



the doj & cd

Department:
Justice and Constitutional Development
REPUBLIC OF SOUTH AFRICA

REQUEST FOR QOUTAION (RFQ)

THE DEPARTMENT OF JUSTICE AND CONSTITUTIONAL DEVELOPMENT INVITES ALL INTERESTED PARTIES TO SUBMIT QOUTATIONS FOR REQUIREMENTS AS STIPULATED BELOW:

DOCUMENT NUMBER:	RFQ 07/11/2025 NSI
RFQ ISSUE DATE:	07 November 2025
NON-COMPULSORY VIRTUAL BRIEFING SESSION	N/A
RFB CLOSING DATE AND TIME:	12 November 2025 at 11H00
RFQ VALIDITY PERIOD:	60 days
DESCRIPTION:	SUPPLY OF EQUIPMENT, RENDER REPAIR SERVICES, MAINTENANCE AND PROVISION OF CONTROL ROOM OPERATORS FOR NATIONAL SECURITY INFRASTRUCTURE FOR THE DEPARTMENT OF JUSTICE AND CONSTITUTIONAL DEVELOPMENT FOR A PERIOD OF 6 MONTHS IN THE SUPERIOR AND LOWER COURTS AS WELL AS AT NATIONAL OFFICES (SALU BUILDING OR ANY OTHER BUILDING THAT CAN BE IDENTIFIED AS THE NATIONAL CONTROL ROOM CENTRE AND MOMENTUM BUILDING).
PERIOD:	SIX (06) MONTHS
RESPONSES TO THIS RFQ MUST BE FORWARDED TO:	BID RESPONSE MUST BE SUBMITTED VIA EMAIL TO RFQ.SCM@justice.gov.za



INTRODUCTION

1. PURPOSE AND BACKGROUND

1.1. PURPOSE

The purpose of this RFQ is to invite suitably qualified Service Providers (hereinafter referred to as “bidders”) to submit bids for the supply of equipment, render repair services, maintenance and provision of control room operators for National Security Infrastructure for the Department of Justice and Constitutional Development for a period of 6 months in the Superior and Lower Courts as well as at National Offices (SALU Building or any other building that can be identified as the National Control room centre and Momentum Building).

The successful bidder will be responsible to manage Control Room Operators housed at all DoJ & CD offices and service delivery points.

1.2. BACKGROUND

1.2.1. The Department of Justice and Constitutional Development (DoJ&CD) is a customer-centred government Department that is mandated to uphold and protect the Constitution and the Rule of Law. This bid further seeks to provide a safe and secure environment for members of the public, employees and Justice related stakeholders by providing a functional National Security Infrastructure on identified sites across the country. **(See Annexure A and A1).**

1.2.2. Due to the high risks associated with court operations (e.g. theft, possible escapes, violence, etc.) it is important for the Department that the existing security infrastructure be serviced, maintained and supported.

1.2.3. The Department has 105 offices across the country, including National Office (SALU Building or any other building that can be identified as the National Control room centre), where the security infrastructure has been deployed. At the court houses, the system is operated on a twelve-hour shift, viz. 06:00 to 18:00 (excluding weekends and public holidays) through the control room operators whilst at National Office (SALU Building or any other building that can be identified as the National Control room centre) the system is operated on a 24 hour basis (inclusive of weekends and public holidays).

- 1.2.4. The infrastructure requires regular service, maintenance, and support. Each site (e.g. a court) has a control room with operators managing and controlling the security infrastructure.
- 1.2.5. Each courthouse is inter-connected via a Fibre Virtual Private Network (VPN) cloud to the National Control Room at National Office (SALU Building or any other building that can be identified as the National Control room centre).
- 1.2.6. Within each Province, Provincial Security Managers (PSM) may be able to view and monitor identified sites remotely through a mobile device, subject to availability of suitable devices and network connectivity.
- 1.2.7. National Office (SALU Building or any other building that can be identified as the National Control Room Centre) monitors and controls all the identified sites across the country.

2. SCOPE OF BID

2.1. SCOPE OF WORK

2.1.1. THE SCOPE OF THIS BID WILL COVER:

The supply of equipment, render repairs and services, maintenance, support, and provision of control room operators at one hundred and five (105) sites including National Office (SALU Building or any other building that can be identified as the National Control room centre) in servicing, maintaining and supporting the surveillance and access control systems in the following environments:

- 2.1.1.1. Local Level (Court) – defined as all courts where the service, maintenance and support services must be provided.
- 2.1.1.2. Regional Level (Provincial Security Managers) – which is limited to viewing and monitoring identified sites remotely through a mobile device.
- 2.1.1.3. National Level (National Office: SALU or any other building that can be identified as the National Control room centre and Momentum Building) – defined as the central monitoring centre where service, maintenance and support must be provided, including the centralized control, monitoring, and management of the entire National Security Infrastructure system (105 sites).
- 2.1.1.4. The bidder must provide fixed price.

2.1.2. THE SCOPE OF THIS BID WILL ALSO COVER THE FOLLOWING.

- 2.1.2.1. Digital readiness.
- 2.1.2.2. Data governance e.g. POPIA, Secure logon policy, Password policy, information classification and handling policy, Internet policy, remotely access and access control policy.
- 2.1.2.3. Digital Audit (System Health Check) e.g. validation of functionality of installed electronic systems.
- 2.1.2.4. Break-fix services.
- 2.1.2.5. Ad-hoc services.
- 2.1.2.6. Service delivery management.
- 2.1.2.7. Real-time monitoring and reporting.
- 2.1.2.8. Testing the physical security software and hardware platform system (health-checks);
- 2.1.2.9. Documentation upkeep.
- 2.1.2.10. Operator training and support.
- 2.1.2.11. Recordings.
- 2.1.2.12. Transitioning - IN and transitioning - OUT services (Project initiative and Project closure).
- 2.1.2.13. Incident detection, reporting and Management.
- 2.1.2.14. Risk Management and Assessment e.g. Cyber security, Operational, Reputational, Financial Risk etc.
- 2.1.2.15. Business continuity planning e.g. Disaster Recovery Plan.
- 2.1.2.16. Adopting a Zero Trust Architecture e.g., Continuous.

2.1.3. IN ADDITION, THE SUCCESSFUL BIDDER WILL BE EXPECTED TO

Provide Service, Maintenance and Support to 105 sites including National Office within the existing security infrastructure by providing amongst others the following services.

- 2.1.3.1. The successful Bidder(s) will be responsible for the repair and/or replacement of non-functioning equipment at each site.
- 2.1.3.2. The successful Bidder(s) will be responsible for the hardware and software integration to ensure optimal functioning of and with all operating systems.
- 2.1.3.3. The successful Bidder(s) will be responsible for regular daily backups and 60-day secure storage.
- 2.1.3.4. The Bidder(s) will be responsible for regular testing to ensure that the Security Control System is functional, communicating between sub-systems and server room back-end infrastructure, and successful transferring of camera images.
- 2.1.3.5. The Bidder will provide technical support on a site at least once a week (Monday to Friday) excluding public holidays and weekends). The bidder(s) will also provide technical support as and when is necessary (e.g. when there is an emergency)

- 2.1.3.6. The Bidder must operate and manage control rooms on a 12 hour (06:00 to 18:00) full time basis at a court site (excluding weekends and public holidays).
- 2.1.3.7. The bidder must provide a twenty-four (24) hour service, maintenance, and technical support at National Office (SALU Building or any other building that can be identified as the National Control room centre), (including weekends and public holidays), including the management of control room operations.
- 2.1.3.8. The bidder must service and maintain equipment or components according to the technical specifications of the original equipment manufacturer as and when required.
- 2.1.3.9. The Bidder must ensure the system remain operational at all identified sites on a twenty-four (24) hour basis, seven days per week (365 days per year).
- 2.1.3.10. The bidder must provide Preventative, Client and User Maintenance as prescribed by the original equipment manufacturer on e.g. Monthly/quarterly/annually.
- 2.1.3.11. The bidder must provide Corrective Maintenance as prescribed by the original equipment manufacturer as per the Minimum Service Level Standards.
- 2.1.3.12. The Bidder must upgrade, configure, and maintain Software and Licences as and when required.
- 2.1.3.13. The Bidder must manage risks, incidents, threats, and events as and when they occur.
- 2.1.3.14. The bidder must attend to service requests as per Service Level Agreement (SLA) requirements.
- 2.1.3.15. The bidder must manage security changes, releases, and deployments in line with the Department's change management processes.
- 2.1.3.16. The bidder must engage and communicate between all the bidder's technical teams, Departmental representatives, and other stakeholders.
- 2.1.3.17. The bidder must provide monthly technical reports on the status and performance of the security system per site.
- 2.1.3.18. The bidder must provide on the job training to employees of the Department on the security system as part of skills transfer (at no additional cost to the Department).
- 2.1.3.19. The bidder will be required to sign a thirty-six (36) months service, support, and maintenance Service Level Agreement (SLA) with the Department.

2.1.4. DELIVERABLES:

- 2.1.4.1. Provide Corrective, Preventative maintenance and support services in order to ensure the continuous functioning of the following security systems and Sub-components as listed in **Annexure B**
- 2.1.4.2. Provide certified and accredited control room operators with Private Security Industry Regulatory Authority (PSIRA) Grade C, as and when required.
- 2.1.4.3. Provide monthly technical reports on status and performance of the system.

- 2.1.4.4. Establish a Call Centre to manage and report on all Service Requests logged.
- 2.1.4.5. Present the company's Service Execution Plan.
- 2.1.4.6. Conduct a quarterly site assessment at their own expense and provide a baseline report within a period of seven days, after a quarter has ended.

2.2. DELIVERY ADDRESS

Please see Annexure A and A1 for the entire list of where services are required.

2.3. CUSTOMER INFRASTRUCTURE AND ENVIRONMENT REQUIREMENTS

- 2.3.1. The successful bidder will have limited and controlled access to facilities such as the following:
- 2.3.2. Guard Huts/Rooms (where available).
- 2.3.3. Toilet Facilities.
- 2.3.4. Control room; and
- 2.3.5. Reception counter and
- 2.3.6. Electricity

3. REQUIREMENTS

3.1. PRODUCT/ SERVICE / SOLUTION REQUIREMENTS

3.1.1. HUMAN RESOURCES REQUIREMENTS

3.1.1.1. The provincial administration will be made up of the following minimum human resources.

- 3.1.1.1.1. Provincial Operation Manager x 1, must have a minimum PSIRA Grade B.
- 3.1.1.1.2. Administrative staff x 2
- 3.1.1.1.3. Senior Certified Technician x 1

3.1.1.2. The successful bidder will be required to provide the following minimum resources at 105 sites including SALU Building and / or any other building that may be identified as Control Room Centre (as a site).

- 3.1.1.2.1. Control Room Supervisor -1 per province.
- 3.1.1.2.2. Control Room Operators - minimum of 2 per site depending on the number of security equipment installed.
- 3.1.1.2.3. Certified Technicians - minimum of 2 per province depending on the number of sites installed with national security infrastructure and distances between the sites.

3.1.1.3. The successful bidder will be further required to provide the following minimum resources at SALU Building and / or any other building that may be identified as the National Control Room Centre.

3.1.1.3.1 Control Room Supervisor - X1

3.1.1.3.2. Control Room Operators - X 2

3.2. The table below stipulates the levels for service, maintenance, and support. Targets and penalties will apply for each key service. A maximum penalty of 30% per month will be applied when levying penalties for non-performance for each service.

If the 30% threshold is exceeded for 3 months within a 6-month period; the department must institute a dispute on the contract.

MAINTENANCE AND SUPPORT - MINIMUM SERVICE LEVEL STANDARDS				
Service	Mean Time to Respond (<i>from the time the call is logged</i>)	Mean Time to Resolve (<i>from the time the call is logged</i>)	Target	Penalty
Regulatory compliance	n/a	Monthly compliance reporting within 3 days after the start of each month	100% Compliance	10%
Digital readiness.	n/a	Resolution of availability issues within 8 hours. 24 hours to resolve capacity issues (license, user registration, etc.)	100% Uptime	10% for affected sites
Data governance	1 hour	4 hours to provide the data.	100% Uptime	5%

MAINTENANCE AND SUPPORT - MINIMUM SERVICE LEVEL STANDARDS

Service	Mean Time to Respond (from the time the call is logged)	Mean Time to Resolve (from the time the call is logged)	Target	Penalty
Digital Audit.	N/A	Bi-annually	100% health check reports	5%
Break-fix	2 hours	4 hours	95% of all incidents logged per month	10% of monthly maintenance and support costs
Ad-hoc	2 hours	8 hours	95% of all service requests logged per month	10% monthly maintenance and support costs
Service Delivery Management	n/a	n/a	100% of all standard reports provided within the predefined timeframes	5% of monthly maintenance and support costs
	n/a	n/a	95% of all ad-hoc reports provided within stipulated	
Incident Management	2 hours (severity 1)	4 continuous hours (locally sourced)	95% of all incidents logged per month	5% of Maintenance and Support Costs
	4 hours (severity 2)	14 working days upon receipt of the approved	95% of all incidents logged per month	10% of Maintenance and

MAINTENANCE AND SUPPORT - MINIMUM SERVICE LEVEL STANDARDS

Service	Mean Time to Respond (from the time the call is logged)	Mean Time to Resolve (from the time the call is logged)	Target	Penalty
		requisition (OEM-foreign sourced)		Support Costs
System health-checks	n/a	n/a	95% of all health checks on a weekly basis	5% of Maintenance and Support Costs
Operator Training (new and refresher)	n/a	n/a	95% of all training provided within a month of assumption of duty	5% of Maintenance and Support Costs
Recordings	2 hours	4 hours	100% of all requests for recording retrievals	10% of Maintenance and Support Costs
Document Upkeep	n/a	n/a	Availability 100% of all documents certified monthly Submit by 7 th day of the following month	2% of Maintenance and Support Costs
Reporting	n/a	n/a	Weekly and Monthly operational and Quarterly risk assessments reports	5% of Maintenance and Support Costs

MAINTENANCE AND SUPPORT - MINIMUM SERVICE LEVEL STANDARDS

Service	Mean Time to Respond (from the time the call is logged)	Mean Time to Resolve (from the time the call is logged)	Target	Penalty
Transition-in	1 day	10 days	Detailed Plan issued within SLA timeframes	5% of the Transitioning-In services amount.
	n/a	Within 1 month of the signing of the contract award (Letter of Award)	100% of Transitioning-In services implemented in line with the approved plan.	15% of the Transitioning-In services amount.
Transition-out	1 day	10 days	Detailed Execution Plan issued within SLA timeframes	30% of the Transitioning-Out services amount.
	n/a	Within 1 month before the end of the contract termination date	100% of Transitioning-out services implemented in line with the approved plan.	30% of the Transitioning-Out services amount.

3.3. SERVICE LEVEL SCHEDULE

The Department will institute penalties against the bidder for non-compliance on various services as indicated on the below table and referenced as per attached Annexure H.

Service Level Schedule	Service Level	Remedial Actions/Time Frames	No. of Transgression	Penalties per site(s) affected.
Control Room Operators	1. Monitor all areas on the site with supplied surveillance equipment and ensure site is functional as per clients Service Level Agreement	Register the transgression with the Court Manager and or Provincial Security Manager and National Office	All	Issue Warning & Credit Note after 4 hours lapse of the registered transgression (fine R350 per transgression for

Service Level Schedule	Service Level	Remedial Actions/Time Frames	No. of Transgression	Penalties per site(s) affected.
		Director Security Management		every 4 hours thereafter)
	3. Provide service by observing all software systems within the Control Room Environment in an efficient manner ensuring that all work undertaken in compliance with the operating procedures.	Register the transgression with the Court Manager or Provincial Security Manager and National Office Director Security Management	All	Issue Warning& Credit Note after 4 hours lapse of the registered transgression (fine R350 per transgression for every 4 hours thereafter)
	3. Operate CCTV and Access Control Systems by ensuring that access is granted to authorised personnel while protecting the assets and material of the entire client's environment	Register the transgression with the Court Manager or Provincial Security Manager and National Office Director Security Management	All	Issue Warning& Credit Note after 4 hours lapse of the registered transgression (fine R200 per incident and Civil claim occurred thereof)
Control Room Operators and Technician	4. Report all incidents/ Action to Court Manager, and relevant Supervisors in the region and complete Occurrence Book/ Incident Report	Immediately register the incident with the Court Manager or Provincial Security Manager and National Office Director Security Management	All	Warning& Credit Note (fine R500 per incident)
Control Room Operators	5. Effectively monitors using the viewing screens and takes immediate action and notify the relevant security teams as appropriate to the events scene	Immediately register the incident with the Court Manager or Provincial Security Manager and National Office Director Security Management	All	Warning& Credit Note (fine R250.00 per incident)

Service Level Schedule	Service Level	Remedial Actions/Time Frames	No. of Transgression	Penalties per site(s) affected.
		Also report all incidents to the Provincial Security Manager in writing and be captured in monthly Report		
Control Room Operators	6. Failure to communicate with Patrolling security officers to attend incidents detected and helps coordinate situations with the supervisor.	Immediately register the incident with the Court Manager or Provincial Security Manager and National Office Director Security Management Also report all incidents to the Provincial Security Manager in writing and be captured in monthly Report.	All	Warning& Credit Note (fine R250.00 per incident)
Control Room Operators	7. No Valid company Identity cards	Immediately	All	Warning& Credit Note (fine R70 per shift per controller per day)
Control Room Operators and Technician	8. No Uniform	Report to the Provincial Security Manager and Court Manager Immediately	All	Warning& Credit Note (fine R250 per shift per controller or Technician)
Control Room Operators	9. Short Posting of Control Room Operators or deserting posts	Report to the Provincial Security Manager and Court Manager Immediately	All	Warning& Credit Note (fine R1000 per shift per Control Room Operator)
Control Room Operators	10. Strikes or not reporting on duty	Report to the Provincial Security Manager and Court Manager	All	Warning& Credit Note 20% of the total value of the invoice for the affected office or site.

Service Level Schedule	Service Level	Remedial Actions/Time Frames	No. of Transgression	Penalties per site(s) affected.
		Immediately		
Control Room Operators and Technician	11. Sleeping/Intoxication on Duty	Immediately	All	Warning & Credit Note (fine R700 per Shift per Control Room Operator or Technician)
Technical Support for Security Equipment	12. Operators to inform Technical Support Team as and when necessary, about full functionality and non-functionality of the equipment among others listed below to maintain business continuity: Security System Component 1. CCTV Cameras 2. Access Control Doors 3. Digital Video Recorders/ or Network Video Recorders 4. Turnstiles 5. Fingerprint Biometrics 6. UPS 7. Automated Gate Motors 8. Software (CCTV, Access Control & Intercoms) Card Reader, etc. 9. Workstations Servers 10. Intercoms	Immediately Report full functionality and non-functionality of the equipment. to the Regional Coordinator, Provincial Security Manager and affected Head of Office	All	Warning & Credit Note (fine R500 per day, per occurrence)
Control Room Operators	13. Lack of Security relevant equipment or registers on site.	48 Hours	All	Warning & Credit Note (fine R500 per day)
Technical Support Team	14. Non – Compliance with the Occupational Health and Safety Act and other relevant Regulations applicable to the services rendered or goods delivered	Immediately	All	Warning & Credit Note (fine R1000 per incident) 100% liable for all civil claims that comes as the result of Non – Compliance with the Occupational Health and Safety Act thereof

Service Level Schedule	Service Level	Remedial Actions/Time Frames	No. of Transgression	Penalties per site(s) affected.
Service & Maintenance of Security Equipment	15. Carries out regular equipment checks, resolve and report all equipment failures to the relevant Court /Offices	48 Hours Report Challenges to relevant structures.	All	Warning & Credit Note after the time frames (fine R500 per every 48 hours thereafter)
Control Room Operators	17. Control room Operator(s) (Not Qualified / Not Trained)	Immediate removal of untrained/ unqualified Control Room Operators	All	Warning & Credit Note (fine R500 per incident)
Control Room Operators	18. Control room Operator(s) (Late on duty)	Implement hourly wage penalty	All	Warning & Credit Note (fine R350 per incident)
Means of communication	19. Base Radio / PTT	Immediately upon appointment	All	Warning & Credit Note (fine R350 per incident)
Regulatory compliance	20. PSIRA Card(s)	Provide evidence for good standing with the PSIRA	All	Warning & Credit Note (fine R100 per incident)
System maintenance and support	21. Systems Out of Order	Logging of calls and following the relevant process for approval	All	Warning
Maintenance and support	21. Failure to provide maintenance and technical support as per contract	Implement penalties and provide contingency plans to avoid future recurrence	All	Warning & Credit Note (fine R1000 per incident)
Network Connectivity	22. Virtual Private Network Connectivity (SALU Building Pretoria)	Immediately after appointment	All	Warning & Credit Note (fine R1000 per incident)
Logged calls	23. Failure to resolve approved logged calls	Implement penalties and provide contingency plans to avoid future recurrence	All	Warning & Credit Note 5% of the total value of the invoice for the affected office or site.
Supply of equipments	24. Equipment(s) not supplied on a regular basis	Immediate supply of equipment	All	Warning & Credit Note 25% of the total value of the invoice for the affected office or site.

Service Level Schedule	Service Level	Remedial Actions/Time Frames	No. of Transgression	Penalties per site(s) affected.
Rendered satisfactorily services	25. Service(s) not rendered satisfactorily	Immediately comply all the times as per SLA	All	Warning & Credit Note 20% of the total value of the invoice for the affected office or site.
Risk Assessment	26. Failure to Conduct Quarterly Risk Assessment	Conduct quarterly assessment and submit the outstanding reports within one week of the following quarter.	All	Warning & Credit Note 20% of the total value of the invoice for the affected office or site.

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	Special Conditions of Contract verification	YES
Stage 4	Price / B-BBEE evaluation	YES

ANNEX A.1: ADMINISTRATIVE PRE-QUALIFICATION

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

- (1) **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).

ANNEX A.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) 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 Department, the bid response will be disqualified
- (3) 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”.
- (4) 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”.
- (5) The bidder **must comply with ALL the TECHNICAL MANDATORY REQUIREMENTS** for the bid to proceed to the next stage of the evaluation.
- (6) **No URL references or links will be accepted as evidence.**

6.2. TECHNICAL MANDATORY REQUIREMENTS

TECHNICAL MANDATORY REQUIREMENTS		Substantiating evidence of compliance <i>(used to evaluate bid)</i>	Evidence reference <i>(to be completed by bidder)</i>
6.2.1.	Valid Private Security Industry Regulatory Authority Certificate in the name of the Company and/or Close Corporation as per Industry Circular dated 10 March 2015 issued by the Private Security Industry Regulatory Authority effective from 1 December 2014	The bidder must submit Certified copy of PSIRA Certificate in the name of the Company). NB: In an instance the main bidder is entering into a partnership / Joint Venture agreement or subcontracting any work to another bidder, the partner or	<provide unique reference to locate substantiating evidence in the bid response – see Annex B, 9.2>

TECHNICAL MANDATORY REQUIREMENTS		Substantiating evidence of compliance <i>(used to evaluate bid)</i>	Evidence reference <i>(to be completed by bidder)</i>
		<p>subcontractor must also attach an original certified copy of the valid PSIRA certificate in line with the industry circular as per above.</p> <p>Failure to fully comply with this requirement, bidder(s) will be disqualified from the evaluation process.</p>	
6.2.2.	Letter of Good Standing: Recent Letter of good standing not older than six months from Private Security Industry Regulatory Authority (PSIRA) in the name of the Company and/or Close Corporation.	The bidder must submit certified copy of Letter of Good Standing	
6.2.3.	Valid Private Security Industry Regulatory Authority Certificate in the name of all Directors of the Company and/or Close Corporation as per Industry Circular dated 10 March 2015 issued by the Private Security Industry Regulatory Authority effective from 1 December 2014	<p>The bidder must submit Certified copy of PSIRA Certificate of all Directors of the Company).</p> <p>NB: In an instance the main bidder is entering into a partnership / Joint Venture agreement or subcontracting any work to another bidder, the partner or subcontractor must also attach an original certified copy of the valid PSIRA certificate in line with the industry circular as per above.</p> <p>Failure to fully comply with this requirement, bidder(s) will be disqualified from the evaluation process.</p>	

TECHNICAL MANDATORY REQUIREMENTS		Substantiating evidence of compliance <i>(used to evaluate bid)</i>	Evidence reference <i>(to be completed by bidder)</i>
6.2.4.	Resource's Competency Certificates:		
6.2.4.1.	Information technology related certificate at a minimum of National Qualification Framework (NQF) level 5 issued by an accredited institution for 1 x Resource under the employment of the bidder.	The bidder must submit certified copy of qualifications. Should the resource be in possession of foreign qualification(s), such must be accompanied by an evaluation certificate obtained from the South African Qualifications Authority to confirm the appropriate NQF level.	
6.2.4.2.	Provide proof of qualifications of IT at the managerial level. Technician in electronics with a trade test certificate or computer engineering issued by an accredited institution for 1x Resource under the employment or management of the bidder.	The bidder must provide certified copy of IT qualification at managerial level. The bidder must submit certified copy of trade test certificate.	
6.2.4.3.	CCTV and Access Control system technician/ installer certificate issued by an accredited institution for 1 x resource under the employment or management of the bidder.	The bidder must submit certified copy of qualifications. Should the resource be in possession of foreign qualification(s), such must be accompanied by an evaluation certificate obtained from the South African Qualifications Authority to confirm the appropriate NQF level.	
6.2.5.	Good Standing from Workman's Compensation Commissioner (COIDA): Valid letter of good standing from Workman's Compensation Commissioner in the name of the Company and/or Close Corporation.	The bidder must submit certified copy of the valid and recent letter of good standing. NB: In an instance the main bidder is entering into a partnership / Joint Venture	

TECHNICAL MANDATORY REQUIREMENTS		Substantiating evidence of compliance <i>(used to evaluate bid)</i>	Evidence reference <i>(to be completed by bidder)</i>
		<p>agreement or subcontracting any work to another bidder, the partner or subcontractor must also submit certified copy of the valid and recent letter of good standing.</p> <p>Failure to fully comply with this requirement, bidder(s) will be disqualified from the evaluation process.</p>	
6.2.6.	<p>Valid Unemployment Insurance Fund U.I.F: Valid Unemployment Insurance Fund (U.I.F.) registration Certificate in the name of the Company and/or Close Corporation</p>	<p>The bidder must submit certified copy of valid and recent UIF registration Certificate.</p> <p>NB: In an instance the main bidder is entering into a partnership / Joint Venture agreement or subcontracting any work to another bidder, the partner or subcontractor must submit certified copy of valid and recent UIF registration Certificate.</p> <p>Failure to fully comply with this requirement, bidder(s) will be disqualified from the evaluation process.</p>	
6.2.7.	<p>Principal Agreements: The bidder must submit a signed agreement with the reputable supplier of security systems equipment. The agreement shall be valid as from the time of bidding. In the event where a bidder is awarded the bid, the bidder shall ensure that such agreements remain valid for the duration of the contract.</p>	<p>The bidder must submit proof of agreement as failure to attach a signed agreement shall lead to disqualification.</p>	

TECHNICAL MANDATORY REQUIREMENTS	Substantiating evidence of compliance <i>(used to evaluate bid)</i>	Evidence reference <i>(to be completed by bidder)</i>
The Department reserves the right to validate the authenticity of such agreements, during the evaluation or contract period, in any form deemed necessary.		

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"> (c) The bid complies with each, and every TECHNICAL MANDATORY REQUIREMENT as specified in SECTION 6.2 above; AND (d) Each and every requirement specification is substantiated by evidence as proof of compliance. 		

8. SPECIAL CONDITIONS OF CONTRACT

8.1. INSTRUCTION

- (1) The successful bidder 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 bidder. 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) If 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 a formal written Contract (Agreement) with DOJ&CD).
- (b) **Right of Award.** DOJ&CD reserves the right to
 - i. Award the contract for required goods or services to multiple Suppliers or
 - ii. Not award at all, without being responsible for any costs incurred by the prospective bidders in preparations of responses to this bid.
- (c) **Right to Audit.** DOJ&CD reserves the right, before entering 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 ability or technical capability to provide the goods and services as required by this tender.
- (d) **Right to Conduct Security Background Checks.** DOJ&CD reserves the right to conduct Security background checks in respect of the selected bidder, their directors and staff.

- (e) **Security Clearances and Non-Disclosure Agreements:** Employees and subcontractors of the successful bidder may be required to be in possession of valid security clearances to the level determined by SSA and/or the Department 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, during or after the contracting phase.

The successful bidder will ensure that all its resources involved in the execution of the contract will obtain SAPS clearance certificate before the end of Transition-In period. The Department reserves the right to request such clearance when deemed necessary.

- (f) **The bidder will ensure that all its resources involved in the execution of the contract will sign non-disclosure agreements before commencement of contract and shall abide thereby.**
- (g) **Service Level Agreements.** The DOJ&CD will enter into a Service Level Agreement with the successful bidder within 90 days from the date of acceptance of the letter of award or at a date agreed upon.
- (h) **Penalties:**

Should the bidder fail to perform any or all the service(s) within the agreed timeframes, the Department has the right, without prejudice to its other remedies under the contract, to deduct from the amounts payable, as a penalty, a sum calculated on the percentage under the penalty column levied against the costs or value for non-performance of a particular service definition.

Should the bidder fail to safeguard the data the Department reserves the right to penalise the bidder 5% of the whole contract for the period under review.

The bidder will not be entitled to any service credits should the service be delivered within or ahead of target timeframes.

No penalties will be imposed against the bidder in instances where due dates are not met because of services that fall outside the scope of the contract with the bidder.

The enforcement of a penalty does not exempt the bidder from resolving a problem nor does it stop the repetitive levying of the penalty at the stipulated percentage value of a particular service level. The penalty shall be enforced for subsequent periods of 6 months non-performance until resolved.

A maximum penalty principle will be applied when levying penalties for non-performance on the part of the bidder. Refer to the minimum service level standards section for maximum penalty conditions.

Service dispute resolution processes may be triggered due to consistent non-performance on the part of the bidder. During a service dispute, the bidder shall continue to render services in accordance with the service levels. In instances where a service dispute arises, the Department undertakes to pay such invoices which are not the subject of the service dispute.

The Department reserves the right to deduct any penalty amount due, from the next invoice, irrespective of the service to which the penalty applies to.

Notwithstanding the, and without prejudice to any other rights, the Department reserves the right to enter dispute resolution process at any point in time with the view of contract cancellation.

- (i) **Enforcement of Provisions:** Failure or neglect by either party to (at any time) enforce any of the provisions of this bid shall not, in any manner, be construed to be a waiver of any of that party's rights in that regard and in terms of this bid. Such failure or neglect shall not, in any manner, affect the continued, unaltered validity of this bid, or prejudice the right of that party to institute subsequent action.
- (j) **Ability to deliver services / products to any office in the RSA:** The successful bidder shall be required to render maintenance and support services to any office in the RSA. The bidder confirms that, for the duration of the contract, the bidder will have adequate technical competency to meet all the functional requirements and service level standards.
- (k) The Department reserves the right to relocate the Central Control Room or any allocated site within the service list during the contract duration, to any other building (National Office or affected site).
- (l) **Training of Users.** The successful bidder will be required to provide training and support to the control room operators, in house security personnel and technicians during the period of the contract and in the event of new equipment and software, after installation of such a system. The bidder must provide training bi-annually.

The bidder must issue the certificate of attendance and certificate of competency after training.

- (m) **Right of Termination of Contract.** DOJ&CD reserves the right to terminate the contract immediately should the successful bidder no longer qualifies as a service provider in terms of the Private Security Industry Regulation Act, 2001 (Act 56 of 2001) or CIPRO, Regulatory.
- (n) **Equipment Warranty.** The successful bidder must provide the warranty in case of new Equipment and the maintenance plan after the expiry of the warranty period.

- (o) **Comprehensive list of Audited Equipment:** The Successful bidder shall be required to provide a list of all audited equipment in an electronic format and template prescribed by the Department and conduct system assessment within a period of 90 working days of award. The minimum Information that the bidder may be required to provide include the following: Asset serial number, asset tag number (where applicable), asset description name, exact location of the asset, condition etc.
- (p) **Replacement of Hardware.** All additional or replacement of faulty hardware thereof, must be quoted in South African Rand (ZAR). Hardware to be replaced pertaining to this contract will be in the name of the Department and will be owned by the Department after the devices have been paid for in full, and same shall be retained by the Department at the end of the contract. Participating courts may access and utilize the services provided under this contract using their respective operational budgets. However, the total expenditure incurred by any individual court under this contract shall not exceed 10% of its allocated budget for the duration of the contract. It remains the responsibility of each court to ensure compliance with this threshold and to manage its procurement activities accordingly.
- (q) Budget utilization by participating courts within provinces must be managed and monitored through the office of the Provincial Security Manager. This ensures accountability, proper allocation of resources, and compliance with financial governance requirements.
- (r) **Site Take Over and Hand Over.** The successful bidder must have the capability to:
- i. Take over sites within a month of the contract award. The bidder must conduct site assessments of the Department within a month from taking over. The assessment must include any risks, deficiencies, and recommendations.
 - ii. The bidder must provide a methodology on how the site take- over assessment will be done.
 - iii. The bidder whose term of Contract has lapsed shall compile a Hand Over Report to be submitted to the DOJ & CD representative on the last day of the month of the service period.
- (s) **Working Hours:** The successful bidder must ensure that the required technical resources are available on site as per the Department's working hours, as failure to do so due to absenteeism shall be subjected to penalties. The Departmental working hours are as follows:
- i. Control room operators at court level, from Monday to Friday (excluding public holidays and weekends): 06:00 to 18:00

- ii. Control room operators at SALU Building: Pretoria and / or any other building that may be identified as Control Room Centres the National Control Room Centre, from Monday to Sunday (including public holidays): 24 hours.
 - iii. Night shift at the National Control Room Centre shall be from 18:00 to 06:00.
- (t) **After Hours Working:** Where required, the bidder may be expected to render services after hours at no additional cost to the Department.
- (u) **Resources Certification:** The bidder's assigned resources must be:
- i. Certified in line with the functional requirements grade C for control room operators and grade B for supervisors.
 - ii. Where specific certification is required (e.g. for OEM warranty purposes and SABS standards), that such resources will be certified accordingly. The Department reserves the right to request proof of such certification within specified timeframes, as part of compliance to the certification requirements. If the bidder's resource is found not to be adequately certified, the bidder undertakes to provide the certified resource within a period of one month. All necessary training for the (bidder's) resources (e.g. software version upgrades, existing technology upgrades) shall be at the bidder's own cost.
- (v) **On Site Resources:** All the bidder's onsite resources will be located on a full-time basis at National Office and service points (courts).
- (w) **The Department reserves the right to:** instruct the bidder to change its onsite resources in the event of unsatisfactory performance, within a period of 30 days.
- (x) **Security Applications:** The bidder's technicians must be able to work on the following Security Applications: ImproNet; Softcon; TrustMaster; Sacs (Saflex Access Control System); Surveon; Bosch; Milestone; Hikvision; HID and ZKTeco.
- (y) **Use of Telephone Lines for Personal Calls:** by the bidder's resources shall be at the account of the bidder.
- (z) The bidder must provide mobile phone and 2-way radio.
- (aa) **Use of Telephone Lines for Personal Calls:** the usage on Departmental lines must be for official use only.
- (bb) **Copyright and Intellectual Property:**

All copyright and Intellectual Property herein vests with DOJ&CD. No part of the contents may be used, copied, disclosed, or conveyed in whole or in part to any party in any manner whatsoever other than for preparing a proposal in response to this Bid, without prior written permission from the DOJ&CD.

All deliverables (e.g. documents) produced out of the contract will remain the sole intellectual and copyright property of the Department and will only carry the brand (corporate identity) of the Department. No co-branding will be allowed.

(cc) **Attachments to processing of payments.**

The bidder must attach proof of good standing with the following:

Provident fund

UIF

COIDA

PSIRA

(dd) The bidder will also be expected to provide repair and maintenance on request basis in all non NSI sites in the DOJ&CD and OCJ. The administrative process will be done by the requesting office. The department reserves the right to increase/decrease the sites.

(2) **DELIVERY ADDRESS.** The supplier must deliver the required products or services at The physical locations as specified in section 2.2 above.

(3) **SCOPE OF WORK AND DELIVERY SCHEDULE**

The Supplier is responsible to perform the work as outlined in the following Work Breakdown Structure (WBS):

WBS	Statement of Work for Service Required	Delivery Timeframe
1.		
2.		

(3) **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 must be aligned to DOJ&CD approved templates.

(4) **CERTIFICATION, EXPERTISE AND QUALIFICATION**

- (a) The bidder 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 bidder must provide the service in a good and workmanlike manner and in accordance with the best practices and high professional standards used in well-managed operations performing services similar to the Services.

- (c) The bidder 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.

(5) 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.** The bidder must provide own tools of trade.
- (d) **On-site and Remote Support.** The bidder must be available on-site upon request and as per schedule.

(6) REGULATORY, QUALITY AND STANDARDS

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

(7) PERSONNEL SECURITY CLEARANCE

- (a) The bidder 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 bidder be security vetted (pre-employment screening, criminal record screening and credit screening).
- (b) The bidder must ensure that the security clearances of all personnel involved in the Contract remains valid for the period of the contract.
- (c) The bidder must provide proof of security vetting/clearance annually.

(8) 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;
- (b) 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.
- (c) 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.

- (d) 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.

(9) 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.

(10) 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/ un-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.

8.3. DECLARATION OF COMPLIANCE

	ACCEPT ALL	DO NOT ACCEPT ALL
<p>(11) The bidder declares to ACCEPT ALL the Special Condition of Contract as specified in section 8 above by indicating with an "X" in the "ACCEPT ALL" column, OR</p> <p>(12) The bidder declares to NOT ACCEPT ALL the Special Conditions of Contract as specified in section 8 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 conditions that is not accepted.</p>		
<p>Comments by bidder: Provide reason and proposal for each of the conditions not accepted as per the format: Condition Reference: Reason: Proposal:</p>		

ANNEX A.4: COSTING AND PRICING

9. COSTING AND PRICING

9.1. COSTING AND PRICING 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 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).
- (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) 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.
- (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.

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) All prices must be firm for year one of the contract, and allow for price adjustment during subsequent years based on PSIRA Sectoral Determination.
 - (c) The cost of delivery, labour, S&T, overtime, etc. must be included in this bid.

- (d) All additional costs must be clearly specified.
- (e) Bid offers must be valid for a period of 60 days.

(3) **BID EXCHANGE RATE CONDITIONS.** In the event the proposed bid price includes imported content, 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	
1 Euro	
1 Pound	

9.3. BID PRICING SCHEDULE

Note: Bidders will complete the bid pricing schedule in the Excel spreadsheet format provided submitted Refer to section 9.

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 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 section 9 above by - (a) Indicating with an "X" in the "DO NOT ACCEPT ALL" column, and; (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 B: BIDDER SUBSTANTIATING EVIDENCE

10. MANDATORY REQUIREMENT EVIDENCE

11.1 BIDDER CERTIFICATION / AFFILIATION REQUIREMENTS

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

11.2 BIDDER CERTIFICATION / AFFILIATION REQUIREMENTS

Attach a copy of a valid OEM/OSM enterprise certificate for the supply and installation of access control systems here.

11.3 BIDDER EXPERIENCE AND CAPABILITY REQUIREMENTS

Complete table below, noting that:

- a) Bidder must provide references from at least two (2) customers to whom at least one (1) project each for the supply and installation of access control systems were delivered; and
- b) Project end-date must be current or not older than 5 years from date this bid is advertised,
- c) Scope of work must be related.

Table 1: References

No	Company name	Reference Person Name, Tel and/or email	Project Scope of work for installation of access control system was provided	Project Start and End-date
1				
2				

11.4 PRODUCT / SERVICE FUNCTIONAL REQUIREMENT

(The bidder must submit the relevant evidence supporting the above requirement)

11.5 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:

SBD 1 PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DOJ&CD					
BID NUMBER:	RFQ 07/11/2025 NSI	CLOSING DATE:	12 NOVEMBER 2025	CLOSING TIME:	11h00am
DESCRIPTION	SUPPLY OF EQUIPMENT, RENDER REPAIR SERVICES, MAINTENANCE AND PROVISION OF CONTROL ROOM OPERATORS FOR NATIONAL SECURITY INFRASTRUCTURE FOR THE DEPARTMENT OF JUSTICE AND CONSTITUTIONAL DEVELOPMENT FOR A PERIOD OF 6 MONTHS IN THE SUPERIOR AND LOWER COURTS AS WELL AS AT NATIONAL OFFICES (SALU BUILDING OR ANY OTHER BUILDING THAT CAN BE IDENTIFIED AS THE NATIONAL CONTROL ROOM CENTRE AND MOMENTUM BUILDING).				
BID RESPONSE DOCUMENTS MUST BE SUBMITTED VIA EMAIL STATED BELOW					
RFQ.SCM@justice.gov.za					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON			CONTACT PERSON		
TELEPHONE NUMBER			TELEPHONE NUMBER		
E-MAIL ADDRESS	N/A		E-MAIL ADDRESS	N/A	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE 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)?				<input type="checkbox"/> YES	<input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES	<input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES	<input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES	<input type="checkbox"/> NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES	<input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B: TERMS AND CONDITIONS FOR BIDDING

BID SUBMISSION:

BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).

TAX COMPLIANCE REQUIREMENTS

BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

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.

APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.

BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.

IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.

WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

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:

SBD 3.1 PRICING SCHEDULE – FIRM PRICES (PURCHASES)

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of bidder.....	Bid number: RFQ 07/11/2025 NSI
Closing Time 11:00	Closing date: 12 November 2025

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
----------	----------	-------------	---

Required by:

- At:

.....

Brand and model

Country of origin

- Does the offer comply with the specification(s)? *YES/NO

If not to specification, indicate deviation(s)

Period required for delivery

*Delivery: Firm/not firm

Delivery basis

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

*Delete if not applicable

SBD4 - BIDDER'S DISCLOSURE

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

3.1. 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. 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.

Full Name	Identity Number	Name of State institution

3.1. 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..1. If so, furnish particulars:

3.1. 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..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.

SBD 6.1 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**

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the 80/20 preference point system.
- b) The 80/20 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	POINTS
PRICE	80	90
SPECIFIC GOALS	20	10
Total points for Price and SPECIFIC GOALS	100	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 written 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 or 90 points is allocated for price on the following basis:

80/20 or 90/10

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

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

80/20 or 90/10

$$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) \quad \text{or} \quad Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest 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 (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Enterprises with ownership of 51% or more by person/s who are black person/s	5	10		
Enterprises with ownership of 51% or more by person/s who are woman	2	5		
Enterprises with ownership of 51% or more by person/s who are youth	2	3		
Enterprises with ownership of 51% or more by person/s with disability	1	2		

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: