



the doj & cd

Department:
Justice and Constitutional Development
REPUBLIC OF SOUTH AFRICA

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

DOCUMENT NUMBER:	RFQ 08 2024 – SITA RFB 1183 2022 TRANSVERSAL CONTRACT
RFQ ISSUE DATE:	22 JANUARY 2025
RFQ CLOSING TIME AND DATE:	21 FEBRUARY 2025 @ 11:00 am (RFQs received after closing date and time as stipulated will not be accepted)
RFQ VALIDITY PERIOD:	120 days from RFQ closing date
DESCRIPTION:	APPOINTMENT OF A SERVICE PROVIDER FOR IJS TRANSVERSAL SKILLS RESOURCING SERVICES FOR A PERIOD OF THREE (3) YEARS.
PERIOD:	THREE (3) YEARS
BRIEFING SESSION TIME AND DATE:	A non –compulsory briefing session (virtual) will be held as follows: a) Briefing session date – 29 January 2025 @ 10:00am b) MS Teams link (the link is on the Departmental website)
TECHNICAL & BIDDING ENQUIRIES:	a) Deadline for Questions: 03 February 2025 and should be send to Sourcing@justice.gov.za . b) Doj&cd Responses by 07 February 2025 and will be posted on the departmental website under this tender.
RESPONSES TO THIS RFQ MUST BE HAND DELIVERED TO:	THE DEPARTMENT OF JUSTICE AND CONSTITUTIONAL DEVELOPMENT, MOMENTUM BUILDING, 329 PRETORIUS STREET, PRETORIA CENTRAL, (TENDER / BID BOX SITUATED AT THE RECEPTION, (The Department will not accept any bid response send through email)
ANY ENQUIRIES MUST BE:	Send to Sourcing@justice.gov.za .
DOJ&CD requests your quotation on the goods and/or services listed hereunder and/or on the available RFQ forms. Please furnish all information as requested and return your quotation on or before the date stipulated. Late and incomplete / missing documentations will invalidate the quotation submitted. DOJ&CD is not obliged to accept the lowest or any submission received. DOJ&CD reserves the right to accept the whole or any portion of a quotation.	

Mr Sizwe Majavu
Director: Strategic Sourcing
22 December 2025

TABLE OF CONTENTS

1. PART A - INVITATION TO BID - SBD 1:	6
2. RFQ Terms and Conditions	9
ANNEX B: TECHNICAL SPECIFICATION	37
1. PURPOSE AND BACKGROUND	37
1.1. Purpose	37
1.2. Background	37
2. SCOPE OF WORK FOR IJS PROGRAMME	37
5. BID EVALUATION STAGES	72
ADMINISTRATIVE PRE-QUALIFICATION	73
6. ADMINISTRATIVE PRE-QUALIFICATION REQUIREMENTS	73
6.1. ADMINISTRATIVE PRE-QUALIFICATION VERIFICATION	73
6.2. ADMINISTRATIVE PRE-QUALIFICATION REQUIREMENTS	73
TECHNICAL MANDATORY REQUIREMENTS	74
6. TECHNICAL MANDATORY	74
6.1. INSTRUCTION AND EVALUATION CRITERIA	74
6.2. TECHNICAL MANDATORY REQUIREMENTS	75
6.3. DECLARATION OF COMPLIANCE	80
TECHNICAL FUNCTIONAL MANDATORY REQUIREMENTS	81
7. TECHNICAL FUNCTIONALITY MANDATORY REQUIREMENTS	81
7.1. INSTRUCTION AND EVALUATION CRITERIA	81
7.2. TECHNICAL FUNCTIONALITY MANDATORY REQUIREMENTS	82
SPECIAL CONDITIONS OF CONTRACT (SCC)	86
8. SPECIAL CONDITIONS OF CONTRACT	86
8.1. INSTRUCTION	86
8.2. CONTRACTING CONDITIONS	86
8.3. SERVICE LEVEL STANDARDS OVERVIEW	86
8.4. SERVICE DELIVERABLES	87
8.5. PRICES AND PAYMENT PLAN	88
8.6. PROJECT SERVICES	88
8.7. COMPOSITE PRICING IN COSTING MODEL	89
8.8. BIDDERS ONSITE RESOURCES – CONTRACT PERIOD ASSIGNMENT	89
8.9. BILLING FOR A SERVICE (PER SERVICE CATEGORY)	90
8.10. CONTRACTING MODEL	90
8.11. PENALTIES	90

8.12.	SERVICE PROVIDER'S GENERAL RESPONSIBILITIES	91
8.13.	SERVICES AND PERFORMANCE METRICS	92
8.14.	SERVICE DELIVERABLES	93
8.15.	PRICES AND PAYMENT PLAN.....	94
8.16.	PROJECT SERVICES.....	94
8.17.	REQUEST FOR SERVICE ("SERVICE REQUEST").....	94
8.18.	IMPLEMENTATION SERVICES.....	94
8.19.	ACCEPTANCE CRITERIA AND ACCEPTANCE TESTS.....	95
8.20.	BILLING FOR A SERVICE.....	95
8.21.	PENALTIES	95
8.22.	CERTIFICATION, EXPERTISE AND QUALIFICATION	96
8.23.	REGULATORY, QUALITY AND STANDARDS	96
8.24.	PERSONNEL SECURITY CLEARANCE	97
8.25.	CONFIDENTIALITY AND NON-DISCLOSURE CONDITIONS	97
8.26.	INTELLECTUAL PROPERTY RIGHTS	98
8.27.	SUPPLIER DUE DILIGENCE	99
8.28.	TRAVELLING, PARKING AND ACCOMMODATION COSTS	99
8.29.	AFTER HOURS WORKING	99
8.30.	SERVICE DELIVERY MANAGEMENT REPRESENTATIVES	99
8.31.	DECLARATION OF COMPLIANCE	99
	COSTING AND PRICING	101
9.	COSTING AND PRICING	101
9.1.	COSTING AND PREFERENCE EVALUATION	101
9.2.	COSTING AND PRICING CONDITIONS.....	102
9.3.	DECLARATION OF ACCEPTANCE	103
	TERMS AND DEFINITIONS.....	104
	ANNEX B: ELECTRONIC PRICING SCHEDULE	106
	ANNEX C: ELECTRONIC RESOURCES EVALUATION TOOL	107

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

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

DOCUMENTATION TO BE FULLY COMPLETED, ADHERED AND SUBMITTED BY THE BIDDER	
PACKAGING OF BID DOCUMENTS	The envelope or packaging with the bid document must be marked properly using the information (RFQ number, name of the company and description of the tender).
TWO ENVELOPE SYSTEM	<p>Prospective bidders MUST package separate submissions in respect of the technical and financial proposals:</p> <ul style="list-style-type: none"> a) First Envelope must contain a completed tender document together with all the mandatory supporting documents. Failure to provide all the necessary technical documentation as part of bid responses, it will result in disqualification. b) Second Envelope: Should only contain pricing schedule/costing model (Annexure 4.1) and the financial envelope must be properly sealed. <p>N.B. Failure to comply with the above condition, it will be regarded as non-compliance and your bid proposal will be disqualified from the evaluation process.</p>
INVITATION TO BID – SBD 1	Complete and sign the supplied pro forma document
BIDDER'S DISCLOSURE – SBD 4	Complete and sign the supplied pro forma document
SBD 6.1 PREFERENTIAL PROCUREMENT PREFERENCE POINTS	Complete and sign the supplied pro forma document

DOCUMENTATION TO BE FULLY COMPLETED, ADHERED AND SUBMITTED BY THE BIDDER	
SPECIAL CONDITION OF CONTRACT (SCC) AND GENERAL CONDITION OF CONTRACT	The bidder declares to ACCEPT ALL the Special Condition of Contract as specified in annexure A.2 above by indicating with an "X" in the "ACCEPT ALL" column
ACCREDITATION ON SITA TRANSVERSAL FRAMEWORK CONTRACT 1183 / 2022 Transversal Contract	<p>a) Only service providers accredited in terms of 1183 / 2022 Transversal Contract will be considered.</p> <p>b) Furthermore, a service provider/bidder shall not be appointed to provide a service/brand which they are not accredited on SITA 1183 / 2022 Transversal Contract and shall be disqualified.</p> <p>c) Service Provider approved in a specific province/s cannot be used to provide a service in province/s where they are not accredited for.</p>
PRICING SCHEDULE	<p>Pricing / Costing – Annexure A4.1 (Separate sealed envelope) -</p> <p>N.B. Failure to comply with this requirement, your bid proposal will be disqualified from the evaluation process.</p>

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

Table 1: Supplier Information

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF JUSTICE AND CONSTITUTIONAL DEVELOPMENT					
BID NUMBER:	RFQ 08 2024 - SITA RFB 1183 2022	CLOSING DATE:	21 FEBRUARY 2025	CLOSING TIME:	11:00 am
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER FOR IJS TRANSVERSAL SKILLS RESOURCING SERVICES FOR A PERIOD OF THREE (3) YEARS.				
BID RESPONSE DOCUMENTS MUST BE DEPOSITED IN THE BID BOX SITUATED AT 329 Pretorius Street, c/o Sisulu & Pretorius Street, Pretoria, 0001 (Reception / Entry Point of DOJ&CD entrance) (no email will be accepted)					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Supply Chain Management		CONTACT PERSON	Supply Chain Management	
TELEPHONE NUMBER	N/a		TELEPHONE NUMBER	N/a	
FACSIMILE NUMBER	N/a		FACSIMILE NUMBER	N/a	
E-MAIL ADDRESS	Sourcing@Justice.gov.za		E-MAIL ADDRESS	Sourcing@Justice.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					

SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?					<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?					<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?					<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?					<input type="checkbox"/> YES <input type="checkbox"/> NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?					<input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7.2).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA .
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

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

DATE:

2. RFQ TERMS AND CONDITIONS

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

2.1 General rules and instructions

2.1.1 News and press releases

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

2.1.2 Precedence of documents

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

2.1.3 Preferential procurement reform

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

2.1.4 Language

- (a) RFQs shall be prepared in English.

2.1.5 Gender

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

2.1.6 Headings

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

2.1.7 RFQ Clarification

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

2.1.8 Cancellation of RFQ

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

2.1.9 RFQ Validity period

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

2.1.10 Occupational Injuries and Diseases Act 13 of 1993

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

2.1.11 Processing of the bidder's Personal Information

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

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

2.1.12 Formal contract

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

2.1.13 Failure to agree before contract conclusion

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

2.1.14 Withdrawal of proposal after award

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

2.1.15 Oral presentations

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

2.1.16 Objection to brand specific requirements

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

2.2 RFQ Returnable

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

2.2.1 Administrative Returnable Documents – must be fully completed and signed

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

3. BIDDER'S DISCLOSURE (SBD 4)

1. PURPOSE OF THE FORM

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

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

2. BIDDER'S DECLARATION

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

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

Table 4

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

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

3 DECLARATION

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

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

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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

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

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

1. GENERAL CONDITIONS

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

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

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

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

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

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

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

The maximum points for this tender are allocated as follows:

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

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

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 90/10 PREFERENCE POINT SYSTEMS

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

90/10

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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)	Number of points claimed (90/10 system) (To be completed by the tenderer)
Historically Disadvantaged individual (HDI)		
Enterprises with ownership of 51% or more by person/s who are black person/s.	5	
Enterprises with ownership of 51% or more by person/s who are women	2	

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

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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

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

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

.....

DATE:

.....

ADDRESS:

.....

.....

.....

Page 20 of 107

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

5.1 Purpose

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

5.2 Application

- (a) These general conditions are applicable to all RFQs, contracts and orders including RFQs for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- (b) Where applicable, contractual provisions will be drafted to cover specific supplies, services or works.

5.3 General

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

5.4 Standards

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

5.5 Use of contract documents, information and inspection

- (a) The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- (b) The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.5(a) except for purposes of performing the contract.
- (c) Any document, other than the contract itself mentioned in GCC clause 5.5(a) shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

- (d) The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

5.6 Patent rights

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

5.7 Performance security

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

5.8 Inspections, tests and analyses

- (a) All pre-bidding testing will be for the account of the bidder.
- (b) If it is a RFQ condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the Bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organisation acting on behalf of the Department.
- (c) If there are no inspection requirements indicated in the Bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- (d) If the inspections, tests and analyses referred to in GCC clauses 5.8(b) and 5.8(c) show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- (e) Where the supplies or services referred to in GCC clauses 5.8(b) and 5.8(c) do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- (f) Supplies and services which are referred to in GCC clauses 5.8(b) and 5.8(c) and which do not comply with the contract requirements may be rejected.

- (g) Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal, the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- (h) The provisions of GCC clauses 5.8(d) to 5.8(g) shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of clause 5.23 of the GCC.

5.9 Packing

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

5.10 Delivery and documents

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

5.11 Insurance

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

5.12 Transportation

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

5.13 Incidental services

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

- furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (iii) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (iv) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- (b) Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

5.14 Spare parts

- (a) As specified in the contract, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
 - (i) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
 - (ii) in the event of termination of production of the spare parts:
 - (1) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (2) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

5.15 Warranty

- (a) The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- (b) This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in the contract.
- (c) The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- (d) Upon receipt of such notice, the supplier shall, within the period specified in the contract and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- (e) If the supplier, having been notified, fails to remedy the defect(s) within the period specified in the contract, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

5.16 Payment

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

5.17 Prices

- (a) Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his RFQ, with the exception of any price adjustments authorised in the contract or in the purchaser's Request for Quotation validity extension, as the case may be.

5.18 Contract amendments

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

5.19 Assignment

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

5.20 Subcontracts

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

5.21 Delays in the supplier's performance

- (a) Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- (b) If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- (c) No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- (d) The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- (e) Except as provided under GCC clause 5.25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties,

pursuant to GCC clause 5.22, unless an extension of time is agreed upon pursuant to GCC clause 5.21(b) without the application of penalties.

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

5.22 Penalties

- (a) Subject to GCC clause 5.25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC clause 5.23.

5.23 Termination for default

- (a) The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
 - (i) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC clause 5.21(b)
 - (ii) if the Supplier fails to perform any other obligation(s) under the contract; or
 - (iii) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- (b) In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- (c) Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- (d) If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- (e) Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

- (f) If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
 - (i) the name and address of the supplier and / or person restricted by the purchaser;
 - (ii) the date of commencement of the restriction
 - (iii) the period of restriction; and
 - (iv) the reasons for the restriction.
- (g) These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- (h) If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

5.24 Anti-dumping and countervailing duties and rights

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

5.25 Force majeure

- (a) Notwithstanding the provisions of GCC clauses 5.22 and 5.23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- (b) If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

5.26 Termination for insolvency

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

5.27 Settlement of disputes

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

5.28 Limitation of liability

- (a) Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to GCC clause 5.6:
 - (i) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
 - (ii) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

5.29 Governing language

- (a) The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

5.30 Applicable law

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

5.31 Notices

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

5.32 Taxes and duties

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

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

5.33 National Industrial Participation (NIPP) Programme

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

5.34 Prohibition of restrictive practices

- (a) In terms of section 4(1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a Bidder(s) is / are or a contractor(s) was / were involved in collusive bidding (or RFQ rigging).
- (b) If a Bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
- (c) If a Bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the RFQ(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the Bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the Bidder(s) or contractor(s) concerned.

The above General Conditions of Contract are accepted by:

Name and Surname_____ **Designation**_____

Bidder: _____ **Signature:** _____

Date: _____

ANNEX A: ABBREVIATIONS, TERMS AND DEFINITIONS

ANNEX A.1: Abbreviations and Acronyms

AA	Accounting Authority
AO	Accounting Officer
B-BBEE	Broad-Based Black Economic Empowerment
BEE	Black Economic Empowerment
CJS	Criminal Justice System
CPI	Consumer Price Index
CSD	Central Supplier Database
DCS	Department of Correctional Services
DHA	Department of Home Affairs
DOJ&CD	Department of Justice and Constitutional Development
DSD	Department of Social Development
DTIC	Department of Trade, Industry and Competition
EME	Exempted Micro Enterprise
EOI	Expression of Interest
GCC	General Conditions of Contract
ICT	Information and Communication Technology
IJS	Integrated Justice System
IS	Information Systems
ISO	International Standards Organisation
IT	Information Technology
ITC	Information Technology Committee
JV	Joint Venture
NIPP	National Industrial Participation Programme
NPA	National Prosecuting Authority
PIN	Personal Identification Number
OCJ	Office of Chief Justice
OEM	Original Equipment Manufacturer
OSM	Original Software Manufacturer

PAIA	Promotion of Access to Information Act, 2 of 2000
POPIA	Protection of Personal Information Act, 4 of 2013
QSE	Qualifying Small Enterprise
RFA	Request for Accreditation
RFB	Request for Bids
RFI	Request for Information
RFP	Request for Proposal
RFQ	Request for Quotations
RSA	Republic of South Africa
SAPS	South African Police Service
SARB	South African Reserve Bank
SARS	South African Revenue Service
SBD	Standard Bidding Document
SITA	State Information Technology Agency
SLA	Service Level Agreement
SSA	State Security Agency
TCS	Tax Compliance Status
URS	User Requirement Specification
VAT	Value Added Tax

ANNEX A.2: Terms and Definitions

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

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

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

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

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

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

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

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

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

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

Contract means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

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

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

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

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

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

Country of origin means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components

Day means calendar day

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

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

Delivery into consignee's store or to his site means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

Designated Group means:

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

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

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

Dumping occurs when a private enterprise abroad markets its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA

Et cetera – means And so forth

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

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

has influence on the price of any supplies or the rendering cost of any service, for the execution of a contract.

Force majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes

Fraudulent practice means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after RFQ submission) designed to establish RFQ prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

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

Imported Content - that portion of the tender price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs, such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African port of entry.

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

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

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

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

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

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

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

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

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

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

Price – includes all applicable taxes less all unconditional discounts.

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

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

Proof of B-BBEE contributor status level means:

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

Purchaser means the organisation purchasing the goods

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

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

Rural area – means

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

Services means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract

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

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

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

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

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

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

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

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

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

ANNEX B: TECHNICAL SPECIFICATION

1. PURPOSE AND BACKGROUND

1.1. Purpose

- 1.1.1 The Department of Justice and Constitutional Development (DOJ&CD) requires Information Technology (IT) services to capacitate the Integrated Justice System (IJS) Transversal sub-programme to deliver the key priorities for the integration of the Criminal Justice System.
- 1.1.2 The DOJ&CD seeks to appoint a suitable service provider (supplier/vendor) for the provision of Technical Services for a period of 36 (Thirty-Six) Months through a SITA transversal contract RFB 1183. This is an invitation to potential suppliers ("Bidders") in terms of the transversal contract to submit Bids for the services as detailed under the Technical specification herein

1.2. Background

- 1.2.1 The Integrated Justice System (IJS) programme is a government initiative that strives to improve the efficiency and effectiveness of the South African criminal justice process. It is driving a multi-department effort to increase the probability of successful investigation, prosecution, punishment, and ultimately the rehabilitation of offenders and their restoration back into society to realise a national objective that all South Africans are and feel safe.
- 1.2.2 Eight government departments, agencies and authorities with sites across the country (SAPS, DOJ&CD, NPA, DCS, DSD, DHA, OCJ and Legal Aid SA) are involved in the criminal justice value chain, from the time a crime is detected or reported, through to investigation, prosecution and delivery of justice.
- 1.2.3 The primary objective of the IJS is to transform South Africa's CJS into a modern, efficient, effective & integrated system by:
 - Electronically enabling and integrating the end-to-end criminal justice business processes (i.e. from the report of a crime to the release of a convicted person), through technology solutions; and
 - Managing the related inter-departmental information exchanges across the CJS.

2. SCOPE OF WORK FOR IJS PROGRAMME

2.1. Priorities for the JCPS Cluster.

- 2.1.1. The JCPS Cluster, through the IJS programme, have identified and committed to deliver on key priorities for the integration of the Criminal Justice System. These priorities are summarised as follows:
 - 2.1.1.1. Establish a single person identifier system across the Criminal Justice System.
 - 2.1.1.2. Identification & verification of the persons (against biometrics) as well as vetting.
 - 2.1.1.3. Integration of systems to enable the electronic information exchange and case workflows across the criminal justice process.
 - 2.1.1.4. Executive dashboard of key metrics that provide a holistic overview of the status of the South African criminal justice system.

- 2.1.1.5. Establish a single database for the Justice, Crime Prevention and Security (JCPS) cluster for the CJS statistical purposes.

2.2. Deliverables for the IJS Programme

- 2.2.1. The deliverables have been grouped into the following three main Work Streams to ensure focused delivery:
 - 2.2.1.1. STREAM 1: CJS Person Integration Roadmap – Covering the development of a Unique Person Identifier, Integrated Booking, person tracking, person identification and verification.
 - 2.2.1.2. STREAM 2: IJS Case Integration Roadmap – Covering the Integration of systems that deal with Case Management and exhibit management e.g. CAS / ICDMS, ICMS, ECMS, RDOMS etc.
 - 2.2.1.3. STREAM 3: IJS Business Intelligence Roadmap - the development of CJS Management Information Systems (BIS), the 28 KPI Dashboard and the establishment of a single database for statistical reporting.

The above Streams are inter-departmental in nature and therefore resources required will be deployed to all departments involved in the IJS (as outlined above), as and when it becomes necessary.

2.3. Programme Governance and Reporting Relationships

- 2.3.1. In providing the required services, all resources deployed at the IJS Transversal in terms of this bid shall be fully accountable to the IJS Implementation Committee and IJS Transversal Sub-programme Manager for mandate, execution and may report to an elected authority administratively.
- 2.3.2. The IJS Implementation Committee and IJS PMO have been established and its role is to provide strategic guidance and to monitor and evaluate project implementation.

3. BID SCOPE: IJS TRANSVERSAL SKILLS

- 3.1. The requirement of the IJS Transversal technical services is based on the following six (6) service categories:
 - 3.1.1. Category 1: Project Management
 - 3.1.2. Category 2: Business Analysis and Strategy Development
 - 3.1.3. Category 3: Application Development
 - 3.1.4. Category 4: Operations, Network Management, Information Security and Cyber Security
 - 3.1.5. Category 5: Business Intelligence
 - 3.1.6. Category 6: Application Testing
- 3.2. Technical specifications for required skills of resources and the required services in each category are further detailed in the tables below.
- 3.3. Bidders MUST respond on ALL service categories required, failure to do so will result in

disqualification of the bid.

- 3.4. The resources required are described in the tables below with roles and responsibilities for each position in order to deliver the required services.
- 3.5. The resources description further outlines the minimum qualification, certification and experience that the submitted resources must comply with.
- 3.6. Bidders are required to submit Two (2) CVs for each Resource Requirement / Job Title to demonstrate the ability to source and provide the required skills, irrespective of the quantities of resources indicated in the Pricing Schedule.
- 3.7. Where the bidder provides more than Two (2) CVs per Resource Description, only the first two (2) CVs bound into the bid documents will be considered.
- 3.8. Bidders are required to submit at least proof of tertiary qualification (certified) for each CV submitted as per requirements. An example is a degree/ diploma as per requirement for each position, SA identity document (book/card) or a valid passport.
- 3.9. Bidders are required to submit proof of professional certification (certified) for each CV submitted, as per requirements below. An example is a PRINCE2 or PMP as per requirement of the position.
- 3.10. Inability to provide proof of tertiary qualification and/or professional certification will result on a zero rating for that particular resource or resources, as detailed in the Evaluation Criteria.
- 3.11. Quantities per resource descriptions to deliver the required services are indicated on the Pricing schedule for comparative evaluation purposes. The exact quantities of the resources will be determined during the implementation phase of the project and will vary depending on the requirements of the programme.
- 3.12. Bidders are required to submit the consent letter / form signed by the resource whose CV is submitted, and dated after the tender publication date.

3.13. PREFERRED PROJECT MANAGEMENT METHODOLOGIES

- a) The successful Bidder will provide above Project Management Services within the ambits of the Systems Development Lifecycle (SDLC) approach and Project Management Body of Knowledge (PMBOK) or PRINCE2 Methodologies as adopted by the IJS Board.
- b) The SDLC (Agile and Waterfall) is a conceptual model used in project management that describes the stages involved in an information system development project, from an initial feasibility study through to maintenance of the completed application.
- c) PRINCE2™ (PProjects IN Controlled Environments) is a process-based approach for Project Management providing an easily tailored and scalable method for the management of all types of projects. As a recognized world-class methodology, it embodies many years of good practice in project management and provides a flexible and adaptable approach to suit all projects.
- d) PMBOK is a collection of processes and knowledge areas generally accepted as best practice within the project management discipline. This describes the sum of knowledge within the profession of project management.

3.14. TECHNICAL SPECIFICATION/ IJS TRANSVERSAL RESOURCE SKILLS REQUIREMENT

- a) The requirements for the IJS Transversal resources are stipulated below and the bidder must provide a response for all competency framework categories.
- b) All resources providing services clusters under following categories, in terms of this programme, shall have required competency, experience and be able to demonstrate such competency in terms of minimum criteria below.

3.15. Competency Framework for Category 1: Project Management

JOB TITLE	ROLES AND RESPONSIBILITIES	QUALIFICATIONS AND EXPERIENCE
1. Senior Portfolio Manager (x1 resource)	<p>Manage multiple portfolios which includes technology strategy, digital transformation, programme management, IT Security & Cybersecurity.</p> <p>Successfully deliver the portfolio on time and within budget, ensuring that business outcomes are achieved, and risks are effectively resolved or mitigated</p> <p>Engage with programme sponsors, managers, and project managers to plan, track and execute complex, interdepartmental programmes while aligning IT objectives and programmes to the cluster business objectives and strategies.</p> <p>Provide guidance and vision on the emerging technologies, digital trends and infrastructure advances to meet the goals and objectives.</p> <p>Provide leadership, direction and effective management oversight to maximize performance while minimizing program risk.</p> <p>Provide leadership and vision to the cybersecurity initiatives, policies, processes and metrics.</p> <p>Collaborate with government stakeholders, and other teams to meet all programme requirements</p>	<p><u>Minimum Qualification</u></p> <p>Appropriate Degree or Equivalent in Computer Science, or Information Technology, or Informatics, or Engineering, or Commerce or IT qualification at NQF9</p> <p><u>Minimum Certifications</u></p> <p>PRINCE2™ Practitioner Certification; OR</p> <p>Project Management Professional (PMP) Certification</p> <p><u>Minimum Experience</u></p> <p>15+ years in the ICT industry</p> <p>Of which 7 years in the criminal justice system.</p> <p>10+ years in development of IT systems (SDLC)</p> <p>8+ years in inter-organisational stakeholder management.</p> <p>8+ years in managing diverse business and technical teams in a multi-vendor environment.</p> <p>8+ years in programmes' benefit management and governance.</p>

JOB TITLE	ROLES AND RESPONSIBILITIES	QUALIFICATIONS AND EXPERIENCE
	<p>efficiently and effectively</p> <p>Manage budgets and reporting on fund allocation</p>	<p><u>Added Advantage</u></p> <p>Agile Project Management Certification</p>
2. Strategy and Design Specialist (x 1 resource)	<p>Lead the inter-department strategy and design</p> <p>Compile the Digital Strategy of the IJS in consultation with broader stakeholders and the IJS Board.</p> <p>Programme Management, including issue resolution, organisational planning, budget planning and tracking, management of the Transversal Project Management team.</p> <p>Governance related matters included governance, process design, participation and preparation of documents on governance processes for the various governance bodies of the IJS Programme (e.g. terms of reference, configuration control, etc.)</p> <p>Preparation of National Treasury Transversal Programme MTEF budget submissions.</p> <p>Business interaction and engagement with departments participating in the IJS and external parties</p> <p>Preparation of IJS Board and JCPS DG's Cluster documentation, presentations and reports.</p> <p>Monthly, Annual and Ad-Hoc Reports for the IJS Transversal Sub-Programme.</p> <p>Various Information Notes, Ad-Hoc, Documents and Presentations.</p>	<p><u>Minimum Qualifications</u></p> <p>Appropriate Degree in Computer Science, or Information Technology or Informatics, or Engineering, Information Systems, or Commerce or other relevant qualification at NQF8</p> <p><u>Minimum Certifications</u></p> <p>PRINCE2™ Practitioner Certification; OR</p> <p>Project Management Professional (PMP) Certification</p> <p><u>Added Advantage</u></p> <p>Master's degree in IT or Masters in Administration / Leadership (MBA / MBL) will be an added advantage</p> <p>Agile Project Management Certification</p> <p><u>Minimum Experience</u></p> <p>15+ years in the ICT industry</p> <p>10+ years in the development of ICT systems (SDLC)</p> <p>5+ year in the criminal justice system</p> <p>8+ years in Programme Management</p> <p>Knowledge and experience of PMBOK / PRINCE2 methodologies and processes.</p>

JOB TITLE	ROLES AND RESPONSIBILITIES	QUALIFICATIONS AND EXPERIENCE
		Strategic Leadership of Organizational Turnaround Projects will be an added advantage.
3. Senior Programme Manager (x 1 resource)	<p>Manage one or more large and complex projects with responsibility for meeting scope, timeline, budget, and quality commitments.</p> <p>Directs decision making, communications, problem resolution, and other associated activities during all phases of large and complex projects using a proactive and positive approach.</p> <p>Responsible for programme reporting, alignment and integration. Consolidate project plans and reports.</p> <p>Ensure proper documentation and regular update of Programme Risks, Issues and Decisions in terms of the defined project methodology</p> <p>Provide consulting and expert guidance on all phases of program and project delivery, including business case development, financial impact analysis, project scoping, risk assessment, monitoring and delivery.</p>	<p><u>Minimum Qualifications</u></p> <p>Appropriate Degree or Equivalent in Computer Science, or Information Technology, or Informatics, or Engineering, or Commerce or IT qualification at NQF8.</p> <p><u>Minimum Certifications</u></p> <p>PRINCE2™ Practitioner Certification; OR</p> <p>Project Management Professional (PMP) Certification.</p> <p><u>Minimum Experience</u></p> <p>10+ years in Project Management in domain of IT systems (SDLC) and inter-departmental/organizational integrations.</p> <p>4+ years in Programme Management role</p> <p>8+ years in the ICT industry</p> <p>Knowledge and experience of PMBOK / PRINCE2 methodologies and processes</p> <p><u>Added Advantage</u></p> <p>Agile Project Management Certification</p>
4. Senior Project Manager (x 1)	Facilitate solution design and architecture work across the IJS	<p><u>Minimum Qualifications</u></p> <p>Appropriate Degree or</p>

JOB TITLE	ROLES AND RESPONSIBILITIES	QUALIFICATIONS AND EXPERIENCE
resource)	<p>departments to ensure alignment</p> <p>Consolidation of all Project Plans for projects within DOJ&CD as well as Plans of other Departments within cluster.</p> <p>Consolidate and frequently update Project Status Reports for DOJ&CD and all other IJS Review Projects within the cluster.</p> <p>Ensure proper documentation and regular update of Project Risks, Issues and Decisions in terms of the defined project methodology e.g. use Risk Logs, Decision Logs and Issue Logs</p> <p>Management of deliverables from Vendor/Supplier and other organizational delivery entities.</p> <p>Coordinate and Manage System development for all identified systems in each department with the cluster.</p> <p>Coordinate and Manage Systems Quality Assurance (QA) Testing Phase, User Acceptance Testing (UAT) and Integration Testing.</p> <p>Produce a detailed Scope of Work document based on the high-level scope and direction provided by the Programme Director and the IJS Board.</p> <p>Develop a detailed consolidated project plan for the solution and obtain approval from the Programme Director and other key Programme stakeholders.</p> <p>Develop and manage a comprehensive project schedule with defined start and end dates at a task level.</p>	<p>Equivalent in Computer Science, or Informatics, or Engineering, or Commerce or IT qualification at NQF7.</p> <p><u>Minimum Experience</u></p> <p>8+ years in Project Management in domain of IT systems (SDLC) and inter-departmental/organizational integrations.</p> <p>6+ years in the ICT industry</p> <p>Knowledge and experience of PMBOK / PRINCE2 methodologies and processes</p> <p><u>Added Advantage</u></p> <p>PRINCE2™ Practitioner Certification will be an advantage</p> <p>Project Management Professional (PMP) Certificate will be an advantage</p> <p>Certificate in Programme or Project Management</p> <p>Agile Project Management Certification</p>

JOB TITLE	ROLES AND RESPONSIBILITIES	QUALIFICATIONS AND EXPERIENCE
	<p>Monitor project progress and provide weekly reports to the Programme Director.</p> <p>Manage Project Scope – Manage scope changes in accordance with defined scope change control procedures and processes.</p> <p>Facilitate workshops and lead inter-departmental meetings, working sessions and forums</p> <p>Continuously identify and document risks and issues, manage using mitigation plans and escalate to the Programme Manager for intervention.</p>	
<p>5. Project Manager (x 1 resource)</p>	<p>Coordinate and manage the gathering of requirements and business analysis of the solution between SAPS, NPA, DOJ&CD; DCS, DSD, Legal Aid SA, DHA, OCJ and IJS Transversal at a technical level in consultation with identified officials from business at a functional level.</p> <p>Management of deliverables from Vendor/Supplier and other organizational delivery entities.</p> <p>Coordinate and Manage System development for all identified systems in each department with the cluster.</p> <p>Coordinate and Manage Systems Quality Assurance (QA) Testing Phase, User Acceptance Testing (UAT) and Integration Testing.</p> <p>Produce a detailed Scope of Work document based on the high-level scope and direction provided by the Programme Director and the IJS Board.</p>	<p><u>Minimum Qualifications</u></p> <p>Appropriate qualification in Computer Science, or Informatics, or Engineering, or IT qualification at NQF6.</p> <p><u>Minimum Experience</u></p> <p>5+ years in Project Management in domain of IT systems (SDLC) and inter-departmental/organizational integrations.</p> <p>4+ years in the ICT industry</p> <p>3+ years in Business Analysis or development of IT systems (SDLC)</p> <p>Knowledge and experience of PMBOK / PRINCE2 methodologies and processes</p> <p><u>Added Advantage</u></p> <p>PRINCE2™ Practitioner Certification will be an</p>

JOB TITLE	ROLES AND RESPONSIBILITIES	QUALIFICATIONS AND EXPERIENCE
	<p>Develop a detailed consolidated project plan for the solution and obtain approval from the Programme Director and other key Programme stakeholders.</p> <p>Develop and manage a comprehensive project schedule with defined start and end dates at a task level.</p> <p>Monitor project progress and provide weekly reports to the Programme Director.</p> <p>Manage Project Scope – Manage scope changes in accordance with defined scope change control procedures and processes.</p> <p>Continuously identify and document risks and issues, manage using mitigation plans and escalate to the Programme Manager for intervention.</p>	<p>advantage</p> <p>Project Management Professional (PMP) Certificate will be an advantage</p> <p>Certificate in Programme or Project Management</p> <p>Agile Project Management Certification</p>
6. Scrum Master (x 1 resource)	<p>Responsible for ensuring Scrum is understood and the team adheres to Scrum theory, practice, and guidelines.</p> <p>Facilitate and coordinate Agile Scrum processes</p> <p>Guide and coach the team on Agile Scrum principles and practices.</p> <p>Ensure the team works collaboratively and efficiently to deliver high-quality products.</p> <p>Work with the Product Developer to prioritise the product backlog</p> <p>Facilitate Scrum ceremonies such as daily stand-up meetings, sprint planning, sprint review, and sprint retrospective.</p> <p>Identify and troubleshoot obstacles that</p>	<p><u>Minimum Qualifications</u></p> <p>Appropriate qualification in Computer Science, or Informatics, or Engineering, or IT qualification at NQF6.</p> <p><u>Minimum Certifications</u></p> <p>Certified Scrum Master (CSM) OR Professional Scrum Master (PSM)</p> <p><u>Minimum Experience</u></p> <p>5+ years as a Scrum Master. 4+ years in the ICT industry</p> <p>Strong knowledge of Agile Scrum principles and practices.</p> <p>Excellent communication and</p>

JOB TITLE	ROLES AND RESPONSIBILITIES	QUALIFICATIONS AND EXPERIENCE
	<p>are hindering the team's progress.</p> <p>Promote continuous improvement through retrospectives and feedback sessions.</p> <p>Communicate project status, risks and issues to stakeholders.</p> <p>Track KPIs and help teams deliver high-quality products/solutions on time.</p>	<p>interpersonal skills.</p> <p><u>Added Advantage</u></p> <p>PRINCE2™ Practitioner Certification will be an advantage</p> <p>Project Management Professional (PMP) Certificate will be an advantage</p> <p>Certificate in Programme or Project Management</p>
7. Programme Governance Officer (x 1 resource)	<p>Act as the primary secretariat for key governance entities like the IJS Implementation Committee, Board of Director Generals, and Ministerial Committee, managing communication, meetings, and documentation to ensure effective information flow and decision-making.</p> <p>Oversee internal governance standards and external regulatory compliance across all IJS projects, ensuring consistency in quality and performance.</p> <p>Regularly update and manage the change request log, ensuring that all programme changes are accurately recorded, tracked, and communicated.</p> <p>Centralise and organise project documentation within the IJS programme on SharePoint, ensuring standards compliance, ease of access, and secure record keeping.</p> <p>Coordinate both internal and external audits for the IJS programme, ensuring that all audit queries are tracked, addressed, and responded</p>	<p><u>Minimum Qualifications</u></p> <p>Appropriate qualification in Computer Science, or Informatics or IT qualification or Business Administration or Project Management or Logistics & Supply Chain Management at NQF6.</p> <p><u>Minimum Certifications</u></p> <p>Certificate in Project Management</p> <p><u>Minimum Experience</u></p> <p>5+ years in governance and stakeholder management of which 3 must be in the criminal justice system (including managing relationships with partners and suppliers).</p> <p>5+ years in secretarial and administrative positions</p> <p>5+ years in project coordination</p> <p>3+ years in administrative support and managing</p>

JOB TITLE	ROLES AND RESPONSIBILITIES	QUALIFICATIONS AND EXPERIENCE
	<p>to promptly to maintain compliance and avoid potential issues.</p> <p>Streamline the onboarding process for new team members and manage the provisioning of necessary resources and infrastructure for project teams.</p> <p>Act as the key liaison between project teams, governance bodies, and external stakeholders, facilitating effective communication and collaboration.</p> <p>Coordinate of all IJS events, encompassing planning, execution, venue selection, attendee management, equipment setup, and post-event follow-ups, to ensure alignment with the programme's objectives and standards.</p>	<p>documentation</p> <p>3+ years in event and travel coordination</p>
8. Project Coordinator (x 2 resources)	<p>Work in conjunction with project manager to produce documentary deliverables.</p> <p>Capturing and documentation and configuration items.</p> <p>Documentation and maintenance of Local database on the IJS intranet.</p> <p>Compilation and distribution of minutes of various forums (ISCCJ, PMF, ASC etc)</p> <p>Assist the team with retrieval/search of document in Enterprise Content Management system</p> <p>Manage SharePoint/Team Folder Structure and adherence to the requirements.</p> <p>QA of documents placed on IJS Portal.</p> <p>Timesheet collection and archiving.</p> <p>Preparation of monthly project /</p>	<p><u>Minimum Qualifications</u></p> <p>Appropriate qualification in Project Management or Business Administration at NQF5.</p> <p><u>Minimum Experience</u></p> <p>5+ years of experience in a project management administration or co-ordination role</p> <p>3+ years in ICT environment</p> <p>3+ years in Project Management tools e.g. MS Project and collaborative tools such as EPM.</p> <p>4+ years in document management</p> <p><u>Added Advantage</u></p> <p>Appropriate qualification in Business Management or</p>

JOB TITLE	ROLES AND RESPONSIBILITIES	QUALIFICATIONS AND EXPERIENCE
	<p>programme reports</p> <p>Administration support required by the IJS Transversal Sub-Programme.</p>	<p>Business Administration will be an advantage</p> <p>Relevant Project Management Certificate will be an advantage</p>
<p>9. Project Administrator (x 1 resource)</p>	<p>Schedule regular meetings and record decisions (e.g. assigned tasks and next steps)</p> <p>Prepare and provide documentation to internal teams and key stakeholders</p> <p>Retrieve necessary information (e.g. user/client requirements and relevant case studies)</p> <p>Monitor project progress and address potential issues</p> <p>Measure and report on project performance</p> <p>Support the preparation of monthly programme reports</p> <p>Act as the point of contact for all participants.</p> <p>Administration support required by the IJS Transversal Sub-Programme.</p>	<p><u>Minimum Qualifications</u></p> <p>Appropriate qualification in Project Management or Business Administration at NQF5.</p> <p><u>Minimum Experience</u></p> <p>3+ years' experience in a project management environment in a Project Administration role</p> <p>4+ years in the ICT environment</p> <p>2+ years' experience with project management tools e.g Ms Project and collaborative tools such as EPM</p> <p><u>Added Advantage</u></p> <p>Appropriate qualification in Business Management or Business Administration will be an advantage</p> <p>Relevant Project Management Certificate will be an advantage</p>

3.16. Competency Framework for Category 2: Business Analysis and Strategy Development

JOB TITLE	ROLES AND RESPONSIBILITIES	QUALIFICATIONS AND EXPERIENCE
1. Senior Interoperability Specialist (x 1 resource)	<p>Continue the process of maintaining and updating of the IJS SAJXML and SAJSIP models, and schema and documentation generation and publication.</p> <p>The provision of endpoint stubs for the new and updated integrations as and when they are required.</p> <p>Continue with the formulation of the IJS Transversal person management solution definition, by providing architectural inputs to the SAPS single person identifier work and the CJS Person Object. This also includes the architecture and design of the interfaces and integrations with CJS systems.</p> <p>The implementation of all IJS integration XML-schemas, message test data and integration technical design packs, as they are required.</p> <p>Continuing the maintenance and upgrading of developed applications for the creation and maintenance of XML schemas, documentation, integration test messages and other support tools.</p> <p>Provide ongoing research, technical expertise and development of biometric solutions.</p> <p>Lead the development of an IJS domain Business Object Model and integration support tools, in order to provide a reusable data exchange framework for all IJS integrations.</p> <p>Electronic biometric technology specialist including Multi-modal biometric user computing</p>	<p><u>Minimum Qualifications</u></p> <p>Appropriate Degree or Equivalent in Computer Science, or Information Technology, or Informatics, or Engineering, or Information Systems, or Commerce or other relevant qualification at NQF8.</p> <p><u>Minimum Certifications</u></p> <p>Relevant Microsoft Azure certification</p> <p><u>Minimum Experience</u></p> <p>15+ years in the ICT industry of which 6 years must be in the Justice system.</p> <p>5+ years extensive experience in planning and deploying both business and IT initiatives.</p> <p>Experience in SOA based SDLC and application of architectural principles to business solutions</p> <p><u>Added Advantage</u></p> <p>Experience in Project Management will be an added advantage</p>

JOB TITLE	ROLES AND RESPONSIBILITIES	QUALIFICATIONS AND EXPERIENCE
	<p>technology integration.</p> <p>Lead IJS Architecture Steering Committee meetings</p>	
2. Senior Business Analyst	<p>Identification and business agreement management on the integration points and events to define the logical integration roadmap for the integrated capabilities</p> <p>Identification, development and adoption of standards by participating departments</p> <p>Adaptation of departmental solution portfolios to align with business process and integration models</p> <p>Managing departmental subject matter capacity availability for solution design of required integration points</p> <p>Strategic analysis and concept development of projects & initiatives</p> <p>Conduct feasibility assessments,</p> <p>Development of project business cases, analysis and design documents</p> <p>Administration of the IJS Transversal modelling tool & model repository</p> <p>Management of the DPIJS requirements for IJSRCC and ISCCJ technical delivery and maintenance and oversee ISCCJ IMTT data collection and compilation of reports.</p> <p>Management of Development Committee CJS Research specialist BI related reports, such as MATD, DPRTT, IJS RCC, etc.</p> <p>The on-going development, review and update of analysis and design specifications (functional and data) for CJS processes in order reach</p>	<p><u>Minimum Qualifications</u></p> <p>Appropriate Degree or Equivalent in Computer Science, or Information Technology, or Informatics, or Engineering, or Information Systems, or Commerce or other relevant qualification at NQF7</p> <p><u>Minimum Certificate</u></p> <p>Certification in Business Analysis</p> <p><u>Minimum Experience</u></p> <p>10+ years in the ICT industry</p> <p>8+ years in Business Analysis</p> <p>8+ years' experience in integration projects.</p> <p>5+ years' experience in Process Modelling Tools and Techniques.</p> <p>5+ years' experience of inter-departmental/organizational solution portfolios to align with business process and integration models</p> <p><u>Added Advantage</u></p> <p>Certification in Project Management will be an added advantage</p> <p>Experience in Project Management will be an added advantage</p>

JOB TITLE	ROLES AND RESPONSIBILITIES	QUALIFICATIONS AND EXPERIENCE
	<p>inter-departmental agreement on the integration points and events.</p> <p>Preparation of project analysis, design and implementation artefacts (including presentations, documents, training materials, guides and user manuals)</p>	
3. Business Analyst (x 3 resources)	<p>On-going identification and maintenance of reference data and mapping errors arising from implemented integrations.</p> <p>The on-going reviewing, updating and quality assurance on different Transversal reference data sets as these requirements are identified as part of current and new envisaged integrations.</p> <p>Generation of integration and end- user test specification documentation of current and envisaged integrations as well as internal systems and applications.</p> <p>Review and processing of mapping errors and reference data remediation with departmental end-point system managers.</p> <p>Continue with the development of the Transversal Integration Model for the IJS Transversal. Facilitation and documentation of Integration Use Cases and ICD contracts with departmental system owners.</p>	<p><u>Minimum Qualifications</u></p> <p>Appropriate Degree or Equivalent in Computer Science, or Information Technology, or Informatics, or Engineering, or Information Systems, or Commerce or other relevant qualification at NQF7</p> <p><u>Minimum Certificate</u></p> <p>Certification in Business Analysis</p> <p><u>Minimum Experience</u></p> <p>5+ years in the ICT industry</p> <p>3+ years in Business Analysis</p> <p>3+ years' experience in Process</p> <p>3+ years in integration projects.</p> <p>Experience in Modelling Tools and Techniques</p> <p><u>Added Advantage</u></p> <p>Certification in Project Management will be an added advantage</p> <p>Experience in Project Management will be an added advantage</p>
4. Specialist - Legal Research and	<p>Legislation analysis and interpretation for purposes of creation of Charge and Offence reference data and the</p>	<p><u>Minimum Qualifications</u></p> <p>Degree in Law (LLB) at NQF8</p>

JOB TITLE	ROLES AND RESPONSIBILITIES	QUALIFICATIONS AND EXPERIENCE
Interpretation (x 2 resources)	<p>review and quality assurance on reference data for legislation. Includes drafting of charge sheet annexures to assist prosecutors.</p> <p>Legal research, analysis and impact assessments of concepts, projects and strategic initiatives</p> <p>Maintaining mapping of Offences to SAJXML Reference Data for current and future integrations. This involves the review of current and repealed legislation on legal resources such as Lexis Nexus and Jutastat, identifying the correct legal source and ensuring the correct data mapping.</p> <p>Maintaining IJS Charge descriptions and definitions on an on-going basis in collaboration with the National Prosecuting Authority.</p> <p>Facilitating and leading workshops with key IJS member department legal, policy and system stakeholders to assess and prioritise legislation for analysis.</p> <p>Creation and publication on ICS of Charge Sheet Annexures for use in the NPA and DOJ&CS case management systems.</p> <p>Monitoring repealed and amended legislation which has an impact on existing ICS Charges and Offence reference data as and when such repeal or amendment takes place and to update the data on the ICS accordingly.</p>	<p>Admitted as an Advocate or qualifies to be admitted as an Advocate</p> <p><u>Minimum Experience</u></p> <p>10+ years in experience legal interpretation in Criminal Justice domain (for creating and publishing charge sheet annexures)</p> <p>10+ years in field of Legal Research and Preparation of Legal Opinion</p> <p>5+ years' experience working in a project / programme environment ICT project environment</p> <p>3+ years practice in court (as magistrate, prosecutor, attorney, or advocate)</p> <p><u>Added Advantage</u></p> <p>Experience in working as NPA prosecutor or in a similar role will be an advantage</p>
5. Specialist – Information and Knowledge	<p>Lead the design of knowledge management systems, formulate and define system scope and objectives and assists the team in</p>	<p><u>Minimum Qualifications</u></p> <p>Appropriate Degree or Equivalent in Computer Science, or Information</p>

JOB TITLE	ROLES AND RESPONSIBILITIES	QUALIFICATIONS AND EXPERIENCE
management (x 1 resource)	<p>defining knowledge content</p> <p>Translate the business needs into a highly engaging and functional intranet site, in collaboration with the content management team</p> <p>Prepare detailed specifications for knowledge management programs and create effective text association during document and page design to ensure content is searchable and easy to access.</p> <p>Explores new technology and design methodology to ensure the latest techniques are being leveraged in the collection, organization and presentation of content</p> <p>Develop protocols for the regular evaluation of content and ensures regular updates are made to support compliance, accuracy and usability of the content</p> <p>Design and maintain document storage system, including media gallery and protection of image licensing.</p> <p>Work with current team members including UX and software designers, data managers and programmers, to support and implement the knowledge management program.</p>	<p>Technology, or Informatics, or Engineering, or Information Systems, or Commerce, or Knowledge Management, Law, Organisational Learning or equivalent at NQF7</p> <p><u>Minimum Experience</u></p> <p>7+ years in ICT industry</p> <p>5+ years in delivering Knowledge Management (KM) and Organisational Learning activities</p> <p>5+ years in content development and delivery of information through project learning platforms</p> <p>4+ years in managing content on SharePoint sites</p> <p>4+ years in documenting KM and Standard Operating Procedures (SOP)</p> <p>4+ years in organizing inter-departmental internal/external data and documenting it in a systematic manner</p> <p><u>Added Advantage</u></p> <p>Experience in working as a Data Scientist or similar role will be an advantage</p>

3.17. Competency Framework for Category 3: Application Development

JOB TITLE	ROLES AND RESPONSIBILITIES	QUALIFICATIONS AND EXPERIENCE
1. Development Manager (x 1 resource)	<p>Lead a team of developers in developing and implementing application features which directly drive value</p> <p>Contribute to architecture, instrumentation, & performance decisions.</p> <p>Participate in code reviews and contribute to team and personal learning.</p> <p>Coach software developers on software development best practices.</p> <p>Work with the business owners on planning and preparing for new projects.</p> <p>Responsible for overseeing and coordinating the people, resources and processes required to deliver new software or upgrade existing application.</p> <p>Take a hands-on role in software development.</p> <p>Work closely with business managers / SME's to identify the requirements for new software applications.</p> <p>Identify the skills needed for each development project and prepare a resourcing plan.</p> <p>Organize training programs and monitor the performance of team members against strategic targets and provide mentoring or training, if necessary.</p> <p>Ensure that teams have access to the resources they need, such as computing systems, development</p>	<p><u>Minimum Qualifications</u></p> <p>Appropriate Degree or Equivalent in Computer Science, or Information Technology, or Informatics, or Engineering, or Information Systems, or Commerce or other relevant qualification at NQF7</p> <p><u>Minimum Experience</u></p> <p>10+ years in the ICT industry</p> <p>5+ years of which are in the Justice cluster</p> <p>8+ years in managing .NET and mobile development projects</p> <p><u>Added Advantage</u></p> <p>Experience in SOA based Application Architecture principles.</p>

JOB TITLE	ROLES AND RESPONSIBILITIES	QUALIFICATIONS AND EXPERIENCE
	<p>tools and communications.</p> <p>Monitor progress and conduct regular team meetings to review progress and to identify potential obstacles to completion.</p> <p>Monitor quality to ensure that products meet their technical and business objectives.</p> <p>Provide management presentations and reports</p>	
2. Developer – Microsoft BizTalk/Azure (x 1 resource)	<p>Transaction monitoring and technical development / integration testing with the departments.</p> <p>Transaction instrumentation for BI content filtering for event driven BI data-capture and data analysis support.</p> <p>Troubleshooting departmental transaction failures.</p> <p>Management and troubleshooting departmental heartbeat issues.</p> <p>SQL Server development, database optimization and maintenance.</p>	<p><u>Minimum Qualifications</u></p> <p>Appropriate Degree or Equivalent in Computer Science, or Information Technology, or Informatics, or Engineering, or Information Systems, or Commerce or other relevant qualification at NQF7</p> <p><u>Minimum Experience</u></p> <p>7+ years in the ICT industry</p> <p>3+ years in Systems Analysis</p> <p>4+ years in the development of ICT systems (SDLC)</p> <p>4+ years in .NET development</p> <p>4+ years as a BizTalk or Azure specialist.</p>
3. Subject Matter Expert – Microsoft BizTalk/ Azure integration (x 1 resource)	<p>Integration Hub and End-point development</p> <p>XML Schema work and integration message development</p> <p>Business Object Model development</p> <p>Configuration and deployment of messaging orchestrations</p> <p>SQL Server development, database</p>	<p><u>Minimum Qualifications</u></p> <p>Appropriate Degree or Equivalent in Computer Science, or Information Technology, or Informatics, or Engineering, or Information Systems, or Commerce or other relevant qualification at NQF7</p>

JOB TITLE	ROLES AND RESPONSIBILITIES	QUALIFICATIONS AND EXPERIENCE
	<p>optimization and maintenance</p> <p>Transaction monitoring and technical development / integration testing with the departments</p> <p>Transaction instrumentation for BI content filtering for event driven BI data-capture and data analysis support</p> <p>Troubleshooting departmental transaction failures</p> <p>Management and troubleshooting departmental heartbeat issues</p> <p>PIVA end-point support</p> <p>Achieving required uptime targets for messaging platform and services</p>	<p><u>Minimum Experience</u></p> <p>12+ years in the ICT industry</p> <p>10+ years' in Enterprise Application development, integration, and delivery with distributed Enterprise Service Bus (ESB) architecture (Azure)</p> <p>8+ years management of Microsoft BizTalk solutions (Architecture, Design, Implementation and Support)</p> <p>8+ years' Service Oriented Architecture</p> <p>7+ years in the development of ICT systems (SDLC)</p>
<p>4. Junior Integration Developer (x 1 resource)</p>	<p>Design, develop and maintain integrations using Microsoft Stack</p> <p>Collaborate with IT and business teams to analyse requirements and translate them into robust integration solutions</p> <p>Develop and maintain SQL databases, including designing tables, writing queries and optimising performance</p> <p>Ensure integration projects are delivered on time and meet quality standards</p> <p>Support the continuous improvement of integration processes and technologies</p> <p>Provide technical support and troubleshooting for integration issues</p> <p>Stay updated with the latest</p>	<p><u>Minimum Qualifications</u></p> <p>Appropriate Degree or Equivalent in Computer Science, or Information Technology, or Informatics, or Engineering, or Information Systems, or Commerce or other relevant qualification at NQF7.</p> <p><u>Minimum Certificate</u></p> <p>Certification in Microsoft C# development and Microsoft SQL.</p> <p><u>Minimum Experience</u></p> <p>2+ years in a development role with strong focus on systems integration (including a strong understanding of integration patterns)</p>

JOB TITLE	ROLES AND RESPONSIBILITIES	QUALIFICATIONS AND EXPERIENCE
	technologies and best practice	
5. Developer – Microsoft SharePoint (x 1 resource)	<p>Electronic Content Management, publication and versioning for Portals</p> <p>SharePoint development, portal software architecture and knowledge base repository</p> <p>Intranet & extranet web parts development</p> <p>Portal UI graphic design and usability</p> <p>Departmental portal requirements analysis and design.</p> <p>Portal maintenance and support.</p> <p>ICS C# related development and database components</p> <p>Management systems development and support (Timesheet system, RFC components, etc.)</p>	<p><u>Minimum Qualifications</u></p> <p>Appropriate Degree or Equivalent in Computer Science, or Information Technology, or Informatics, or Engineering, or Information Systems, or Commerce or other relevant qualification at NQF7</p> <p><u>Minimum Certificate</u></p> <p>Certification in SharePoint</p> <p><u>Minimum Experience</u></p> <p>5+ years in the ICT industry</p> <p>3+ years in Systems Analysis</p> <p>4+ years in the development of ICT systems (SDLC)</p> <p>4+ years in the Microsoft SharePoint development</p>
6. Developer – Mobile (x 1 resource)	<p>Support the entire application lifecycle (concept, design, test, release and support)</p> <p>Produce fully functional mobile applications writing clean code</p> <p>Gather specific requirements and suggest solutions</p> <p>Write unit and UI tests to identify malfunctions</p> <p>Troubleshoot and debug to optimize performance</p> <p>Design interfaces to improve user experience</p> <p>Liaise with application development team to plan new features</p> <p>Research and suggest new mobile</p>	<p><u>Minimum Qualifications</u></p> <p>Appropriate Degree or Equivalent in Computer Science, or Information Technology, or Informatics, or Engineering, or Information Systems, or Commerce or other relevant qualification at NQF7</p> <p><u>Minimum Experience</u></p> <p>5+ years in the ICT industry</p> <p>3+ years in Mobile Device Management</p> <p>3+ years in Native App Development and Support</p> <p>2+ years DevOps and SDLC</p>

JOB TITLE	ROLES AND RESPONSIBILITIES	QUALIFICATIONS AND EXPERIENCE
	<p>products, applications and protocols</p> <p>Stay up-to-date with new technology trends</p> <p>App coding, testing, debugging, documenting and monitoring</p> <p>Interacting with different departments regarding new deployments</p> <p>Contributing to the development of project schedules and workflows</p>	<p>tools like Jenkins, Ansible, Jira, Microsoft, GitHub</p> <p>2+ years in Mobility Release Management Process</p> <p>3+ years Mobile App development</p>

3.18. Competency Framework for Category 4: Operations, Network Management, Information Security and Cyber Security

JOB TITLE	ROLES AND RESPONSIBILITIES	QUALIFICATIONS AND EXPERIENCE
1. Head of Infrastructure, Networks and Information Security (x 1 resource)	<p>Executive oversight of all aspects of operations, infrastructure, network management, overall security, service delivery and management across the organisation.</p> <p>Articulate, set and deliver the technological vision and strategy for the organisation while ensuring that they are in line with the business's core vision, mission, and values.</p> <p>Manage and direct business technologies, infrastructure services, production operations, technological architecture and site(s) development.</p> <p>Plan the achievement of business goals through the fostering of innovation, prioritization of initiatives and coordinating the deployment, evaluation, and management of the current and</p>	<p><u>Minimum Qualifications</u></p> <p>Appropriate Degree or Equivalent in Computer Science, or Information Technology, or Informatics, or Engineering, or Information Systems, or Commerce or other relevant qualification at NQF8.</p> <p><u>Minimum Experience</u></p> <p>15+ years in the ICT industry of which 7 must be in the criminal justice system.</p> <p>10+ years in formulating strategy for technology platforms and solutions</p> <p>10+ years hands on in handling complex multi-million Rand project implementation</p> <p>8+ year in handling operating</p>

JOB TITLE	ROLES AND RESPONSIBILITIES	QUALIFICATIONS AND EXPERIENCE
	<p>future technological systems across the business.</p> <p>Accountable for the tracking, development and control of periodical departmental technology related budgets.</p> <p>Mentor teams and individual personnel, encouraging their professional growth</p> <p>Provide business vision and technical leadership to deliver technologies to meet the business needs and identify new opportunities for further growth.</p> <p>Maintain the technology strategic plan, refresh regularly and align with business overall objectives</p> <p>Develop and implement effective organizational structure that supports effective execution of technology initiatives.</p> <p>Ensure consistent and high-quality service delivery and support for all core technology processes and services, enabling seamless daily operations across all sites/services/applications lines, both internal and department-facing.</p>	<p>and capital budgets</p> <p>8+ years in monitoring and analysing technology performance</p> <p>8+ years in managing cross functional, multi-vendor environment</p> <p><u>Added Advantage</u></p> <p>Master's Degree in Computer Science will be an advantage OR Master of Business Administration (MBA) will be an advantage</p>
2. Infrastructure Manager (x 1 resource)	<p>Administer a predominantly Microsoft environment, whilst assisting other team members in the administration of the clients Network.</p> <p>Responsible to manage 3 data center environments: Development, Production and Disaster Recovery.</p> <p>Administer, Deploy and Maintain</p>	<p><u>Minimum Qualifications</u></p> <p>Appropriate qualification in Computer Science, or Information Technology, or Informatics, or Engineering, or Information Systems, or Commerce or other relevant qualification at NQF6</p>

JOB TITLE	ROLES AND RESPONSIBILITIES	QUALIFICATIONS AND EXPERIENCE
	<p>Microsoft Server, Microsoft Active Directory, Microsoft failover Clusters, Microsoft Hyper-V, Exchange, SQL, Microsoft WSUS, System Center and Operations Manager and PKI.</p> <p>Implement and administer information security of all data centres and servers as well as implementing and maintaining a disaster recovery environment.</p> <p>Secondary job function will be to assist with the administration of Network both LAN and WAN.</p> <p>Administer patch management deployments, software rollouts and Active directory management.</p> <p>Manage refresh or warranty replacements of pertinent server hardware, (predominantly HP).</p>	<p><u>Minimum Experience</u></p> <p>10+ years in the ICT industry</p> <p>8+ years in Windows Server 2012 R2 to 2022</p> <p>3+ years in Microsoft Server 2008-2016 or later, Exchange 2010 or later, SQL 2016 or later.</p> <p>8+ years Microsoft Hyper-V, Active Directory, Exchange,</p> <p>6+ years in Microsoft Failover Clustering</p> <p>3+ years in Azure Administration, Intune, Azure Arc, Endpoint Administration, SCCM, SCOM</p> <p><u>Added Advantage</u></p> <p>Relevant HP certification will be an advantage</p>
3. Senior Network Specialist (x 1 resource)	<p>Advise, Design, Configure, Maintain, Troubleshoot and Monitor the entire IJS network infrastructure and related Network Management systems, including all aspects of Network Security.</p> <p>Administer Firewalls, IPS, Firesource, UCS, ACS, Switches, Routers, LAN connectivity, WAN connectivity and connectivity destined for remote locations.</p> <p>Administer all aspects of the Network Security and ensure that all Network Management systems are optimally configured and maintained.</p>	<p><u>Minimum Qualifications</u></p> <p>Appropriate qualification in Computer Science, or Information Technology, or Informatics, or Engineering, or Information Systems, or Commerce or other relevant qualification at NQF6</p> <p><u>Minimum Certificate</u></p> <p>Cisco CCNP certification.</p> <p>Huawei HCIE Datacenter certification.</p> <p><u>Minimum Experience</u></p> <p>10+ years in the ICT industry</p>

JOB TITLE	ROLES AND RESPONSIBILITIES	QUALIFICATIONS AND EXPERIENCE
	<p>Implement and administer Network Access Control Systems, restricting access to unauthorised network systems and locations.</p> <p>Assist server administrative role (which is predominantly based on a Windows Server Virtualised environment).</p> <p>Provide after-hours support as and when required.</p>	<p>8+ years in installing and configuring Cisco and Huawei Switches, Firewalls, Router (5K, 2K, ASA, ASR)</p> <p>8+ years in designing enterprise networks utilizing BGP, OSPF, VRF, MPLS etc.</p> <p>8+ years in troubleshooting network related issues.</p> <p>5+ years in inter-departmental/organizational network integration and configuration</p> <p>5+ years Windows Server 2012 / 2016 Virtual or later.</p> <p><u>Added Advantage</u></p> <p>CCIE certification will be an advantage.</p>
<p>4. Network Specialist (x 1 resource)</p>	<p>Configure, Maintain, Troubleshoot and Monitor network infrastructure and related Network Management systems.</p> <p>Administer OEM Cisco, Huawei, and HP Firewalls, IPS, Firesource, UCS, ACS, Switches, Routers, LAN connectivity, WAN connectivity and connectivity destined for remote locations.</p> <p>Administer Network Access Control Systems, restricting access to unauthorized network systems and locations.</p> <p>Assist server administrative role (which is predominantly based in a Windows Server Virtualized environments).</p> <p>After-hours support will be required from time-to-time.</p>	<p><u>Minimum Qualifications</u></p> <p>Appropriate qualification in Computer Science, or Informatics, or Engineering, or Information Systems, or other relevant qualification at NQF6.</p> <p><u>Minimum Certificate</u></p> <p>HCNA certification.</p> <p><u>Minimum Experience</u></p> <p>7+ years in the ICT industry</p> <p>5+ years in installing and configuring Cisco and Huawei Switches, Firewalls, Router (5K, 2K, ASA, ASR)</p> <p>3+ years in designing enterprise networks utilizing BGP, OSPF, VRF, MPLS etc.</p>

JOB TITLE	ROLES AND RESPONSIBILITIES	QUALIFICATIONS AND EXPERIENCE
		<p>3+ years in troubleshooting network relates issues</p> <p>3+ years Windows Server 2012 / 2022 Virtual or later.</p>
<p>5. Senior Engineer: Datacentre Operations (x 1 resource)</p>	<p>Responsible for equipment maintenance tasks such as managing and installing custom upgrades, replacing cables, components and accessories; maintaining records and drawing schematics of the center to detail what equipment is installed.</p> <p>Plan for capacity changes, maintaining corporate databases and ensuring compliance with government regulations.</p> <p>Carry out supervisory responsibilities in accordance with the IJS policies and procedures.</p> <p>Develop, improve, and share operational best practices across the Cluster</p> <p>Responsible for Cost efficiency, Outage management, Change management and Compliance within Data Centre.</p> <p>Recommends, plans and implements equipment needs to improve production efficiency and/or achieve cost reduction.</p> <p>Ensuring all Security policies are being adhered to achieve/maintain compliance</p> <p>Prepare plans and documents related to data centre expansion or additions (including a hybrid cloud based and on-premises</p>	<p><u>Minimum Qualifications</u></p> <p>Appropriate qualification in Computer Science, or Information Technology, or Informatics, or Engineering, or Information Systems, or Commerce or other relevant qualification at NQF6</p> <p><u>Minimum Experience</u></p> <p>7+ years in ICT Industry</p> <p>5+ years in configuring and maintaining HP server environment</p> <p>5+ years in the operation and management of network attached storage and fibre interconnects.</p> <p>4+ years in equipment firmware and operating system upgrades</p> <p>4+ years in the integration process with cable management, patch panel and preventative maintenance</p> <p>3+ years in IT Service Management (ITSM) including Change Management, Problem Management</p>

JOB TITLE	ROLES AND RESPONSIBILITIES	QUALIFICATIONS AND EXPERIENCE
	<p>environment)</p> <p>Provide new data centre construction with the right business requirements and documentation</p> <p>Assess any current hardware for proper compliance and standards</p> <p>Oversee any construction for expansions</p> <p>Evaluate the best practices for design and maintenance</p> <p>Document budget and cost concerns for maintaining data</p> <p>Monitor all equipment for security threat</p> <p>End-user support and mentoring</p> <p>Assist with the administration of the Network (both LAN and WAN).</p>	
6. Senior Systems Administrator (x 1 resource)	<p>Perform technical enterprise migration of Windows-based applications like Exchange, Active Directory, and SQL Server onsite</p> <p>Develop servers and provide support to individual users to ensure that the system works reliably.</p> <p>Build the server's back-end architecture, including databases and scripts for specific applications and user needs.</p> <p>Provide technical support and guidance to users and other administrators.</p> <p>Resolve issues with server performance and access.</p> <p>Monitor performance to reduce interruptions and server crashes.</p> <p>Monitor daily traffic logs and reports or</p>	<p><u>Minimum Qualifications</u></p> <p>Appropriate qualification in Computer Science, or Information Technology, or Informatics, or Engineering, or Information Systems, or Commerce or other relevant qualification at NQF6</p> <p><u>Minimum Certificate</u></p> <p>MCSE Certification</p> <p><u>Minimum Experience</u></p> <p>7+ years in the ICT industry</p> <p>5+ years in server architectures</p> <p>5+ years in installation of server and storage hardware</p> <p>5+ years in administration and support of Windows, Microsoft Active Directory</p>

JOB TITLE	ROLES AND RESPONSIBILITIES	QUALIFICATIONS AND EXPERIENCE
	<p>working directly with end users.</p> <p>Develop and deploy proactive solutions to ensure system usability across the IJS technical environment.</p> <p>Perform system backups according to organisational standards and support data integrity by ensuring that vital information is not lost during an outage.</p> <p>Maintain system security by noticing faults and vulnerabilities within the server's architecture.</p> <p>Develop and deploy protection measures, particularly when pushing out system-wide changes that can open up new vulnerabilities.</p>	<p>domains, virtualisation Hyper-V, Exchange, SQL, IIS, System Centre Suite, and various server applications</p> <p>3+ years in administration and support of Web proxy and monitoring tools</p> <p>5+ years in Microsoft Failover Clustering</p> <p>5+ years in patch management, backup and recovery</p> <p>5+ years in Windows concepts, Domains, Active Directory and its concepts, and the interaction between hardware, operating systems, network, data centre, and application software</p>
<p>7. Senior Information and Cyber Security Specialist (x 1 resource)</p>	<p>Configuration and Administration of Microsoft Sentinel.</p> <p>Safeguard information system assets by identifying and solving potential and actual security problems.</p> <p>Protect systems by defining access privileges, control structures and resources.</p> <p>Determine security policies, violations, and inefficiencies by conducting periodic audits within the systems.</p> <p>Upgrade system by implementing and maintaining security controls.</p> <p>Constant monitoring of attacks & intrusions and provide incident response services.</p> <p>Contribute to the development and improvement of the of the security</p>	<p><u>Minimum Qualifications</u></p> <p>Appropriate qualification in Computer Science, or Informatics, or Engineering, or Information Systems, or other relevant qualification at NQF6.</p> <p><u>Minimum Certificate</u></p> <p>Microsoft Certified: Security Operations Analyst Associate</p> <p>Microsoft Certified: Cybersecurity Architect Expert</p> <p><u>Minimum Experience</u></p> <p>8+ years in the ICT industry</p> <p>6+ years in the Information &</p>

JOB TITLE	ROLES AND RESPONSIBILITIES	QUALIFICATIONS AND EXPERIENCE
	<p>monitoring</p> <p>Install, configure and upgrade security software (e.g., Endpoint Security and Antivirus programs)</p> <p>Conduct training periodically and as and when required.</p> <p>Periodically scan and seek out vulnerabilities in IT infrastructure</p>	<p>Cyber Security area</p> <p>5+ years in patch management, firewalls and intrusion detection/prevention systems</p> <p>5+ years with the Public Key Infrastructure (PKI) and cryptographic protocols</p> <p>5+ years in vulnerabilities management systems and common security applications.</p> <p>5+ years in configuration and administration of Microsoft Sentinel.</p> <p>5+ years in the KQL (Kusto Query Language)</p> <p>5+ years in relevant development languages.</p>

3.19. Competency Framework for Category 5: Business Intelligence

JOB TITLE	ROLES AND RESPONSIBILITIES	QUALIFICATIONS AND EXPERIENCE
<p>1. Subject Matter Expert - Analytics and Business Intelligence (x 1 resource)</p>	<p>Design dashboards and undertake troubleshooting (28 KPI Dashboard)</p> <p>Design, Update and Testing of OLAP tier to drive UI and Analytics tools</p> <p>Development of SQL Extract, Transform and Load Stored</p> <p>Develop and implement Procedures and Views.</p> <p>Establish an Enterprise Data Warehouse in support of the IJS BI</p>	<p><u>Minimum Qualifications</u></p> <p>Appropriate Degree or Equivalent in Computer Science, or Information Technology, or Informatics, or Engineering, or Information Systems, or Commerce or other relevant qualification at NQF7</p> <p><u>Minimum Experience</u></p> <p>10+ years' experience leading business intelligence</p>

JOB TITLE	ROLES AND RESPONSIBILITIES	QUALIFICATIONS AND EXPERIENCE
	<p>KPI Dashboard solution as specified in the Information Exchange Agreement (IEA).</p> <p>Development and maintenance of IJS BI KPI Dashboard solution, (Reporting Services) Scorecard information as well as (Reporting Services) Map information for the IJS Transversal BI Dashboard presentation.</p> <p>Development of IJS BI measures for JCPS Cluster additional reports including report maintenance and provision of reports and information for other JCPS meetings</p> <p>Perform Business data analysis and technical fault resolution with departments.</p> <p>Perform BI Data Import QA for staging system.</p> <p>Perform BI OLAP Cube Architecture and business requirements alignment.</p> <p>Perform Dashboard Usability design.</p> <p>Undertake Pivot table analysis for BI analytics</p> <p>Perform Project Management / reporting risk management of BI Team.</p> <p>Design and implement Architectures for Event Driven analysis data warehouse.</p>	<p>department / units</p> <p>10+ years' experience development and implementation of solutions using OLAP technologies</p> <p>8+ years leading architecting, designing and developing large scale data warehouses</p> <p>8+ years' experience in development of GIS systems</p> <p>6+ years' experience as a business/systems analyst in the building of reporting cubes and dashboards</p> <p>6+ Experience in data modelling, both logical and physical models</p> <p>6+ years in ETL design.</p> <p>6+ years in relevant development languages, including SQL, MDX, DAX</p> <p><u>Added Advantage</u></p> <p>Development experience using Microsoft PowerBI would be an advantage.</p>
2. Senior Developer – Business Intelligence (x 1 resource)	<p>Update, test and maintain the current back-end data import functionality for the [staging] ETL process using test and actual data.</p> <p>Load initial departmental data from flat</p>	<p><u>Minimum Qualifications</u></p> <p>Appropriate Degree or Equivalent in Computer Science, or Information Technology, or Informatics,</p>

JOB TITLE	ROLES AND RESPONSIBILITIES	QUALIFICATIONS AND EXPERIENCE
	<p>files into staging data environment and supply exception reports to the relevant departments.</p> <p>Development and deploy of new ICS System (backup and configuration).</p> <p>Import legacy data is correctly into the newly- created ICS system.</p> <p>Review Data Requirements for FTP Submissions, [staging] Database Model.</p> <p>Manage SSIS ETL Packages: Load ICS Data, Audit FTP Location, Load Source Data.</p> <p>Management of the IJS Business Model for future use in the schema creations.</p> <p>Manage the Integration schema.</p> <p>Maintaining the IJS Transversal Timesheet System.</p>	<p>or Engineering, or Information Systems, or Commerce or other relevant qualification at NQF7</p> <p><u>Minimum Experience</u></p> <p>5+ years in the ICT industry</p> <p>3+ years in Systems Analysis</p> <p>4+ years in the development of ICT systems (SDLC)</p> <p>3+ years' in ETL / Business Intelligence Development in Microsoft BI stack environment, including SQL server and SSIS</p> <p>3+ years in Microsoft SQL server, SQL, SSRS and SSIS</p> <p>3+ years in ETL methodologies</p>
3. Data Scientist (x 1 resource)	<p>Translate data into a format easily understood by other audiences.</p> <p>Perform mathematical computations to identify underlying relationships between variables, find data anomalies</p> <p>Extract data from the cloud for trends and analysis</p> <p>Risk analysis to identify potential hazards and determine mitigating factors</p> <p>Use machine learning techniques to improve data quality</p> <p>Deployment of data tools such as Python, SAS, or SQL in data analysis</p> <p>Create algorithms and data models to</p>	<p><u>Minimum Qualifications</u></p> <p>Appropriate Degree or Equivalent in Data Science, or Statistics, or Information Technology, or Informatics, or Engineering, or Information Systems, or Commerce or other relevant qualification at NQF7</p> <p><u>Minimum Certificate</u></p> <ul style="list-style-type: none"> Azure Data Scientist Certification <p><u>Minimum Experience</u></p> <ul style="list-style-type: none"> 12+ years in the ICT Sector 12+ years strong programming skills in

JOB TITLE	ROLES AND RESPONSIBILITIES	QUALIFICATIONS AND EXPERIENCE
	forecast outcomes	<p>technologies such as ASP.NET, JAVA, SQL and C#, Python, SAS to turn raw data into actionable insights</p> <ul style="list-style-type: none"> • 8+ years in Data visualization tools • 8+ years in in the use of statistics • 8+ years in Big data platforms • 8+ years cloud data analysis

3.20. Competency Framework for Category 6: Application Testing

JOB TITLE	ROLES AND RESPONSIBILITIES	QUALIFICATIONS AND EXPERIENCE
1. Test Manager (x 1 resource)	<p>Validate that the solutions meet quality, performance, architectural and functional requirements</p> <p>Ensure that every test effort is effectively planned, monitored and executed and the core activities required by the Testing</p> <p>Ensure frameworks are completed in a structured and consistent manner responsible for all test phases – unit, system, integration and functional testing & acceptance</p> <p>Ensure that all required testing deliverables are created including testing approach, testing scenarios, conditions and expected results, test scripts and testing control sheets</p> <p>Execute formal review cycles including informal review, formal review, testing sign-off and quality assurance review</p> <p>Engage all relevant stakeholders and secure</p>	<p><u>Minimum Qualifications</u></p> <p>Appropriate Degree or Equivalent in Computer Science, or Information Technology, or Informatics, or Engineering, or Information Systems, or Commerce or other relevant qualification at NQF7</p> <p><u>Minimum Certificate</u></p> <p>Certification in Software QA Testing.</p> <p><u>Minimum Experience</u></p> <p>10+ years in ICT industry</p> <p>8+ years in Software QA Testing</p> <p>6+ years in implementing</p>

JOB TITLE	ROLES AND RESPONSIBILITIES	QUALIFICATIONS AND EXPERIENCE
	<p>the requisite sign-offs</p> <p>Manage test environment and test data</p>	<p>testing methodologies and standards</p> <p>5+ years in implementation of automated test tools</p> <p>5+ years in use of integration testing tools (e.g. SoapUI, LoadUI)</p> <p>5+ years in Quality Standards and Procedures</p> <p><u>Added Advantage</u></p> <p>Advanced ISTQB Certification will be an advantage.</p> <p>Certified in use of Automated Testing Tools will be an advantage (e.g. Rational Functional / Performance Tester, LoadUI, or JMeter).</p> <p>Certified in Testing Management software suite (e.g. ALM, Rational Quality Manager) will be an advantage</p> <p>Certification in Business Analysis will be an advantage</p>
2. Test Analyst (x 2 resources)	<p>Create test cases, test data and perform all appropriate testing (unit testing, end-to-end testing, stress testing, regression testing)</p> <p>Create test environment and data where required by project, including demonstration of requirements</p>	<p><u>Minimum Qualifications</u></p> <p>Appropriate Degree or Equivalent in Computer Science, or Information Technology, or</p>

JOB TITLE	ROLES AND RESPONSIBILITIES	QUALIFICATIONS AND EXPERIENCE
	<p>traceability to verify the requirements as specified in the Requirements Document have been satisfied.</p> <p>Coordination of User acceptance and assurance testing (e.g., gain user involvement, establish and define acceptance criteria, setting high-level test objectives, establish high level test scenarios, etc.)</p> <p>Review testing results for compliance with policies, procedures, plans, and test criteria and metrics (e.g. defect rates, progress against schedule, etc.)</p>	<p>Informatics, or Engineering, or Information Systems, or Commerce or other relevant qualification at NQF7</p> <p><u>Minimum Certificate</u></p> <p>Certification in Software QA Testing.</p> <p><u>Minimum Experience</u></p> <p>6+ years in ICT industry</p> <p>4+ years in Software QA Testing</p> <p>3+ years in integration testing, using relevant tools (e.g. SoapUI, LoadUI)</p> <p>3+ years in testing methodologies and standards</p> <p>3+ years in automated test tools</p> <p>3+ years in Quality Standards and Procedures</p> <p><u>Added Advantage</u></p> <p>Advanced Test Analyst ISTQB Certification will be an advantage</p>
3. Software Tester (x 2 resource)	<p>Create test cases, test data and perform all appropriate testing (unit testing, end-to-end testing, stress testing, regression testing)</p> <p>Create test environment and data where required by project, including demonstration of requirements traceability to verify the requirements as</p>	<p><u>Minimum Qualifications</u></p> <p>Relevant qualification in Computer Science, or Information Technology, or Informatics, or Engineering, or Information Systems,</p>

JOB TITLE	ROLES AND RESPONSIBILITIES	QUALIFICATIONS AND EXPERIENCE
	<p>specified in the Requirements Document have been satisfied.</p> <p>Coordination of User acceptance and assurance testing (e.g., gain user involvement, establish and define acceptance criteria, setting high-level test objectives, establish high level test scenarios, etc.)</p> <p>Review testing results for compliance with policies, procedures, plans, and test criteria and metrics (e.g. defect rates, progress against schedule, etc.)</p>	<p>or Commerce or other relevant qualification at NQF6</p> <p><u>Minimum Experience</u></p> <p>2+ years in ICT industry</p> <p>2+ year in Software QA Testing</p> <p>2+ years in testing methodologies and standards</p> <p><u>Added Advantage</u></p> <p>ISTQB Certification (Foundation) will be an advantage.</p>

3.21. Generic attributes, soft skills required for resources to function within a dynamic professional team:

- Output oriented without compromising quality.
- Dynamic and willing to work in a very challenging environment,
- A sense of urgency and ability to work under pressure.
- Strong communication skills i.e. writing, reporting etc.
- Good interpersonal skills relevant to team dynamics.
- High ethical standards and trustworthiness
- Deadline and results driven and actual meeting deadlines.
- Creative and innovative thinking.
- High performance achiever with passion and drive for process automation.
- Project documentation management including understanding importance of e-filing platforms.

3.22. DURATION OF THE CONTRACT

- a) A contract shall be entered into with ONE (1) service provider bidder for a period of 36 (Thirty-Six) months.
- b) The successful bidder shall take full responsibility for the delivery of programme / project milestones / activities / deliverables / outcomes that shall be monitored via a performance contract (SLA) defined by the Department and to be executed within a pre-determined timeframe.

5. BID EVALUATION STAGES

- a) The bid evaluation process consists of several stages that are applicable according to the nature of the bid as defined in the table below.
- b) The bidder must qualify for each stage to be eligible to proceed to the next stage of the evaluation.**

Stage	Description	Applicable for this Bid (Yes/No)
Stage 1	Administrative pre-qualification verification	Yes
Stage 2	Technical Mandatory requirement evaluation	Yes
Stage 3	Technical Functionality requirement evaluation	Yes
Stage 4	Special Conditions of Contract verification	Yes
Stage 5	Price / Specific Goals evaluation	Yes

6. ADMINISTRATIVE PRE-QUALIFICATION REQUIREMENTS

6.1. ADMINISTRATIVE PRE-QUALIFICATION VERIFICATION

- 6.1.1. The bidder must comply with ALL of the bid pre-qualification requirements in order for the bid to be accepted for evaluation.**
- 6.1.2. 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.

6.2. ADMINISTRATIVE PRE-QUALIFICATION REQUIREMENTS

- 6.2.1. Submission of bid response: The bidder has submitted a bid response documentation pack –**
 - (a) that was delivered at the correct physical or postal address and within the stipulated date and time as specified in the “Invitation to Bid” cover page, and;
 - (b) in the correct format as one original document, one copy and two copies on memory stick / USB.
- 6.2.2. Attendance of briefing session: Non-Compulsory Virtual Briefing Session**
- 6.2.3. 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).**
- 6.2.4. Standard Bidding Document forms: Submission of fully completed and signed Standard Bidding Document forms.**
- 6.2.5. Submission of Tax compliance status verification pin.**

TECHNICAL MANDATORY REQUIREMENTS

6. TECHNICAL MANDATORY

6.1. INSTRUCTION AND EVALUATION CRITERIA

- 6.1.1 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”.
- 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.**

6.2. TECHNICAL MANDATORY REQUIREMENTS

TECHNICAL MANDATORY REQUIREMENTS		Substantiating evidence of compliance (used to evaluate bid)	Evidence reference (to be completed by bidder)
6.2.1. This RFQ is invited in terms of SITA Contract RFB 1183/2022 and its Engagement Model. The bidder confirms that they are accredited on SITA RFB 1183/2022 for the various services requested in this RFQ.		Award letter / Accreditation letter from SITA confirming accreditation thereof of against the proposed ICN no and across the 9 Provinces NB: In an instance the main bidder is not accredited across all the above mentioned ICN numbers and 9 Provinces, bidders are advised to enter into a partnership / Joint Venture agreement / sub-contracting agreement with those accredited to ensure fully compliance with SITA regulations and all ICN. Failure to fully comply with this requirement, bidder(s) will be disqualified from the evaluation process.	Provide unique reference to locate substantiating evidence in the bid response e.g. SITA accreditation conformation for all stipulated ICN numbers.
6.2.2. The bidder confirms that they are duly accredited in respect of SITA RFB1183 for the following ICN numbers:			
ICN. No	Description		
ICT Management Services			
81112011-0004	ICT Management - Program Management		
81112011-0005	ICT Management - Project Management		
81112011-0006	ICT Management - Project Administration Support		
81112011-0007	ICT Management - ICT Governance and Compliance		
81112011-0008	ICT Management - Document Configuration		
81112011-0009	ICT Management - Quality Management		
Business Planning and Development			
81112011-0010	Business Planning and Development - ICT Strategic Consulting		
81112011-0011	Business Planning and Development - Business Analysis		
81112011-0018	System Analysis and Design		
81112011-0019	Business Solutions Delivery		
81112011-0021	Business Solutions Delivery - Business Solution Maintenance		
81112011-0022	Business Solutions Delivery - Specialized - Business Intelligence		
81112011-0024	Business Solutions Delivery - Specialized - Document and Image Management		
81112011-0025	Business Solutions Delivery - Specialized - Knowledge Management		
81112011-0026	Business Solutions Delivery - Application Configuration Management		

TECHNICAL MANDATORY REQUIREMENTS		Substantiating evidence of compliance (used to evaluate bid)	Evidence reference (to be completed by bidder)
81112011-0027	Business Solutions Delivery - Service Delivery (SLA) Management		
81112011-0028	Business Solutions Delivery - Capacity Planning and Availability Management		
Information Security Services			
81112011-0029	Information Security - Security Architecture		
81112011-0029	Information Security - Security Architecture		
81112011-0030	Information Security - Business Continuity Consultancy		
81112011-0031	Information Security - Policy Development and Implementation		
81112011-0032	Information Security - Specialized - Access Control		
81112011-0033	Information Security - Specialized - Identity Management		
81112011-0034	Information Security - Specialized - Physical and Environmental Security		
81112011-0035	Information Security - Specialized - Communication and Operations Security		
81112011-0036	Information Security - Specialized - Application Security		
81112011-0037	Information Security - Business Solution Compliance		
Business Solution Implementation Services			
81112011-0041	Business Solution Implementation - Data Management		
81112011-0042	Functional Application Support/COTS/ICT Services		
81112011-0043	Business Solution Implementation - ICT Infrastructure Acquisition Management		
81112011-0044	Business Solution Implementation - Operational Procedure Development		
ICT Services Support Management			
81112011-0047	ICT Services Support Management - Service Management Centre		
81112011-0048	ICT Services Support Management - Service Level Management		

TECHNICAL MANDATORY REQUIREMENTS		Substantiating evidence of compliance (used to evaluate bid)	Evidence reference (to be completed by bidder)
81112011-0049	ICT Services Support Management - Problem Management		
81112011-0050	ICT Services Support Management - Incident Management		
81112011-0051	ICT Services Support Management - ICT Configuration Management		
81112011-0052	ICT Services Support Management - Performance and Capacity Management		
81112011-0053	ICT Services Support Management - Change and Release Management		
Data Centre Services			
81112011-0054	Data Centre - Data Centre Architecture Planning and Design		
81112011-0055	Data Centre - Disaster Recovery and Business Continuity		
81112011-0056	Data Centre - Printing		
81112011-0057	Data Centre - Software Support and Maintenance		
81112011-0058	Data Centre - Database Support and Maintenance		
81112011-0059	Data Centre - Data Centre Operations		
Communication Network			
81112011-0060	Communication Network - WAN/VPN Planning and Design		
81112011-0061	Communication Network - WAN/VPN Development and Implementation		
81112011-0062	Communication Network - WAN/VPN Maintenance		
81112011-0063	Communication Network - Network Monitoring and Management		
81112011-0064	Communication Network - Internet/Intranet Hosting		
81112011-0065	Communication Network - Telecommunication		
LAN and Desktop			
81112011-0066	LAN and Desktop - LAN Planning and Design		
81112011-0068	LAN and Desktop - LAN and Desktop Support		
Planning and Organisation			

TECHNICAL MANDATORY REQUIREMENTS		Substantiating evidence of compliance (used to evaluate bid)	Evidence reference (to be completed by bidder)
81112011-0069	Planning and Organisation - Architecture and Governance Services		
81112011-0070	Functional Application Support Services		
6.2.3. The bidder must submit proof of tertiary qualifications (certified) for each CV submitted, as specified.		Certified proof of tertiary qualifications for each CV submitted.	
6.2.4. The bidder must submit proof of professional certification (certified) for each CV submitted, as specified.		Certified proof of professional certification for each CV submitted.	
6.2.5. The bidder must state the experience for each CV submitted, as specified.		Stated experience for each CV submitted.	

TECHNICAL MANDATORY REQUIREMENTS	Substantiating evidence of compliance (used to evaluate bid)	Evidence reference (to be completed by bidder)
6.2.6. The bidder must provide information and supporting documents about the Company's Structure	<ul style="list-style-type: none"> • Company Organisational Structure • Abridged CV's of the directors and executive management team. • Proof of physical office in Gauteng • ISO 9001:2015 certification 	
6.2.7. The bidder must submit signed consent letter/form from each resource submitted by the bidder indicating that the resource gives the bidder his/her consent to submit the CV signed after the date of publication of the tender.	Signed consent letter/form from each resource	
6.2.8. The bidder must submit Certified copy of the ID of the resources whose CV is submitted.	Certified ID copies of the resources.	
6.2.9. The bidders must submit Two (2) CVs for each Resource Requirement / Job Title.	Two (2) CVs per resource requirement or Job title.	

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>		

TECHNICAL FUNCTIONAL MANDATORY REQUIREMENTS

7. TECHNICAL FUNCTIONALITY MANDATORY REQUIREMENTS

7.1. INSTRUCTION AND EVALUATION CRITERIA

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

No.	Technical Functionality Mandatory requirements	Weighting
1.	Overall Bidder Experience	20%
2.	Bidder's IT scarce skills pool or the ability to source these skills within the market - Qualifications	25%
3.	Bidder's IT scarce skills pool or the ability to source these skills within the market - Certifications	20%
4.	Bidder's IT scarce skills pool or the ability to source these skills within the market - Experience	20%
5.	Financial Viability	15%
TOTAL		100%

- 7.1.5 **Minimum threshold.** To be eligible to proceed to the next stage of the evaluation the bid must achieve a minimum threshold score of **66.7%**.

7.1.6 Scoring Matrix

Score	Meaning	Explanation
0	Non-responsive	Does not comply / no evidence / no reference / no information / no inputs / irrelevant response.
1	Poor response	<ul style="list-style-type: none"> Meets some, but not all of the minimum requirements. Evidence not enough to substantiate the requirement.
2	Good response	<ul style="list-style-type: none"> Fully meets and complies with the specification requirements. Evidence substantiates the requirements.
3	Excellent Response	<ul style="list-style-type: none"> Fully meets and complies with the specification, beyond the requirements (e.g. best practices, etc.). Evidence substantiates the requirement. Additional innovation, best practice standards, benchmark models and better service offerings provided.

7.2. TECHNICAL FUNCTIONALITY MANDATORY REQUIREMENTS

TECHNICAL FUNCTIONALITY MANDATORY REQUIREMENTS	Substantiating evidence of compliance (used to evaluate bid)	Weighting %	Evidence reference (to be completed by bidder)
<p>Overall Bidder Experience</p> <p>Bidder must have at least 7 (seven) years' experience in active provisioning relevant IT services and skills and acquiring of related talent within the IT market, at least 3 years of which must be in the Criminal Justice Cluster departments, and not older than the past 7 (seven) years.</p> <p>Rating Scale:</p> <ul style="list-style-type: none"> No response - rating score = 0 Less than seven (7) years' experience – rating score = 1 Seven (7) years' experience – rating score = 2 	<p>Bidder to provide a comprehensive outline with a maximum of 3 (three) clients within the National Government Departments where similar services were provided in the past 7 (seven) years. The motivation may include some form of client's acknowledgement of good performance or similar credentials or appointment letters to prove the award of the projects.</p>	20%	<p>Provide unique reference to locate substantiating evidence in the bid response.</p>

TECHNICAL FUNCTIONALITY MANDATORY REQUIREMENTS	Substantiating evidence of compliance (used to evaluate bid)	Weighting %	Evidence reference (to be completed by bidder)
<ul style="list-style-type: none"> • More than seven (7) years' experience – rating score = 3 			
<p>Bidder's IT scarce skills pool or the ability to source these skills within the market - Qualifications</p> <p>CV's to be attached that describe the resource qualifications in relevant categories.</p> <p>The qualifications must be in line with the bid document. Proof of tertiary qualification for each CV submitted.</p> <p>Rating Scale:</p> <ul style="list-style-type: none"> • Resource's Qualifications not provided – rating score = 0 • Resource's Qualifications provided, but does not meet the required qualifications – rating score = 1 • Resource's Qualifications provided, and meets the required qualifications – rating score = 2 • Resource's Qualifications provided, and is beyond to the required qualifications, including having provided the added advantage qualifications – rating score = 3 <p>Note: Each CV per position will be evaluated using the above criteria, and an overall aggregate score will be determined in line with Annex C.</p>	<p>Bidder to provide certified proof of tertiary qualification(s) for each CV submitted, as specified.</p> <p>The qualifications must be in line with the bid document.</p>	25%	Provide unique reference to locate substantiating evidence in the bid response
<p>Bidder's IT scarce skills pool or the ability to source these skills within the market - Certification (where a requirement)</p> <p>The certification of resources in line with the bid requirements. Proof of</p>	<p>The certification of resources in line with the bid requirements.</p> <p>Proof of certification (certified copies) for each CV submitted.</p>	20%	Provide unique reference to locate substantiating evidence in

TECHNICAL FUNCTIONALITY MANDATORY REQUIREMENTS	Substantiating evidence of compliance (used to evaluate bid)	Weighting %	Evidence reference (to be completed by bidder)
<p>certification (certified copies) for each CV submitted.</p> <p>Rating Scale:</p> <ul style="list-style-type: none"> • Resource's Certifications not provided - rating score = 0 • Resource's Certifications provided, but does not meet the required certification – rating score = 1 • Resource's Certifications provided, and meets the required certification – rating score = 2 • Resource's Certifications provided, and is beyond to the required certification, including having provided the specified added advantage certifications - rating score = 3 <p>Note: Each CV per position will be evaluated using the above criteria and an overall aggregate score will be determined in line with Annex C.</p>			<p>the bid response</p>
<p>Bidder's IT scarce skills pool or the ability to source these skills within the market - Experience</p> <p>The experience (in years) of resources, in line with bid requirements. The name of the organization where resources implemented the projects</p> <p>A maximum of five (5) organizations can be listed per CV.</p> <p>Rating Scale:</p> <ul style="list-style-type: none"> • Resource's Experience not provided – rating score = 0 • Resource's Experience provided, but does not meet the required 	<p>The experience (in years) of resources, in line with bid requirements. The name of the organization where resources implemented the projects</p> <p>A maximum of five (5) organizations can be listed per CV.</p>	<p>20%</p>	<p>Provide unique reference to locate substantiating evidence in the bid response</p>

TECHNICAL FUNCTIONALITY MANDATORY REQUIREMENTS	Substantiating evidence of compliance (used to evaluate bid)	Weighting %	Evidence reference (to be completed by bidder)
<p>experience – rating score = 1</p> <ul style="list-style-type: none"> • Resource’s Experience provided, and meets the required experience – rating score = 2 • Resource’s Experience provided, and is beyond to the required experience, including having provided the added advantage experience – rating score = 3 <p>Note: Each CV per position will be evaluated using the above criteria and an overall aggregate score will be determined in line with Annex C.</p>			
<p>Financial capability and capacity - whether the bidder has access to sufficient financial resources to deliver the goods or services described in the bid documentation (including fulfilling any guarantees or warranty claims).</p> <p>Rating Scale:</p> <ul style="list-style-type: none"> • Non-responsive or no proof submitted - rating score = 0 • Less than R 20, 000, 000 - rating score = 1 • R 20, 000, 000 - rating score = 2 • Above R 20 000 000 - rating score = 3 	Letter from the bank to confirm the bidders cash flow and/or proof of bridging finance and/or or overdraft facilities, etc.	15%	Provide unique reference to locate substantiating evidence in the bid response

SPECIAL CONDITIONS OF CONTRACT (SCC)

8. SPECIAL CONDITIONS OF CONTRACT

8.1. INSTRUCTION

- (a) 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.
- (b) DOJ&CD reserves the right to –
 - i. Negotiate the conditions, or
 - ii. Automatically disqualify a bidder for not accepting these conditions.
- (c) In the event that the bidder qualifies the proposal with own conditions and does not specifically withdraw such own conditions when called upon to do so, DOJ&CD will invoke the rights reserved in accordance with subsection 8.1(2) above.
- (d) 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.
- (e) Bidders MUST respond on ALL service categories required, failure to do so will result in disqualification of the bid.

8.2. CONTRACTING CONDITIONS

- (a) **Formal Contract.** The Supplier must enter into a formal written Contract (Agreement) with DOJ&CD within 60 days from the date of acceptance of the letter of award or at a date agreed upon.
- (b) **Right of Award.** DOJ&CD reserves the right not to award the bid for the required goods or services.
- (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.

8.3. SERVICE LEVEL STANDARDS OVERVIEW

- (a) The successful Bidder will be required to enter into a Service Level Agreement (SLA) with the Department; this SLA will outline deliverables, timelines (e.g. working time), and standard operational procedure and associated penalties.
- (b) Notwithstanding any provision to the contrary in the GCC, the primary responsibility for rendering the services vests with the Service Provider and the Service Provider shall not transfer any obligation in terms of the SLA without the Department’s prior written approval.

- (c) Bidder shall meet all requirements as specified in the “special conditions of contracting” and will cooperate and participate in the SLA drafting process after the contract is awarded. Below is the SLA overview and minimum standards.
- (d) Bid document responds to ALL resource description requirements.
- (e) **Minimum SLA:**

SLA Type	Description	Mean Time To Respond	Mean Time To Resolve	Penalty
Resource Replacement	Replacement of the Resource as requested by the Department or the Service Provider.	Replacement Resource CV's provided within 30 days of notification.	Replacement Resource joins program within 30 days after interview.	10% of the monthly cost of the current resource to be replaced.
Documentation	All related documentation for all Service Categories.	n/a	100% of all documentation stored in the Department's documentation repository.	10% of the monthly cost of the resource responsible to ensure documentation stored in the Department's documentation repository.
Finances management	Invoices	n/a	100% of all invoices due submitted within agreed timeframes.	No financial penalty, however, service disputes may be imposed by the Department, should this service standard not be achieved.
	Reconciliations	n/a	100% accuracy of all financial reconciliations.	

8.4. SERVICE DELIVERABLES

- (a) The services acquired from the Service Provider will be utilised towards achieving the deliverables grouped into the following three main interdepartmental work streams:

- STREAM1: Person Integration Roadmap – Covering the development of a Unique Person Identifier, Integrated Booking, Person Tracking, Person Identification and Verification.
 - STREAM2: IJS Case Integration Roadmap – Covering the Integration of systems that deal with case management and exhibit management, e.g. CAS / ICDMS, ICMS, ECMS, RDOMS etc.
 - STREAM3: IJS Business Intelligence Roadmap - the development of Management Information Systems (BIS/GIS), the 28 KPI Dashboards and the establishment of a single database for statistical reporting.
- (b) The above Streams are inter-departmental in nature and therefore resources required will be deployed to all departments involved in the IJS as and when it becomes necessary.
- (c) Any additional work relating to the Services for which the Service Provider is appointed, which the Department requires the Service Provider to render outside the scope of this contract, shall be treated as a deviation and must be approved in accordance with the Department's relevant procedures, before such work is undertaken. This additional work may only commence with the prior written consent of the Department.

8.5. PRICES AND PAYMENT PLAN

- (a) The prices which shall be charged by the Service Provider for rendering services will have to be stipulated in the Costing Model.
- (b) The Service Provider shall furnish the Department on a monthly basis with an invoice accompanied by signed timesheets and / or acceptance certificates.
- (c) Any payments due by the Department to the Service Provider shall be made within 30 (thirty) days from the date of receipt of the invoice from the Service Provider.

8.6. PROJECT SERVICES

- (a) The process for requesting a service shall follow the key steps specified in below sections.
- (b) All service requests and associated pricing implications will be subject to the agreed pricing schedule.
- (c) Request for Service (“Service Request”)**
- Any Service Requests raised by the Department shall be formalised in the form of a Business Need Statement document. This document will provide a description of the required services, expected deliverables, acceptance criteria and associated timelines.
 - As confirmation of endorsement, the Business Need Statement document shall be signed by the relevant and authorised representative(s) from the Department.
 - The Business Need Statement will form the basis upon which engagements, pertaining to the service request, will be established with the Service Provider.
 - The Service Provider will assess the Business Need Statement and provide an estimate detailing the required effort, delivery time, and resources necessary to fulfil the Service Request (“Response to the Service Request”).
 - After review by the Department of the Service Provider's Response to the Service Request, the Department shall either accept or reject the Response to the Service Request. If

accepted, the Department shall sign to signify acceptance thereof. If rejected, the Department shall request additional information relating to the Response to the Service Request. The signed Response to the Service Request shall form part of this SLA.

- The Department reserves the right to outsource a service if an agreement thereon cannot be readily reached with the service provider.

(d) Implementation Services

- The Implementation Services will be performed by the Service Provider in accordance with the service requirements of the Business Needs statement document.
- The Service Provider takes responsibility for the delivery of services adhering to agreed milestones, activities, deliverables and outcomes, through its deployed resources.
- Payment for the Implementation services will be in accordance with the Payment Plan.

(e) Acceptance Criteria and Acceptance Tests

- An Acceptance Criteria shall be determined and agreed to between the Parties in the Service Provider's Response to the Service Request accepted by the Department.
- The Acceptance Criteria will serve as the sole means of measure of adherence to standards of delivery, in terms of both quantity and quality, of all services and goods delivered in response to a service request.
- The final testing of Deliverables will be undertaken by the Department with or without the assistance or participation of the Service Provider in order to assess whether or not the Deliverables meet the Acceptance Criteria.
- The acceptance of the Deliverables will be confirmed by the signing of the Acceptance Certificate by the relevant and authorised representative(s) from the Department.
- The signing of the Acceptance Certificate will serve as the Department's final endorsement of the goods or services delivered.
- Any additional requests will follow the change request process.
- Upon signing of the Acceptance Certificate, the responsibility for the Deliverable shall pass from the Service Provider to the Department.

8.7. COMPOSITE PRICING IN COSTING MODEL

- (a) The bidder must ensure that all resources provided by the bidder, are suitably qualified and experienced, in order for services to be rendered as per the bid requirements, and that such resources have been included, as per the cost model.

8.8. BIDDERS ONSITE RESOURCES – CONTRACT PERIOD ASSIGNMENT

- (a) The bidder must ensure that the required resources are assigned on a full-time basis for the duration of the contract period, or any other duration specified by DOJ&CD, not exceeding the duration of the contract period. All changes to resources specified in the bidder's response, must be discussed and agreed to with DOJ&CD. Should the DOJ&CD not be satisfied with the resources resulting from changes indicated above, the DOJ&CD reserves the right to require further resources to be considered for assignment.

8.9. BILLING FOR A SERVICE (PER SERVICE CATEGORY)

- (a) The total cost allocated to a service request will be subdivided into cost(s) associated with each defined service item.
- (b) The service request cost will be composed of the various applicable hourly rates.
- (c) The total cost attached to the effort spent on each service item, as determined in accordance with the various applicable rates and applicable hours spent, will be billed at least once a month.
- (d) Only the total cost of the combined service request(s), will be reflected on the invoice. The detailed breakdown of effort expended per service item will be provided as supporting documents.
- (e) Evidence relating to work completed on each service item needs to be maintained by the Service Provider for both record and audit purposes.

8.10. CONTRACTING MODEL

- (a) Bidder accepts the contracting model as stipulated in this document and agrees to the conditions thereof.

8.11. PENALTIES

- (a) If the Service Provider fails to deliver any or all of the goods or to perform the services within the periods(s) specified in the contract, the Department has the right, without prejudice to its other remedies under the contract, to deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until delivery or performance. The Department may also consider termination of the contract pursuant to GCC.
- (f) The Service Provider will not be entitled to any service credits should the service be delivered within or ahead of target timeframes.
- (g) Service dispute resolution processes may be triggered due to non-performance on the part of the Service Provider. Refer to clauses 23 & 27 of the GCC.
- (h) The enforcement of a penalty does not exempt the Service Provider 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 non-performance until resolved.
- (i) During a Service Dispute, the Service Provider 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 in terms of the Payment Plan.
- (j) No interest shall be payable on accounts due to the Service Provider in the event of a dispute arising out of any stipulation in the contract.
- (k) Notwithstanding the aforementioned, and without prejudice to any other rights the Department has, the Department reserves the right to enter into dispute resolution process at any point in time with the view of contract cancellation (e.g. service(s) not rendered, unsatisfactory performance, sub-standard work, etc.)

- (l) Any penalty levied must reflect as separate line item on the next invoice, in respect of the service to which the penalty applies.

8.12. SERVICE PROVIDER'S GENERAL RESPONSIBILITIES

- (a) Without limiting the generality of the SLA the Service Provider shall, inter alia, have the following responsibilities under the SLA:
- Assign the resources for the execution of the contract based on the bid response. The Service Provider may not change the resources assigned to the contract as per their bid response, without consultation and agreement with the Department. The Department may only consider changes in resources, should the proposed resources meet the minimum requirements as per the bid specifications.
 - Provide in advance (prior to contract commencement) the details of its employees, based on the bid response, that will be working during the contract period.
 - Ensure that all its resources involved in the execution of the contract will sign non-disclosure agreements and shall abide thereby.
 - Ensure that the Service Provider has access to all necessary resources, as specified in this bid specifications, at their disposal, in order to ensure good quality delivery. This may include the assignment of additional resources/skills when required to meet set deliverable timelines.
 - Ensure proper management of all documents and information related to the contract, for audit purposes.
 - Ensure that documentation submitted to the Department is of good quality and includes relevant stakeholder consultations and communications during the documentation compilation process.
 - Where required, apply proper project management skills in line with the Department's Project Management Framework and produce and provide the Department with the required project management documentation in line with the Department Project Management Framework.
 - Although no employee - employer relationship exists between the Department and the Service Provider's resources, the Service Provider and its resources must adhere to the Departments policies (e.g. health and safety, ICT usage, security (IT and physical)).
 - The Service Provider shall be responsible for its own parking arrangements and costs thereof.
 - Where it is a requirement of the Service Request for skills transfer, the Service Provider shall ensure the continuous transfer of knowledge and skills to the relevant Department, resources etc.
 - Direct and facilitate engagements with all relevant stakeholders necessary for the successful implementation of the contract.
 - In the discharging of its services, no travelling, parking and accommodation costs will be claimed by the Service Provider, unless such travel is in advance requested in writing and approved by the Department. Only in this event, will the Department incur travel related costs.
 - The Department may require that services be performed by the Service Provider after hours and must be pre-approved by the department (e.g. scheduled maintenance windows, resolutions of major incidents, etc.).
 - The successful bidder shall take full responsibility for the delivery of programme / project milestones / activities / deliverables / outcomes that shall be monitored via a performance

contract (SLA) defined by the Department and to be executed within a pre-determined timeframe.

- In the event that the Departments opt's to migrate its existing technologies to newer versions, the bidder accepts that all necessary training and certification for their resources as a result of the technology upgrades (e.g. software version upgrades) is for the bidders own cost. The Department will not accommodate any claims whatsoever for the training of the bidder's resources.

8.13. SERVICES AND PERFORMANCE METRICS

- (a) Where references are required, the Department reserves the right to contact the references supplied for verification purposes.
- (b) The Department reserves the right to direct that specific resources be used to fulfil certain roles to provide services. This will provide an opportunity for the programme to ensure continuity and retention of current skills.
- (c) The Department reserves the right to scale up or scale down the number of resources required to provide necessary services to the programme at any given point in time, during the 36 (Thirty-Six) months' contract period.
- (d) Services will be delivered or executed across all the IJS member departments, while the primary site is at the Department of Justice & Constitutional Development.
- (e) The successful Bidder will be required to enter into a Service Level Agreement (SLA) with the Department; this SLA will outline deliverables, timelines, and standard operating procedures and associated penalties.
- (f) DOJ&CD may vary the scope outlined in this bid to include reasonable additional work within the wider scope of the programme.
- (g) DOJ&CD will require all resources providing the required services to hand over all documents and information that he/she had access to during the period of working on the task – this will include hard and soft versions.
- (h) DOJ&CD will require access to any security devices, passwords or protective mechanisms to the soft versions of documents to be written and will have the right to amend and change these without obligation whatsoever to the contracted resource upon completion of the task.
- (i) In the provision of services to the department, any bidder representatives or contracted resource may not make any copies of any documentation that belongs to DOJ&CD or that has resulted as a consequence of the programme / project and if he/she has done so for purposes of the programme / project, he/she will return this upon the termination of the agreement.
- (j) The resources providing required services will include in its costing provisions for the attendance of any meetings / sessions to be held with the programme stakeholders, the management team of DOJ&CD and any associated progress reporting forums.
- (k) Progress reports will include assigned deliverables, deviations from deliverables, risks identified, progress made, concerns that the contracted resource has encountered in the management and implementation of the project.

- (l) Upon awarding of this bid, all resources providing required services may be interviewed by a panel appointed by IJS, as it is important for DOJ&CD to obtain appropriate skills and good interface with the existing team. The interviews are compulsory to complete the implementation stage.
- (m) The prospective candidate resources (in his/her CV as well as during the proposed interview) are expected to prove previous experience to the selection panel of his/her capabilities, quoting references to previous work done of similar magnitude.
- (n) More CV's (in line with the bid requirements) may be requested from the successful bidder in the event that the panel did not recommend any of the candidates interviewed.
- (o) The DOJ&CD reserves the right to request the successful bidder to replace a resource, should the resource be deemed as non-performing.
- (p) Written undertaking, within agreed timeframes, that all resources to be provided in connection with this bid shall be vetted and evaluated in terms competency by the bidder before recommended to the Department.
- (q) Written undertaking letter, within agreed timeframes, that all resources to be provided in connection with this bid shall be subjected to security clearance as determined by the Department.
- (r) Written undertaking that reference checks in connection with resource may be conducted by the Department from previous clients where similar services were provided.
- (s) 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.

8.14. SERVICE DELIVERABLES

- (a) The services acquired from the Service Provider will be utilised towards achieving the deliverables grouped into the following three main interdepartmental work streams:
 - STREAM1: Person Integration Roadmap – Covering the development of a Unique Person Identifier, Integrated Booking, Person Tracking, Person Identification and Verification.
 - STREAM2: IJS Case Integration Roadmap – Covering the Integration of systems that deal with case management and exhibit management, e.g. CAS / ICDMS, ICMS, ECMS, RDOMS etc.
 - STREAM3: IJS Business Intelligence Roadmap - the development of Management Information Systems (BIS/GIS), the 28 KPI Dashboards and the establishment of a single database for statistical reporting.
- (b) Any additional work relating to the Services for which the Service Provider is appointed, which the Department requires the Service Provider to render outside the scope of this contract, shall be treated as a deviation and must be approved in accordance with the Department's relevant procedures, before such work is undertaken. This additional work may only commence with the prior written consent of the Department.

8.15. PRICES AND PAYMENT PLAN

- (a) The prices which shall be charged by the Service Provider for rendering services will have to be stipulated in a separate Annexure.
- (b) The Service Provider shall furnish the Department on a monthly basis with an invoice accompanied by signed timesheets and / or acceptance certificates.
- (c) Any payments due by the Department to the Service Provider shall be made within 30 (thirty) days from the date of receipt of the invoice from the Service Provider.

8.16. PROJECT SERVICES

- (a) The process for requesting a service shall follow the key steps specified in below sections.
- (b) All service requests and associated pricing implications will be subject to the agreed pricing schedule.

8.17. REQUEST FOR SERVICE (“SERVICE REQUEST”)

- (a) Any Service Requests raised by the Department shall be formalised in the form of a Business Need Statement document. This document will provide a description of the required services, expected deliverables, acceptance criteria and associated timelines.
- (b) As confirmation of endorsement, the Business Need Statement document shall be signed by the relevant and authorised representative(s) from the Department.
- (c) The Business Need Statement will form the basis upon which engagements, pertaining to the service request, will be established with the Service Provider.
- (d) The Service Provider will assess the Business Need Statement and provide an estimate detailing the required effort, delivery time, and resources necessary to fulfil the Service Request (“Response to the Service Request”).
- (e) After review by the Department of the Service Provider’s Response to the Service Request, the Department shall either accept or reject the Response to the Service Request. If accepted, the Department shall sign to signify acceptance thereof. If rejected, the Department shall request additional information relating to the Response to the Service Request. The signed Response to the Service Request shall form part of this SLA.
- (f) The Department reserves the right to outsource a service if an agreement thereon cannot be readily reached with the service provider.

8.18. IMPLEMENTATION SERVICES

- (a) The Implementation Services will be performed by the Service Provider in accordance with the service requirements of the Business Needs statement document.
- (b) The Service Provider takes responsibility for the delivery of services adhering to agreed milestones, activities, deliverables and outcomes, through its deployed resources.

- (c) Payment for the Implementation services will be in accordance with the Payment Plan.

8.19. ACCEPTANCE CRITERIA AND ACCEPTANCE TESTS

- (a) An Acceptance Criteria shall be determined and agreed to between the Parties in the Service Provider's Response to the Service Request accepted by the Department.
- (b) The Acceptance Criteria will serve as the sole means of measure of adherence to standards of delivery, in terms of both quantity and quality, of all services and goods delivered in response to a service request.
- (c) The final testing of Deliverables will be undertaken by the Department with or without the assistance or participation of the Service Provider in order to assess whether or not the Deliverables meet the Acceptance Criteria.
- (d) The acceptance of the Deliverables will be confirmed by the signing of the Acceptance Certificate by the relevant and authorised representative(s) from the Department.
- (e) The signing of the Acceptance Certificate will serve as the Department's final endorsement of the goods or services delivered.
- (f) Any additional requests will follow the change request process.
- (g) Upon signing of the Acceptance Certificate, the responsibility for the Deliverable shall pass from the Service Provider to the Department.

8.20. BILLING FOR A SERVICE

- (a) The total cost allocated to a service request will be subdivided into cost(s) associated with each defined service item.
- (b) The service request cost will be composed of the various applicable hourly rates.
- (c) The total cost attached to the effort spent on each service item, as determined in accordance with the various applicable rates and applicable hours spent, will be billed at least once a month.
- (d) Only the total cost of the combined service request(s), will be reflected on the invoice. The detailed breakdown of effort expended per service item will be provided as supporting documents.
- (e) Evidence relating to work completed on each service item needs to be maintained by the Service Provider for both record and audit purposes.

8.21. PENALTIES

- (a) If the Service Provider fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the Department has the right, without prejudice to its other remedies under the contract, to deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until delivery or performance. The Department may also consider termination of the contract pursuant to GCC.
- (b) The Service Provider will not be entitled to any service credits should the service be delivered within or ahead of target timeframes.

- (c) Service dispute resolution processes may be triggered due to non-performance on the part of the Service Provider. Refer to clauses 23 & 27 of the GCC.
- (d) The enforcement of a penalty does not exempt the Service Provider 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 non-performance until resolved.
- (e) During a Service Dispute, the Service Provider 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 in terms of the Payment Plan.
- (f) No interest shall be payable on accounts due to the Service Provider in the event of a dispute arising out of any stipulation in the contract.
- (g) Notwithstanding the aforementioned, and without prejudice to any other rights the Department has, the Department reserves the right to enter into dispute resolution process at any point in time with the view of contract cancellation (e.g. service(s) not rendered, unsatisfactory performance, sub-standard work, etc.)
- (h) Any penalty levied must reflect as separate line item on the next invoice, in respect of the service to which the penalty applies.

8.22. CERTIFICATION, EXPERTISE AND QUALIFICATION

- (a) The Supplier represents that,
 - 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;
 - it is committed to provide the Services; and
 - perform all obligations detailed herein without any interruption to DOJ&CD.
- (b) The Supplier must provide the service in a good and workmanlike manner and in accordance with the practices and high professional standards used in well-managed operations performing services similar to the Services.
- (c) The Supplier must perform the services in the most cost-effective manner consistent with the level of quality and performance as defined in Statement of Work or Service Definition.
- (d) The bidder undertakes to provide the exact resources as detailed in the CVs submitted in their bid response. Any substitution of resources will only be permitted at the department's discretion, provided that the substitute resources meet the specified criteria of qualification, certification, and experience. Furthermore, bidders must ensure that resources are not shared across different roles within the program.

8.23. REGULATORY, QUALITY AND STANDARDS

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

8.24. PERSONNEL SECURITY CLEARANCE

- (a) The service provider's 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 service provider must ensure that the security clearances of all personnel involved in the Contract remains valid for the period of the contract.
- (c) The service provider must provide proof of security vetting.

8.25. CONFIDENTIALITY AND NON-DISCLOSURE CONDITIONS

- (a) The service provider, 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:
 - the Promotion of Access to Information Act, 2000 (Act no. 2 of 2000);
 - being clearly marked "Confidential" and which is provided by one Party to another Party in terms of this Contract;
 - 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;
 - 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;
 - being information, the disclosure of which could reasonably be expected to endanger a life or physical security of a person;
 - being technical, scientific, commercial, financial and market-related information, know-how and trade secrets of a Party;
 - 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
 - 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
 - information the disclosure of which would be likely to prejudice or impair the safety and security of a building, structure or system, including, but not limited to, a computer or communication system; a means of transport; or any other property; or a person; methods, systems, plans or procedures for the protection of an individual in accordance with a witness protection scheme; the safety of the public or any part of the public; or the security of property; information the disclosure of which could reasonably be expected to cause prejudice to the defence of the Republic; security of the Republic; or international relations of the Republic; or plans, designs, drawings, functional and technical requirements and

specifications of a Party, but must not include information which has been made automatically available, in terms of the Promotion of Access to Information Act, 2000; and information which a Party has a statutory or common law duty to disclose or in respect of which there is no reasonable expectation of privacy or confidentiality;

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

8.26. 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.

8.27. SUPPLIER DUE DILIGENCE

- (a) DOJ&CD reserves the right to conduct supplier due diligence prior to final award or at any time during the Contract period and this may include pre-announced/ non-announced site visits. During the due diligence process the information submitted by the bidder will be verified and any misrepresentation thereof may disqualify the bid or Contract in whole or parts thereof.

8.28. TRAVELLING, PARKING AND ACCOMMODATION COSTS

- (a) The bidder accepts that in discharging of its services, no travelling, parking and accommodation will be reimbursed by the Department. The bidder is required to ensure that all travelling, parking and accommodation costs are included in their pricing and not costed separately from any service/s that are to be rendered. The Department will not accommodate any claims whatsoever for travelling, parking and accommodation.

8.29. AFTER HOURS WORKING

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

8.30. SERVICE DELIVERY MANAGEMENT REPRESENTATIVES

- (a) The bidder's service delivery management representative(s) will be located on a permanent basis at the national office.
- (b) The Department reserves the right to instruct the bidder to change its allocated Service Delivery Management representative(s) in the event of unsatisfactory performance, within a period of 2 months.

8.31. DECLARATION OF COMPLIANCE

	ACCEPT ALL	DO NOT ACCEPT ALL
(1) The bidder declares to ACCEPT ALL the Special Condition of Contract as specified in section Error! Reference source not found. above by indicating with an "X" in the "ACCEPT ALL" column.		

	ACCEPT ALL	DO NOT ACCEPT ALL
<p>NOTE: Failing to Accept ALL the Special Condition of Contract as specified in section 8.2 above will result in disqualification.</p>		

9. COSTING AND PRICING

9.1. COSTING AND PREFERENCE EVALUATION

9.1.1 In terms of Preferential Procurement Policy Framework Act (PPPFA), the following preference point system is applicable to all Bids:

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

9.1.2 This bid will be evaluated using the preferential point system of **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;

9.1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) Preference Points for Specific Goals

9.1.4 The maximum points for this tender will be allocated as follows, subject to par.2.

Table: Points allocation

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

9.1.5 **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)	Number of points allocated (80/20 system)
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	5
Enterprises with ownership of 51% or more by person/s who are disability	1	2

9.2. COSTING AND PRICING CONDITIONS

9.2.1 SOUTH AFRICAN PRICING

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

9.2.2 TOTAL PRICE

- (a) All quoted prices are the total price for the entire scope of required services and deliverables to be provided by the bidder.
- (b) The cost of delivery, labour, S&T, overtime, etc. must be included in this bid.
- (c) All additional costs must be clearly specified.
- (d) These conditions will form part of the Contract between DOJ&CD and the bidder. However, DOJ&CD reserves the right to include or waive the condition in the Contract.
- (e) The bidder must **complete the declaration of acceptance** as per section 9.4 below by marking with an "X" either "ACCEPT ALL", or "DO NOT ACCEPT ALL", failing which the declaration will be regarded as "DO NOT ACCEPT ALL" and the bid will be disqualified.

9.2.3 BID PRICING SCHEDULE

- (a) **Note:** Bidders will complete the bid pricing schedule in the Excel spreadsheet format provided and include this as part of the hard copy submission documents and on the memory stick/USB to be submitted.

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

9.3. 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 9.1.5 above by indicating with an "X" in the "ACCEPT ALL" column.		

9.2.4 COSTING MODEL AND PRICING SCHEDULE

- (a) The resource pricing structure must be broken down per resource required and must be inclusive of value added tax (VAT).
- (b) Prices will be adjusted according to Consumer Price Index (CPI) after every 12 months from the commencement date of the contract.
- (c) Bidders are to complete the Pricing Schedule included as Annex B.

9.2.5 PAYMENT PLAN

- (a) Payment will be effected within 30 days after receipt of a detailed invoice from the successful bidder, as per agreed SLA conditions. Payments will be made upon delivery of services in accordance with the base-contract concluded with the successful bidder.

TERMS AND DEFINITIONS

10.1 ABBREVIATIONS

- DOJ&CD Department of Justice and Constitutional Development
- PPPFA Preferential Procurement Policy Framework Act
- IJS Integrated Justice System
- EME Exempted Micro Enterprise
- GCC General Conditions of Contract
- SCC Special Conditions of Contract
- SLA Service Level Agreement
- VAT Value Added Tax

10.2 Definitions

- 10.2.1 **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 10.2.2 **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad -Based Black Economic Empowerment Act;
- 10.2.3 **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 10.2.4 **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price BIDS, advertised competitive bidding processes or proposals;
- 10.2.5 **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 10.2.6 **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 10.2.7 **“consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- 10.2.8 **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 10.2.9 **“EME”** means any enterprise with annual total revenue of R5 million or less.
- 10.2.10 **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;

- 10.2.11 **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, considering, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 10.2.12 **“non-firm prices”** means all prices other than “firm” prices;
- 10.2.13 **“person”** includes a juristic person;
- 10.2.14 **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 10.2.15 **“sub-contract”** means *the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;*
- 10.2.16 **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- 10.2.17 **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 10.2.18 **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

ANNEX B: ELECTRONIC PRICING SCHEDULE

- a) Bidders are to complete the electronic Pricing Schedule provided as Annex B. The pricing schedule/costing model and **MUST** be submitted in a separate sealed envelope.

N.B. Failure to comply with the above condition, it will be regarded as non-compliance and your bid proposal will be disqualified from the evaluation process.

ANNEX C: ELECTRONIC RESOURCES EVALUATION TOOL

- a) Each CV per position will be evaluated by the Department in respect of qualifications, certifications and experience using the electronic resources evaluation tool provided as Annex C.