



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 2003 / 2014 to submit proposals for requirements stipulated below.

ERRATUM TECHNICAL DOCUMENT

REQUEST DATE:	26 SEPTEMBER 2024		
RFQ NUMBER:	RFQ 05 2024 – SITA RFB 2003 / 2014 TRANSVERSAL CONTRACT		
DESCRIPTION OF GOODS/SERVICES:	SUPPLY, DELIVER AND INSTALL 2200 UNINTERRUPTED POWER SUPPLY (UPS'S) WITH OEM WARRANTY FOR A PERIOD OF FIVE (05) YEARS		
EXTENDED CLOSING DATE:	03 OCTOBER 2024 @ 11:00 am <i>(RFQs received after closing date and time as stipulated will not be accepted)</i>		
PROVINCES BIDDING FOR AS PER YOUR ACCREDITATION: <i>(Indicate by a tick)</i>	GP National Office (PTA)	<input type="checkbox"/>	
	LIMPOPO	<input type="checkbox"/>	
	NORTH-WEST	<input type="checkbox"/>	
	MPUMALANGA	<input type="checkbox"/>	
	NORTERN CAPE	<input type="checkbox"/>	
	WESTERN CAPE	<input type="checkbox"/>	
	EASTERN CAPE	<input type="checkbox"/>	
	FREE-STATE	<input type="checkbox"/>	
	GP Provincial Office (JHB)	<input type="checkbox"/>	
KWA-ZULU NATAL	<input type="checkbox"/>		
RFQ VALIDITY PERIOD:	120 Days (from RFQ closing date).		
RESPONSES TO THIS RFQ MUST BE HAND DELIVERED TO:	DOJ&CD TENDER / BID BOX SITUATED AT, MOMENTUM BUILDING, 329 PRETORIUS STREET, DEPARTMENT) PRETORIA CENTRAL <i>(No emails accepted)</i>		

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.

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BOOKMARK NOT DEFINED.	
C) DELIVER AND INSTALL THE UPS'S TO DIFFERENT DOJC&CD SITES AS PER THE ADDRESSES PROVIDED (THE LIST OF SITES WILL BE MADE AVAILABLE TO THE WINNING BIDDER, AND CAN BE ADJUSTED AT THE DISCRETION OF THE DEPARTMENT).	7
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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 two separate submissions in respect of the technical and financial proposals:</p> <p>a) First Envelope must contain a completed tender document together with all the required mandatory supporting documents i.e., Valid OEM Accreditation letter, the product datasheet/description should accurately describe the quoted product etc. Failure to provide the necessary technical documentation will result in disqualification. The datasheet should originate from the Original Equipment Manufacturer (OEM) and specify the exactly required UPS as per paragraph 6.2.1 below.</p> <p>b) Second Envelope: Should only contain pricing schedule/costing model (Annexure 4.1) and the financial envelope must be properly sealed and marked.</p> <p>NB: Failure to adhere to this request, prospective bidder`s proposals will be regarded as non-compliance and disqualified from further evaluation.</p>
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
SPECIAL CONDITION OF CONTRACT (SCC) AND GENERAL CONDITION OF CONTRACT	The bidder declares to ACCEPT ALL the Special Condition of Contract as specified in annexure A.2 above by indicating with an “X” in the “ACCEPT ALL” column

DOCUMENTATION TO BE FULLY COMPLETED, ADHERED AND SUBMITTED BY THE BIDDER	
ACCREDITATION ON SITA TRANSVERSAL FRAMEWORK CONTRACT 2003 2014.	<ul style="list-style-type: none"> a) Only service providers accredited in terms of SITA RFB 2003 2014 transversa contract will be considered for evaluation. b) Furthermore, a service provider/bidder shall not be appointed to provide a service/brand which they are not accredited on SITA RFB 2003 2014 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. d) Suppliers must ensure that the quoted and procured products are SITA-certified. Suppliers must provide the relevant product certificates as part of their quotation response.
TECHNICAL SPECIFICATION REQUIREMENTS	All requirements listed on section 6.2.5 are mandatory. A bidder, who does not comply fully with each of this mandatory requirement, shall be regarded as non-compliant and the bid SHALL be disqualified.
PRODUCT DATASHEET	Attach a full product datasheet/description as per 6.2.1 description of line items of the Uninterrupted Power Supply (UPS). The product datasheet/description should accurately describe the quoted product. Failure to provide the necessary technical documentation will result in disqualification . This documentation should originate from the Original Equipment Manufacturer (OEM) and specify the particular device being proposed.
ORIGINAL EQUIPMENT MANUFACTURER (OEM) ACCREDITATION	The bidder must be accredited with the OEM for the product, they are proposing to DOJ&CD. Bidders must supply/submit an official letter from the OEMs confirming that they are accredited and authorized to supply the required equipment and warranty for the brand being supplied.
PRICING SCHEDULE	Pricing / Costing – Annexure A4.1 (Must be submitted in a separate sealed envelope)

1 PART A - TECHNICAL SPECIFICATION

1. PURPOSE AND BACKGROUND

1.1. The purpose of this procurement transaction is to procure the delivery and installation of 2200 Uninterrupted Power Supply (UPS's), including OEM warranty for a period of 5 years.

1.2. BACKGROUND

- a. The vision of the DOJ&CD is to provide an accessible justice system that promotes the Constitutional values; and its mission is to provide transparent, responsive and accountable justice services to all. In support hereof, DOJ&CD has identified the modernization of ICT as one of its strategic enables to improve service delivery. This includes decreasing the cost of services, improving service efficiency and monitoring service processing through the modernization of Justice IT infrastructure and systems.
- b. The courts of law within the Department of Justice & Constitutional Development (DoJ&CD) are courts of records and reference of court case proceedings i.e. recording is a basic requirement for the administration of justice. Without recording, a court of law cannot convene. There is a high demand of recording technology to remain in place given the current statistics of calls logged by users against the service.
- c. Power outages due to load shedding are disrupting courts and service points activities as well the CRT machines. Some courts have become dysfunctional with a majority of courts not able to operate countrywide.
- d. Uninterrupted Power Supply (UPS) systems will provide a reliable and continuous power source to critical equipment and systems, safeguarding against power disruptions and ensuring uninterrupted operations.

- e. Acquiring a UPS system for the CRT system offers numerous benefits, including enhanced equipment protection, improved business continuity, increased productivity, and cost savings.
- f. The Department therefor seeks to appoint a service provider for the supply, delivery and installation of the UPS's through the SITA transversal contract RFB 2003 2014, for the provision of services as detailed in the specification.

2. SCOPE OF BID

2.1. SCOPE OF WORK

- a) The successful bidder is expected to provide and install a total of 2200 UPS's including 5 years OEM warranty (from date of delivery) to the various sites across the country.
- b) Deliver and install the UPS's to different DOJC&CD sites as per the addresses provided (the list of sites will be made available to the winning bidder, and can be adjusted at the discretion of the Department).
- c) Project Duration – all deployment is to be finalized within a period as stipulated under para 7.2.6 below.

2.2. DELIVERY ADDRESS

Province	Physical address	Qty
Eastern Cape	3 Phillip Frame Road, Waverley Park, Chiselhurst, East London, 5200	321
Free State	108 Cnr. West Burger and Saint Andrew Street, Bloemfontein, Free State	193
Gauteng	Shcriener Chambers, 94 cnr Pritchard and Kruis, 10th Floor, Office no: 10.2, Johannesburg, 2000	436
Kwa-Zulu Natal	No 2 Devonshire Place, Off Anton Lembede (Smith) Street, Durban, 4000	343
Limpopo	92 Bok Street, Polokwane 0700	158
Mpumalanga	24 Brown Street, Nedbank Centre 4th Floor, Nelspruit, 1200	158

Northern Cape	Cnr Stead & Knight Streets, New Public building, 8th floor, Kimberly. 8301	112
North West	Ayob Buildings, 22 Molopo Road, Mafikeng, 2745	129
Western Cape	4th Floor, Norton Rose Building, 8 Riebeeck Road, Cape Town	317
Gauteng (National Office)	329 Pretorius Street, Momentum Building, Pretorius Street, Pretoria	33
Total		2200

3. REQUIREMENTS

3.1. PRODUCT/ SERVICE / SOLUTION REQUIREMENTS

3.1.1. Installation and Services:

As per **section 2.1** above.

4. BID EVALUATION STAGES

4.1 The bid evaluation process consists of several stages that are applicable according to the nature of the bid as defined in the table below.

4.2 **The bidder must qualify for each stage to be eligible to proceed to the next stage of the evaluation. failure to fully comply on any of the stages mentioned, it will be regarded as non-compliance and lead to disqualification.**

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

ANNEX A.1: ADMINISTRATIVE PRE-QUALIFICATION

5. ADMINISTRATIVE PRE-QUALIFICATION REQUIREMENTS

5.1. ADMINISTRATIVE PRE-QUALIFICATION VERIFICATION

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

If the Bidder failed to comply with any of the administrative pre-qualification requirements, or if 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

5.2.1 **Submission of bid response:** The bidder has submitted a bid response documentation pack –

- (a) that was delivered at the email address and within the stipulated date and time as specified in the “Invitation to RFQ” cover page, and;

5.2.2 In the correct format as one original document.

5.2.3 **Attendance of briefing session: N/A.**

5.2.4 **Registered Supplier.** The bidder is, in terms of National Treasury Instruction Note 4A of 2016/17, registered as a Supplier on National Treasury Central Supplier Database (CSD)

5.2.5 Only responses from bidders who are accredited on RFB 2003-2014 will be considered for the award of this RFQ 05 2024 (SITA RFB 2003 2014) Transversal Contract.

6. TECHNICAL MANDATORY

6.1. INSTRUCTION AND EVALUATION CRITERIA

- 6.1.1 The bidder **must comply with ALL the requirements as per section 6.2 below by providing substantiating evidence** in the form of documentation or information, failing which it will be regarded as “NOT COMPLY”.
- 6.1.2 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 located in the bid response as “NOT COMPLY”.
- 6.1.3 The bidder **must complete the declaration of compliance** as per section 6 below by marking with an “X” either “COMPLY”, or “NOT COMPLY” with ALL of the technical mandatory requirements, failing which it will be regarded as “NOT COMPLY”.
- 6.1.4 The bidder must comply with ALL the TECHNICAL MANDATORY REQUIREMENTS in order for the bid to proceed to the next stage of the evaluation.
- 6.1.5 No URL references or links will be accepted as evidence.
- 6.1.6 Electronic copy of the Bid Spec Pricing Excel Spreadsheet to be submitted with Bid Response.

6.2. TECHNICAL MANDATORY REQUIREMENTS

6.2.1 6.2.1 The Department has standardized and procuring the following classes of UPS's. The following UPS requirements are mandatory, and bidders are to indicate compliance with the below by TICKING on the comply boxes. A bidder, who does not comply fully with each of this mandatory requirement, shall be regarded as non-compliant and the bid SHALL be **disqualified**.

Description	Technical Mandatory Requirement	Comply
Category	UPS	
Size	3KVA	
Class	A	
Type	Pure sine wave	
Compliance Safety Standard	ISO/IEC 60240, EN 55032	
Runtime	Min 5 Minutes	
Battery type	Built in - Lithium	

Estimated Load (KW)	0.7KW	
OEM Warranty	5 years on-site, 4-hour response Next business day fix	

6.2.2. Therefore, ONLY proposals based on these specifications shall be evaluated and accepted.

The resellers must propose and quote for the UPS as per their accreditation with SITA.

6.2.3. Implementation of the contract will be governed using the Departments governance Framework.

6.2.4. A service provider shall not be appointed to provide a service for which they are not accredited as per SITA engagement model.

6.2.5. The service provider must respond with UPS's that have been tested and certified by SITA.

TECHNICAL MANDATORY REQUIREMENTS	Substantiating evidence of compliance (used to evaluate bid)	Evidence reference (to be completed by bidder)
<p>(1) BIDDER CERTIFICATION / AFFILIATION REQUIREMENTS</p> <p>a) The bidder must be accredited with the OEM/OSM for the product, they are proposing to DOJ&CD.</p> <p>(2) SITA PRODUCT CERTIFICATE</p>	<p>Attach to ANNEX B a copy of a valid OEM/OSM certificate for the supply, install and maintenance of the system/solution they are proposing to DOJ&CD.</p> <p>The resellers must propose and quote for the UPS as per their accreditation with SITA.</p>	<p><provide unique reference to locate substantiating evidence in the bid response – see Annex B, section 10.1></p>

TECHNICAL MANDATORY REQUIREMENTS	Substantiating evidence of compliance (used to evaluate bid)	Evidence reference (to be completed by bidder)
<p>a) The bidder must attach a valid SITA Product Certificate for the product they are proposing</p> <p>(3) THE TECHNICAL SPECIFICATION REQUIREMENTS</p>	<p>The bidder must attach a valid SITA Product Certificate for the product they are proposing</p> <p>Attach a full product datasheet/description as per 6.2.1 description of line items of the UPS. The product datasheet/description should accurately describe the quoted product. Failure to provide the necessary technical documentation will result in disqualification. This documentation should originate from the Original Equipment Manufacturer (OEM) and specify the particular device being proposed, NOT a generic description.</p> <p>NOTE: DOJ&CD reserves the right to verify the information provided.</p>	

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> <ul style="list-style-type: none">(a) The bid complies with each and every TECHNICAL MANDATORY REQUIREMENT as specified in SECTION 6.2 above; AND(b) Each and every requirement specification is substantiated by evidence as proof of compliance.		

7 SPECIAL CONDITIONS OF CONTRACT

7.2 INSTRUCTION

- 7.1.1 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.
- 7.1.2 DOJ&CD reserves the right to –
- (a) Negotiate the conditions, or
 - (b) Automatically disqualify a bidder for not accepting these conditions.
 - (c) Award to multiple bidders.
- 7.1.3 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 6.1.2 above.
- 7.1.4 The bidder must **complete the declaration of acceptance** as per section 7.3 below by marking with an “**X**” either “ACCEPT ALL” or “DO NOT ACCEPT ALL”, failing which the declaration will be regarded as “DO NOT ACCEPT ALL” and the bid will be disqualified.

7.3 SPECIAL CONDITIONS OF CONTRACT

7.2.1 CONTRACTING CONDITIONS

- (a) **Formal Contract. No formal written Contract (Agreement) will be required.**
- I. Standard 5-year warranty to be included on the hardware supplied.
 - II. Warranty should include the following services:
 - III. Replacement/ Swop out. In the event that any hardware component of the UPS malfunctions and requires to be repaired, the bidder must, amongst others, provide for the replacement unit of a similar specification within 8 business hours after call is logged.
 - IV. The bidder must attach (as part of the bid response) a warranty schedule indicating all benefits and value that the Department will derive and outline how hardware warranty will be administered including distribution plan.

- V. Within 30 days of paying the warranty to the OEM, the service provider must provide the Department with proof of payment and certification confirming the 5 year warranty with the OEM.
- (b) **Right of Award.** DOJ&CD reserves the right to award the contract for required goods or services to multiple Suppliers.
- (c) **Right to Audit.** DOJ&CD reserves the right, before entering into a contract, to conduct or commission an external service provider to conduct a financial audit or probity to ascertain whether a qualifying bidder has the financial wherewithal or technical capability to provide the goods and services as required by this tender.
- (d) **Product Certification - Technology Certification Process (TCP).** The bidder (suppliers) and the OEM (brand) must have a relationship that includes the certification and/or accreditation of the bidder. To support these special conditions requirement, the provisioning of a letter or certification from the OEM would be required.

7.2.2 DELIVERY ADDRESS

- a) The supplier must deliver the required products or services as indicated in **Section 2.2**, Delivery Address.

7.2.3 DELIVERY SCHEDULE

- (a) The scope of work (**Section 2.1**) and Requirements must be completed within 6 – 8 weeks after the DOJ&CD order has been provided to the bidder.
- (b) UPS's which are dead on arrival (DoA) must be collected and replaced within 3 working days

7.2.4 SERVICES AND PERFORMANCE METRICS

- (a) **Installation** - The Supplier is responsible to provide the services as specified in the detailed pricing schedule / costing sheet options.
- (b) **On Site Preventative Maintenance** – N/A
- (c) **On Site Reactive Maintenance** – N/A
- (d) **On Site Warrantee** – 5 years on-site, 4-hour response Next business day fix

7.2.5 SUPPLIER PERFORMANCE REPORTING

N/A

7.2.6 SERVICE LEVEL DETERMINATION AND PENALTIES

The table below stipulates the service levels, targets and penalties that will apply.

Description	Mean Time To Respond	Mean Time To Resolve	Overall Targets	Penalty
Delivery of equipment (first batch-1000 UPS's)	N/A	8 - 12 weeks upon receipt of a Purchase Order.	100% threshold must be met	5% of total hardware cost
Delivery of equipment (second batch 1200 UPS's)	N/A	13 - 24 weeks upon receipt of a Purchase Order.	100% threshold must be met	5% of total hardware cost

7.2.7 CERTIFICATION, EXPERTISE AND QUALIFICATION

7.2.7.1. Supplier must be OEM/OSM registered and complaint throughout the whole project.

7.2.7.2. The Supplier represents that,

- a) it has the necessary expertise, skill, qualifications and ability to undertake the work required in terms of the Statement of Work or Service Definition and;
- b) It is committed to provide the Products or Services; and
- c) Perform all obligations detailed herein without any interruption to the Customer.
- d) 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;
- e) 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;
- f) All services accessories, upgrades and options required by the solution or specified by the client must be included in the quoted price. If not included, suppliers will be required to supply these accessories at no cost to the client.
- g) Bidder must commit to follow all conditions and specifications as defined by the contract framework. This includes all technical and solution requirements listed in the RFA bid document, all requirements in this RFQ, and the latest technical product specifications.
- h) No services feature or capabilities listed as "standard" (included in the price) in the bid and technical specifications (e.g. on-site support SLA) may be excluded from the RFQ, and no RFQ conditions may override or cancel out any bid conditions or specifications

7.2.8 LOGISTICAL CONDITIONS

7.2.8.1. Hours of work:

- Monday to Friday from 08h00 – 16h00.

7.2.8.2. After Hours Access / Work:

- a) Arrangements and provision for access can be made - with the on-site client - for work to be done after hours (16:00 until 07:30) and on Saturday and Sunday.
- b) In the event that the client grants the Supplier permission to access the client's Environment including hardware, software, internet facilities, data, telecommunication facilities and/or network facilities remotely, the Supplier must adhere to the client'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.

7.2.8.3. Tools of Trade

N/A

7.2.8.4. On-site and Remote Support

N/A

7.2.8.5. Support and Help Desk

Where applicable, helpdesk support is required for the period of the contract, including the warranty period, during weekdays (Monday to Friday), if the quoted costing for preventative and reactive maintenance options were accepted by the client.

7.2.9 SKILLS TRANSFER AND TRAINING

N/A

7.2.10 REGULATORY, QUALITY AND STANDARDS

N/A

7.2.11 PERSONNEL SECURITY CLEARANCE

- (a) The Supplier personnel who are required to work with GOVERNMENT CLASSIFIED information or access government RESTRICTED areas must be a South African Citizen and at the expense of the Supplier be security vetted (pre-employment screening, criminal record screening and credit screening).
- (b) The Supplier must ensure that the security clearances of all personnel involved in the Contract remains valid for the period of the contract.
- (c) As an interim, an oath of secrecy must be signed by the technician /resources on condition that proof is supplied that the submission is made for a security clearance of confidential.
- (d) The Supplier must provide proof of security vetting.

7.2.12 CONFIDENTIALITY AND NON-DISCLOSURE CONDITIONS

7.2.12.1 The Supplier, including its management and staff, must before commencement of the Contract, sign a non-disclosure agreement regarding Confidential Information.

7.2.12.2 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:

- (a) the Promotion of Access to Information Act, 2000 (Act no. 2 of 2000);
- (b) being clearly marked "Confidential" and which is provided by one Party to another Party in terms of this Contract;
- (c) 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;
- (d) 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;
- (e) being information, the disclosure of which could reasonably be expected to endanger a life or physical security of a person;
- (f) being technical, scientific, commercial, financial and market-related information, know-how and trade secrets of a Party;
- (g) 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
- (h) 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
- (i) 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;

- 7.2.12.3 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;
- 7.2.12.4 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;
- 7.2.12.5 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.

7.2.13 GUARANTEE AND WARRANTIES. The Supplier warrants that:

- (a) The warranty of goods supplied under this contract remains valid for 5 years after the goods was delivered, with a sign off, including the client's signature;
- (b) as at Commencement Date, it has the rights, title and interest in and to the Product or Services to deliver such Product or Services in terms of the Contract and that such rights are free from any encumbrances whatsoever;
- (c) the Product is in good working order, free from Defects in material and workmanship, and substantially conforms to the Specifications, for the duration of the Warranty period;
- (d) during the Warranty period any defective item or part component of the Product be repaired or replaced within 30 days and a backup provided within 1 (one) day after receiving a written notice from or a fault reported by DOJ&CD/Client;
- (e) the Products is maintained during its Warranty Period at no expense to DOJ&CD/Client, excluding Forced Major / User Damage;
- (f) the Product possesses all material functions and features required for DOJ&CD's/Client's Operational Requirements;
- (g) the Product remains connected or Service is continued during the term of the Contract;
- (h) all third-party warranties that the Supplier receives in connection with the Products including the corresponding software and the benefits of all such warranties are ceded to DOJ&CD without reducing or limiting the Supplier's obligations under the Contract;

- (i) no actions, suits, or proceedings, pending or threatened against it or any of its third-party suppliers or sub-contractors that have a material adverse effect on the Supplier's ability to fulfil its obligations under the Contract exist;
- (j) DOJ&CD is notified immediately if it becomes aware of any action, suit, or proceeding, pending or threatened to have a material adverse effect on the Supplier's ability to fulfil the obligations under the Contract;
- (k) any Product sold to DOJ&CD after the Commencement Date of the Contract remains free from any lien, pledge, encumbrance or security interest;
- (l) DOJ&CD's use of the Product and Manuals supplied in connection with the Contract does not infringe any Intellectual Property Rights of any third party;
- (m) the information disclosed to DOJ&CD does not contain any trade secrets of any third party, unless disclosure is permitted by such third party;
- (n) it is financially capable of fulfilling all requirements of the Contract and that the Supplier is a validly organized entity that has the authority to enter into the Contract;
- (o) it is not prohibited by any loan, contract, financing arrangement, trade covenant, or similar restriction from entering into the Contract;
- (p) the prices, charges and fees to DOJ&CD as contained in the Contract are at least as favourable as those offered by the Supplier to any of its other customers that are of the same or similar standing and situation as DOJ&CD; and
- (q) any misrepresentation by the Supplier amounts to a breach of Contract.

7.2.14 INTELLECTUAL PROPERTY RIGHTS

7.2.14.1 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:

- (a) termination or expiration date of this Contract;
- (b) the date of completion of the Services; and
- (c) the date of rendering of the last of the Deliverables.

7.2.14.2 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.

7.2.14.3 DOJ&CD, at all times, owns all Intellectual Property Rights in and to all Bespoke Intellectual Property.

7.2.14.4 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.

7.2.14.5 Provide DOJ&CD with the compliant Occupational Health and Safety File (required on site for period of installation and proof of compliance)

7.2.15 SUPPLIER DUE DILIGENCE

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.

7.3 DECLARATION OF COMPLIANCE

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

	ACCEPT ALL	DO NOT ACCEPT ALL
<p>Provide reason and proposal for each of the conditions not accepted as per the format:</p> <p>Condition Reference:</p> <p>Reason:</p> <p>Proposal:</p>		

8 COSTING AND PRICING

8.1. COSTING AND PRICING EVALUATION

8.1.1 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).

8.1.2 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;

8.1.3 The bidder must **complete the declaration of acceptance** as per section 8.4 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.

8.1.4 Bidder will be bound by the following general costing and pricing conditions and DOJ&CD reserves the right to negotiate the conditions or automatically disqualify the bidder for not accepting these conditions. These conditions will form part of the Contract between DOJ&CD and the bidder. However, DOJ&CD reserves the right to include or waive the condition in the Contract.

8.2 COSTING AND PRICING CONDITIONS

8.7.1. SOUTH AFRICAN PRICING.

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

8.7.2. 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 RFQ.
- (c) All additional costs must be clearly specified.
- (d) All services, accessories, upgrades and options required by the solution or specified by the client must be included in the quoted price. If not included, suppliers will be required to supply these accessories at no cost to the client.

8.2.1 BID EXCHANGE RATE CONDITIONS.

The bidders must use the exchange rate provided below to enable DOJ&CD to compare the prices provided by using the same exchange rate:

Foreign currency	South African Rand (ZAR) exchange rate
1 US Dollar	R17.81
1 Euro	R19.76
1 Pound	R23.44

RoE adjustment will only be applicable if the SPOT Rate variation (<or>) equal or higher than 7% occurs at the time of Purchase Order placement.

8.3 BID PRICING SCHEDULE

Note: Bidders must complete the bid pricing schedule in the Excel spreadsheet (**Annexure A4.1**) format provided and include this as part submission.

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

8.4 DECLARATION OF ACCEPTANCE

	ACCEPT ALL	DO NOT ACCEPT ALL
<p>(1) The bidder declares to ACCEPT ALL the Costing and Pricing conditions as specified in annexure A4.1 above by indicating with an "X" in the "ACCEPT ALL" column, or</p> <p>(2) The bidder declares to NOT ACCEPT ALL the Costing and Pricing Conditions as specified in annexure A4.1 above by -</p> <p>(a) Indicating with an "X" in the "DO NOT ACCEPT ALL" column, and;</p> <p>(b) Provide reason and proposal for each of the condition not accepted.</p>		
<p>Comments by bidder: Provide the condition reference, the reasons for not accepting the condition.</p>		

ANNEX A.4: ADDENDUM A:

Annexure	Description
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Annexure A4.1 Bid Specification Price Schedule

The bid specification price list. For the bidders to compile the details price list.

Document Name: AnnexureA4.1 SBD3 Pricing Schedule

ANNEX B: BIDDER SUBSTANTIATING EVIDENCE

9 MANDATORY REQUIREMENT EVIDENCE

9.2 BIDDER CERTIFICATION / AFFILIATION REQUIREMENTS

The bidder must be accredited with the OEM for the product, they are proposing to DOJ&CD. Bidders must supply/submit an official letter from the OEMs confirming that they are accredited and authorized to supply the required equipment and warranty for the brand being supplied.

9.3 SITA PRODUCT CERTIFICATE

The bidder must attach a valid SITA Product Certificate for the product they are proposing

9.4 PRODUCT DATASHEET

Attach a full product datasheet/description as per 6.2.1 description of line items of the UPS. The product datasheet/description should accurately describe the quoted product. Failure to provide the necessary technical documentation will result in disqualification. This documentation should originate from the Original Equipment Manufacturer (OEM) and specify the particular device being proposed.

9.5 FULL QUOTATION

Attach a full quotation as per 6.2.1 description of line items of the UPS