



the doj & cd

Department:
Justice and Constitutional Development
REPUBLIC OF SOUTH AFRICA

The Department of Justice and Constitutional Development invites all interested suppliers / resellers who are accredited in terms of the SITA TRANSVERSAL CONTRACT RFB 2003/2014 to submit proposals for requirements stipulated below:

**ANNEXURE B
TECHNICAL AND PRICING REQUIREMENTS**

REQUEST DATE:	18 SEPTEMBER 2023
RFQ NUMBER:	RFQ 01 2023 – SITA RFB 2003/2014
DESCRIPTION OF GOODS/SERVICES:	PROCUREMENT OF THE INTEGRATED JUSTICE SYSTEMS (IJS) TRANSVERSAL HUB BACKUP AND RECOVERY INFRASTRUCTURE REFRESH.
CONTRACT PERIOD	5 YEARS (60 MONTHS)
CLOSING DATE:	10 OCTOBER 2023 @ 11:00 am
RFQ VALIDITY PERIOD:	120 Days (from RFQ closing date).
TECHNICAL & BIDDING ENQUIRIES:	Questions must be sent to SCM@Justice.gov.za Deadline for Questions: 27 SEPTEMBER 2023 Doj&cd Responses: 29 SEPTEMBER 2023
RESPONSES TO THIS RFQ MUST BE HAND DELIVERED TO:	To the tender box situated at the Department of Justice and Constitutional Development reception, Momentum Building, 329 Pretorius Street, c/o Sisulu & Pretorius Street, Pretoria, 0001 <i>(failure to adhere to this will lead to disqualification)</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.

CONFIDENTIAL

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ANNEX A: INTRODUCTION

1. PURPOSE AND BACKGROUND

1.1. PURPOSE

The purpose of this procurement transaction is to procure IJS Transversal Hub Backup and Recovery Infrastructure.

1.2. BACKGROUND

- a. The IJS Programme is a joint venture amongst eight (8) (listed in 2.2 below) National Departments/Government entities aimed at modernising an integrating the business processes and technology systems within the Justice Crime Prevention and Security (JCPS) Cluster.
- b. The following Departments/Government entities are involved in this process:
 - Department of Justice and Constitutional Development (DOJ & CD)
 - South African Police Services (SAPS)
 - Legal Aid South Africa
 - Department of Social Development (DSD)
 - Department of Home Affairs (DHA)
 - National Prosecuting Authority (NPA)
 - Department of Correctional Services (DCS)
 - Office of the Chief Justice (OCJ)
- c. The coordination and leadership of the IJS Programme has been entrusted by the JCPS Cluster to the IJS Board which is composed of Senior Managers from each of the above-mentioned Departments/Government entities.
- d. The backup and recovery infrastructure has reached end-of life cycle and is no longer supported.

1.3. DISCUSSION

- a. The IJS Transversal Hub, the central messaging platform that allows each connected government department or entity to exchange information with others. It routes all inter-departmental messages to the right departments and verifies and acknowledges where they have been received and sent correctly. It also queues messages, where necessary, should there be connectivity problems or system interruption of a particular department.
- b. To accommodate quick recovery and data retention in case of data corruption, loss and / or server failure, a storage, backup, and recovery solution from OEM Huawei has been implemented, which has reached end-of-lifecycle and requires a refresh.

2. SCOPE OF BID

2.1. SCOPE OF WORK

- a) The scope of the bid will cover the provisioning, supply, delivery, installation, start-up, configuration and full implementation of the hardware and software.
- b) Bidder's scope of work as per the conditions of the contract and technical specifications includes assembly, quality check, packing, supply, transportation, transit insurance, local delivery, receipt, unloading, handling, storage at site, cabling, installation, testing and commissioning of the requisite hardware infrastructure along with its associated peripherals and include documentation and warranties.
- c) All equipment must be configured and supplied with five (5) years, 24x7 maintenance and support plan, access to local engineer for the first level of external support and OEM specialist for further support.
- d) Software updates for the duration of the maintenance contact must be inclusive of free patch and software updates.
- e) Ensure that all equipment is asset tagged before dispatching and provide a report to the Department, to update the Departmental Asset and Configuration Database (CMDB).
- f) The list of sites will be made available to the winning bidder and can be adjusted at the discretion of the Department.

2.2. DELIVERY ADDRESS

- a) Equipment to be delivered to three different sites. The details of the delivery of the equipment per site is as follows:
 - Numerus Building, 99 Hamilton St., Arcadia, Pretoria, 0001
 - referred to as "Site 1" in rest of the document.
 - BCX NDC2 Datacenter, 113 Enterprise Ave, Midridge Park, Midrand, 1685
 - referred to as "Site 2" in rest of the document.
 - SALU Building, DOJ&CD, 316 Thabo Sehume St., Pretoria, 0001
 - referred to as "Site 3" in rest of the document.

3. MINIMUM REQUIREMENTS

3.1 SERVICE REQUIREMENTS

The successful bidder must work with the IJS Team to design, build, plan the configuration, deployment and project management activities of the backup and recovery solution deployment.

- 3.1.1 Solution Integration Design – Define and develop the design and planning activities for the Installation, configuration, and related prerequisites.
- 3.1.2 Deployment and Configuration – Deploy and configure backup storage, Communication Servers, Media Servers, and Backup Software for all sites.

- 3.1.2.1 Hardware Installation - Deploy and install the hardware, labelling and cable connection based on the implementation solution and power up them.
 - 3.1.2.2 Software installation - Install the software based on the implementation solution.
 - 3.1.2.3 Configuration & Commissioning - Configure hardware and software based on the implementation solution, to ensure that the solution is operational.
- 3.1.3 Testing and Finalization
- 3.1.3.1 Test solution and product functions, based on the test plan to complete the acceptance test.
 - 3.1.3.2 Create replication and backup policies, initiate replication, and test.
 - 3.1.3.3 Perform test backup and recovery scenarios.
- 3.1.4 Onsite Skills Transfer
- 3.1.4.1 The skills and knowledge transfer to identified resources pertaining to the product features and installation, deployment, configuration, management, first line support and operation of the solution.

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.**

Stage	Description	Applicable for this bid YES
Stage 1	SCM Administrative pre-qualification verification	YES
Stage 2	Technical Mandatory requirement evaluation	YES
Stage 3	Price and Special 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).

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 6.3 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 Technical Hardware Specifications

- a) Following are the mandatory technical specifications of the equipment from OEM Huawei of the backup and recovery infrastructure per site.
- b) Bidders must provide a detailed OEM Specification Sheet (Document) from the OEM confirming compliance to all below requirements.
- c) Failure to mark or leave the block empty and also to comply with any of the below mentioned mandatory requirements will result in the disqualification of the bidder's proposal prior to conducting functional evaluation.

6.2.1.1 Site – 1

#	EQUIPMENT	SPECIFICATIONS	COMPLY
1	Backup Storage	OceanProtect X6000	
	Quantity	1 (One)	
	Controller	Dual Ctrl, SSD&HDD, 512GB Cache, 16x10Gb ETH	
	Disk	15x10TB NL-SAS	
	License	HyperEncryption	
	Maintenance & Support	5 years, Onsite, 24x7x4	
2	Communication Server	FusionCube 1000	
	Quantity	1 (One)	
	Processor	2xIntel Xeon Silver 4309Y(2.8GHz/8-Core)	
	Memory	128GB	
	Hard Disk	2x960GB, SSD	
	Ports	2GE+4*10GE	
Maintenance & Support	5 years, Onsite, 24x7x4		

3	Media Server	FusionCube 1000	
	Quantity	1 (One)	
	Processor	2xIntel Xeon Silver 4309Y(2.8GHz/8-Core)	
	Memory	128GB	
	Hard Disk	2x480GB SSD 4x1920GB SSD	
	Ports	2GE+4*10GE	
	Maintenance & Support	5 years, Onsite, 24x7x4	

6.2.1.2 Site – 2

#	EQUIPMENT	SPECIFICATIONS	COMPLY
1	Backup Storage	OceanProtect X6000	
	Quantity	1 (One)	
	Controller	Dual Ctrl, SSD&HDD, 512GB Cache, 16x10Gb ETH	
	Disk	23x10TB NL-SAS	
	License	HyperEncryption	
	Maintenance & Support	5 years, Onsite, 24x7x4	
2	Communication Server	FusionCube 1000	
	Quantity	1 (One)	
	Processor	2xIntel Xeon Silver 4309Y(2.8GHz/8-Core)	
	Memory	128GB	
	Hard Disk	2x960GB, SSD	
	Ports	2GE+4*10GE	
	Maintenance & Support	5 years, Onsite, 24x7x4	
3	Media Server	FusionCube 1000	
	Quantity	1 (One)	
	Processor	2xIntel Xeon Silver 4309Y(2.8GHz/8-Core)	
	Memory	128GB	
	Hard Disk	2x480GB SSD 4x1920GB SSD	
	Ports	2GE+4*10GE	
	Maintenance & Support	5 years, Onsite, 24x7x4	

6.2.1.3 Site – 3

#	EQUIPMENT	SPECIFICATIONS	COMPLY
1	Backup Storage	OceanProtect X6000	
	Quantity	1 (One)	
	Controller	Dual Ctrl, SSD&HDD, 512GB Cache, 16x10Gb ETH	
	Disk	12x10TB NL-SAS	
	License	HyperEncryption	
	Maintenance & Support	5 years, Onsite, 24x7x4	
2	Communication Server	FusionCube 1000	
	Quantity	1 (One)	
	Processor	2xIntel Xeon Silver 4309Y(2.8GHz/8-Core)	
	Memory	128GB	
	Hard Disk	2x960GB, SSD	

	Ports	2GE+4*10GE	
	Maintenance & Support	5 years, Onsite, 24x7x4	
3	Media Server	FusionCube 1000	
	Quantity	1 (One)	
	Processor	2xIntel Xeon Silver 4309Y(2.8GHz/8-Core)	
	Memory	128GB	
	Hard Disk	2x480GB SSD 4x1920GB SSD	
	Ports	2GE+4*10GE	
	Maintenance & Support	5 years, Onsite, 24x7x4	

6.2.2 Technical Software Specifications

#	SOFTWARE	SPECIFICATIONS	COMPLY
1	Backup Software	Commvault	
	Quantity	1 (One)	
	Back-End Data Protection Capacity License Renewal	200TB	
	Maintenance & Support	5 years, Onsite, 24x7	

6.2.3 Professional Services

#	Description	COMPLY
1	Backup storage planning, design, and implementation	
2	Communication and Media Server Implementation	
3	Commvault backup software planning, design, and implementation	
4	Commvault training	
5	Project Management	

6.2.4 Implementation of the contract will be governed using the Departments governance framework.

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

TECHNICAL MANDATORY REQUIREMENTS	Substantiating evidence of compliance (used to evaluate bid)	Evidence reference (to be completed by bidder)
(1) BIDDER CERTIFICATION / AFFILIATION REQUIREMENTS	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.	<provide unique reference to locate substantiating evidence in the

TECHNICAL MANDATORY REQUIREMENTS	Substantiating evidence of compliance (used to evaluate bid)	Evidence reference (to be completed by bidder)
(a) The bidder must be accredited as reseller with the OEM/OSM for the product.	NOTE: DOJ&CD reserves the right to verify the information provided.	bid response – see Annex B, section 10.1>
(2) CERTIFIED TECHNICAL SOLUTION a) The bidder must provide a solution that is an OEM certified technical solution.	NOTE: DOJ&CD reserves the right to verify the information provided.	Bidder must provide a letter from the OEM

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>		

7 SPECIAL CONDITIONS OF CONTRACT (SCC)

7.1 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.

7.2 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 laptop computer 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.

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 – N/A

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
OEM Warranty (both off-site and on-site)	1Hr	8Hrs	95% threshold must be met	10% of monthly support cost 1% of monthly support cost for non-response
Delivery of equipment (batch 1 – 1/3 rd)	N/A	8 weeks from the date of signing acceptance of letter of award.	100% threshold must be met	5% of total hardware cost
Asset Information	N/A	1 week after Delivery	100% CMDB Accuracy	5% of total Project Management 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 07h30 – 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

The bidder must provide Maintenance and Support for the supplied infrastructure.

Term: 5 Years

Availability: 24x7, including weekends and public holidays

SLA: 4 Hour Response on-site.

The infrastructure must be supplied and configured with software that provides automated call logging with the OEM.

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 REGULATORY, QUALITY AND STANDARDS

N/A

7.2.10 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.

7.2.11 CONFIDENTIALITY AND NON-DISCLOSURE CONDITIONS

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

7.2.11.2 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;

7.2.11.3 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;

7.2.11.4 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;

7.2.11.5 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.

7.2.12 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.

7.2.13 INTELLECTUAL PROPERTY RIGHTS

7.2.13.1 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.

7.2.13.2 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.

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

7.2.13.4 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.

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

7.2.14 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.		
<p>Comments by bidder: Provide reason and proposal for each of the conditions not accepted as per the format: Condition Reference: Reason: 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 B-BBEE) 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 B-BBEE) 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**, 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	R19.04
1 Euro	R20.32
1 Pound	R23.62

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 A5.1**) 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
(1) The bidder declares to ACCEPT ALL the Costing and Pricing conditions as specified in annexure A5.1 above by indicating with an "X" in the "ACCEPT ALL" column, or		
(2) The bidder declares to NOT ACCEPT ALL the Costing and Pricing Conditions as specified in annexure A5.1 above by -		
(a) Indicating with an "X" in the "DO NOT ACCEPT ALL" column, and;		

	ACCEPT ALL	DO NOT ACCEPT ALL
(b) Provide reason and proposal for each of the condition not accepted.		
Comments by bidder: Provide the condition reference, the reasons for not accepting the condition.		

ANNEX A.3: ADDENDUM A:

Annexure	Description
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Annexure A5.1 Bid Specification Price Schedule

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

Document Name:

AnnexureA5.1 SBD3 Pricing Schedule

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ANNEX B: BIDDER SUBSTANTIATING EVIDENCE

9 MANDATORY REQUIREMENT EVIDENCE

9.2 BIDDER CERTIFICATION / AFFILIATION REQUIREMENTS

Attach OEM/OSM registration documentation (valid certificate, license or membership card) here.

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