DoJ&CD reserves the right to close the negotiations with such a Bidder and engage the next Bidder. The acceptance of the Letter of Award represents the formal contractual commitment from the DoJ&CD and execution of the contract from its inception.

(21) **SECURITY CLEARANCES**

Employees and subcontractors of the Bidders may be required to be in possession of valid security clearances to the level determined by SSA and/or the DoJ&CD commensurate with the nature of the activities they are involved in. The cost of obtaining suitable clearances is for the account of the Bidder. The Bidder shall supply and maintain a list (e.g. ID numbers, work permit, physical address, etc.) of personnel involved on the contract indicating their clearance status. The DoJ&CD reserves the right to request such clearance when deemed necessary.

(22) **RESOURCE REPLACEMENT**

If the assigned resource is unavailable for a period longer than 1 week, the Bidder must ensure that a suitable replacement resource is provided.

(23) **KNOWLEDGE TRANSFER PLAN**

Bidders must provide a knowledge transfer plan which shall include, but not limited to, the following: Knowledge transfer of tasks / activities / actions taken during the project implementation. Project timeline required by DoJ&CD staff to work alongside the successful Bidder during the project. Formal sign-off document from Bidder that details monthly progress being made regarding knowledge transfer to DoJ&CD's resources during the duration of the project.

(24) MAINTENANCE AND SUPPORT SERVICES

All maintenance and support services, as outlined under scope of work, must form part of the monthly maintenance and support services costing. In providing maintenance and support services, resources assigned by the successful Bidder will be required to work alongside the DoJ&CD's resources and other service providers.

(25) SERVICE LEVEL STANDARDS

The bidder accepts the Service Level Standards as stipulated in this document are minimum service levels and that more service levels can be added during the contract period to optimise the value delivery to the business. The added service levels will be in line with the functions stipulated in the contract which may not have specific service level standards. The additional service levels and associated penalties will be in line with service levels in the document.

(26) AFTER HOURS WORKING

The bidder accepts that, where required, services may be performed after hours at no cost to the DoJ&CD (e.g. scheduled maintenance windows, resolutions of major incidents, network points, etc.). The bidder accepts that although there is no requirement for work to be performed 24-7-365, there is a reasonable expectation that all systems should be available as per SLA timelines. As such measures should be put in place to ensure that all systems are monitored and restored as quickly as possible – even after the stipulated working hours and at no additional cost to the DoJ&CD.

(27) BIDDER REFERENCE VERIFICATION

The DoJ&CD reserves the right to verify information with any person/s in the organisations that were provided as reference by the bidder

(28) USE OF TELEPHONE LINES

The bidder accepts that personal calls made by its staff will be for the account of the bidder.

(29) SERVICE DELIVERY MANAGEMENT REPRESENTATIVE

The bidder accepts that all dedicated resources will be located at the National Office. The DoJ&CD reserves the right to instruct the bidder to change its allocated resource(s) in the event of unsatisfactory performance, within a period of 2 months.

(30) COSTS INCURRED IN PREPARATION OF RFQ RESPONSES

The DoJ&CD shall not be liable for any costs incurred by the bidder in the preparation of response to this RFQ. The preparation of response shall be made without obligation to acquire any of the items included in any bidder's QUOTATION or to select any QUOTATION.

(31) COMMUNICATION RELATING TO THE BID

Bidders should refrain from communicating directly with the DoJ&CD officials from the date agreed in the briefing session or published in the tender specification as this could be perceived as attempts to unduly influence the bid adjudication process. Any communication relating to SCM processes must be directed ONLY to the Sourcing@justice.gov.za email address.

(32) CONFIDENTIALITY AND NON-DISCLOSURE CONDITIONS

- a) The Supplier, including its management and staff, must before commencement of the Contract, sign a non-disclosure agreement regarding Confidential Information.
- b) Confidential Information means any information or data, irrespective of the form or medium in which it may be stored, which is not in the public domain and which becomes available or accessible to a Party as a consequence of this Contract, including information or data which is prohibited from disclosure by virtue of:
 - (i) the Promotion of Access to Information Act, 2000 (Act no. 2 of 2000);
 - (ii) being clearly marked "Confidential" and which is provided by one Party to another Party in terms of this Contract;
 - (iii) being information or data, which one Party provides to another Party or to which a Party has access because of Services provided in terms of this Contract and in which a Party would have a reasonable expectation of confidentiality;
 - (iv) being information provided by one Party to another Party in the course of contractual or other negotiations, which could reasonably be expected to prejudice the right of the non-disclosing Party;
 - (v) being information, the disclosure of which could reasonably be expected to endanger a life or physical security of a person;
 - (vi) being technical, scientific, commercial, financial and market-related information, know-how and trade secrets of a Party;
 - (vii) being financial, commercial, scientific or technical information, other than trade secrets, of a Party, the disclosure of which would be likely to cause harm to the commercial or financial interests of a non-disclosing Party; and
 - (viii) being information supplied by a Party in confidence, the disclosure of which could reasonably be expected either to put the Party at a disadvantage in contractual or other negotiations or to prejudice the Party in commercial competition; or
 - (ix) information the disclosure of which would be likely to prejudice or impair the safety and security of a building, structure or system, including, but not limited to, a computer or communication system; a means of transport; or any other property; or a person; methods, systems, plans or procedures for the protection of an individual in accordance with a witness protection scheme; the safety of the public or any part of the public; or the security of property; information the disclosure of which could reasonably be expected to cause prejudice to the defence of the Republic; security of the Republic; or international relations of the Republic; or plans, designs, drawings, functional and technical requirements and specifications of a Party, but must not include information which has been made automatically available, in terms of the Promotion of Access to Information Act, 2000; and information which a Party has a statutory or common law duty to disclose or in respect of which there is no reasonable expectation of privacy or confidentiality;

- c) Notwithstanding the provisions of this Contract, no Party is entitled to disclose Confidential Information, except where required to do so in terms of a law, without the prior written consent of any other Party having an interest in the disclosure;
- d) Where a Party discloses Confidential Information which materially damages or could materially damage another Party, the disclosing Party must submit all facts related to the disclosure in writing to the other Party, who must submit information related to such actual or potential material damage to be resolved as a dispute;
- e) Parties may not, except to the extent that a Party is legally required to make a public statement, make any public statement or issue a press release which could affect another Party, without first submitting a written copy of the proposed public statement or press release to the other Party and obtaining the other Party's prior written approval for such public statement or press release, which consent must not unreasonably be withheld.

(33) SUPPLIER PERFORMANCE REPORTING

- a) The service provider will be required to provide reports, including presentations on status of the project on a weekly basis / as required.
- b) All reporting will be aligned to DOJ&CD approved templates.

(34) CERTIFICATION, EXPERTISE AND QUALIFICATION

- a) The Supplier represents that,
 - (i) it has the necessary expertise, skills, qualifications and ability to undertake the work required in terms of the Statement of Work or Service Definition and;
 - (ii) it is committed to provide the Services; and
 - (iii) perform all obligations detailed herein without any interruption to DOJ&CD.
- b) The Supplier must provide the service in a good and workmanlike manner and in accordance with the practices and high professional standards used in well-managed operations performing services similar to the Services;
- c) The Supplier must perform the services in the most cost-effective manner consistent with the level of quality and performance as defined in Statement of Work or Service Definition.

(35) LOGISTICAL CONDITIONS

- a) The service provider will be expected to deliver the service/product requirements as per scope of work.
- b) In the event that DOJ&CD grants the Supplier permission to access DOJ&CD's Environment including hardware, software, internet facilities, data, telecommunication facilities and/or network facilities remotely, the Supplier must adhere to DOJ&CD's relevant policies and procedures (which policy and procedures are available to the Supplier on request) or in the absence of such policy and procedures, in terms of, best industry practice.
- c) Tools of Trade. As per Section 3 above.
- d) On-site and Remote Support. As per Section 3 above.

(36) REGULATORY, QUALITY AND STANDARDS

The Supplier must for the duration of the contract ensure compliance with Protection of Personal Information Act, 2013 (POPIA).

(37) INTELLECTUAL PROPERTY RIGHTS

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

(38) SUPPLIER DUE DILIGENCE

- a) DOJ&CD reserves the right to conduct supplier due diligence prior to final award or at any time during the Contract period and this may include pre-announced/ non-announced site visits. During the due diligence process the information submitted by the bidder will be verified and any misrepresentation thereof may disqualify the bid or Contract in whole or parts thereof.
- b) The bidder shall be required to deliver goods and/or services to any of the Department's offices/courts in the Republic of South Africa (RSA).
- c) The bidder must be able to physically reach all the Departments offices/sites and meet the stipulated SLA in order to support and maintain the solution.

(39) SAP ACCREDITATION

The bidder's certificate must be valid for the duration of the contract.

8.3. DECLARATION OF COMPLIANCE

	ACCEPT ALL	DO NOT ACCEPT ALL
(1) The Bidder declares to ACCEPT ALL the Special Condition of Contract as specified in section 8.2 above by indicating with an "X" in the "ACCEPT ALL" column.		
NOTE: Failing to Accept ALL the Special Condition of Contract as specified in section 8.2 above will result in disqualification.		

Table 11: Declaration of Compliance

ANNEX B.5: COSTING AND PRICING

9. COSTING AND PRICING

9.1. COSTING AND PREFERENCE EVALUATION

- (1) In terms of Preferential Procurement Policy Framework Act (PPPFA), the following preference point system is applicable to all Bids:
 - (a) the 80/20 system (80 Price, 20 Specific Goals) for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); or
 - (b) the 90/10 system (90 Price and 10 Specific Goals) for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- (2) This bid will be evaluated using the preferential point system of **80/20 or 90/10**, subject to the following conditions –
 - (a) If the lowest acceptable bid price is up to and including R50 000 000 (all applicable taxes included) then the 80/20 preferential point system will apply to all acceptable bids; or
 - (b) If the lowest acceptable bid price is above R50 000 000 (all applicable taxes included) then the 90/10 preferential point system will apply to all acceptable bids;
- (3) Points for this bid shall be awarded for:
 - (a) Price; and
 - (b) Preference Points for Specific Goals
- (4) The maximum points for this tender will be allocated as follows, subject to par.2.

Description	80/20- or 90/10-Point System
Price	80/90
Preference points for specific goals	20/10
Total points for Price and preference points for specific goals	100

Table 12: Points Allocation

9.2. COSTING AND PRICING CONDITIONS

(1) SOUTH AFRICAN PRICING

The total price must be VAT inclusive and be quoted in South African Rand (ZAR).

(2) TOTAL PRICE

- (a) All quoted prices are the total price for the entire scope of required services and deliverables to be provided by the Bidder.
- (b) The cost of delivery, labour, S&T, overtime, etc. must be included in this bid.
- (c) All additional costs must be clearly specified.

- (d) These conditions will form part of the Contract between DOJ&CD and the Bidder. However, DOJ&CD reserves the right to include or waive the condition in the Contract.
- (e) The Bidder must **complete the declaration of acceptance** as per section 9.4 below by marking with an “X” either “ACCEPT ALL”, or “DO NOT ACCEPT ALL”, failing which the declaration will be regarded as “DO NOT ACCEPT ALL” and the bid will be disqualified.

9.3. BID PRICING SCHEDULE

- (1) **Note:** Bidders will complete the bid pricing schedule in the Excel spreadsheet format provided and include this as part of the hard copy submission documents and on the memory stick/USB to be submitted.
- (2) **DOJ&CD reserves the right to negotiate pricing with the successful Bidder prior to the award as well as envisaged quantities.**

9.4. DECLARATION OF ACCEPTANCE

	ACCEPT ALL	DO NOT ACCEPT ALL
(1) The Bidder declares to ACCEPT ALL the Costing and Pricing conditions as specified in section 9.2 above by indicating with an “X” in the “ACCEPT ALL” column.		

Table 13: Declaration of Acceptance

ANNEX C: BIDDER SUBSTANTIATING EVIDENCE

10. MANDATORY REQUIREMENT EVIDENCE

11.1 BIDDER CERTIFICATION / AFFILIATION REQUIREMENTS

Attach applicable registration documentation (valid certificate, license or membership card) here.

11.2 BIDDER EXPERIENCE AND CAPABILITY REQUIREMENTS

Complete table below, noting that:

- a) Bidder must provide references from at least three (03) or more customers with an establishment of approximately one thousand two hundred and fifty (1250) or more user base to whom where similar services were provided.
- b) Project end-date must not exceed 5 years from the date of the bid advertisement.
- c) Scope of work must be related.

No	Company name	Reference Name, Tel and/or email	Person and/or	Project Scope of work	Project Start and End-date
1	<Company name>	<Person Name> <Tel> <email>		< Provide the details of the scope	Start Date: End Date:
2	<Company name>	<Person Name> <Tel> <email>		< Provide the details of the scope	Start Date: End Date:
3	<Company name>	<Person Name> <Tel> <email>		< Provide the details of the scope	Start Date: End Date:

Table 14: References

11.3 PRODUCT / SERVICE FUNCTIONAL REQUIREMENT

(The Bidder must submit the relevant evidence supporting the above requirement in section 11)

11.4 BIDDER DECLARATION

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

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

.....

Signature

Designation: