



the doj & cd

Department:
Justice and Constitutional Development
REPUBLIC OF SOUTH AFRICA

REQUEST FOR BID (RFB)

The Department of Justice and Constitutional Development invites all interested suppliers / resellers who are accredited in terms of the SITA TRANSVERSAL CONTRACT RFB 1183/2013 to submit proposals for requirements stipulated below:

DOCUMENT NUMBER:	RFB 2020 08
RFB ISSUE DATE:	10 MARCH 2021
RFB CLOSING TIME AND DATE:	24 MARCH 2021 @ 11:00 AM
RFB VALIDITY PERIOD:	120 days from RFB closing date
DESCRIPTION:	PROVISION OF SERVICE DESK AND SERVICE MANAGEMENT SERVICES FOR THE DEPARTMENT OF JUSTICE AND CONSTITUTIONAL DEVELOPMENT FOR A PERIOD OF 3 YEARS AND 1 MONTH FOR TRANSITION-IN SERVICES.
PERIOD:	THREE (3) YEARS AND 1 MONTH.
BRIEFING SESSION TIME AND DATE CLOSING DATE FOR WRITTEN QUESTIONS :	NB: Due to Covid 19 measures, There will be NO Compulsory briefing session. Interested bidders are encouraged to send enquiries pertaining to this bid by e-mail to SCM@Justice.gov.za no later than 15 March 2021 quoting the RFB number and description. Feedback on enquiries received will ONLY be published on Departmental website on the 18 March 2021
RESPONSES TO THIS RFB SHOULD BE FORWARDED TO:	BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE TENDER / BID BOX SITUATED AT, MOMENTUM BUILDING, 329 PRETORIUS STREET, DOJCD) PRETORIA CENTRAL
ENQUIRIES:	Send to SCM@justice.gov.za

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SECTION 1: INVITATION TO PROVIDE A BID (SBD 1)

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF JUSTICE AND CONSTITUTIONAL DEVELOPMENT				
BID NUMBER:	RFB 2020 08	CLOSING DATE:	24 MARCH 2021 @ 11:00 AM	
DESCRIPTION	PROVISION OF SERVICE DESK AND SERVICE MANAGEMENT SERVICES FOR THE DEPARTMENT OF JUSTICE AND CONSTITUTIONAL DEVELOPMENT FOR A PERIOD OF 3 YEARS AND 1 MONTH FOR TRANSITION-IN SERVICES.			
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE TENDER / BID BOX SITUATED AT, MOMENTUM BUILDING, 329 PRETORIUS STREET, DOJCD) PRETORIA CENTRAL				
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				
	TCS PIN:		OR	CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?				

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)
	<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)
	<input type="checkbox"/>	A REGISTERED AUDITOR
		NAME:
[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? [if yes answer part b:3 below]
SIGNATURE OF BIDDER	DATE
CAPACITY UNDER WHICH THIS BID IS SIGNED		
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE (ALL INCLUSIVE)
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:
DEPARTMENT/ PUBLIC ENTITY		CONTACT PERSON
CONTACT PERSON		TELEPHONE NUMBER
TELEPHONE NUMBER		FACSIMILE NUMBER
FACSIMILE NUMBER		E-MAIL ADDRESS
E-MAIL ADDRESS	SCM@justice.gov.za	SCM@justice.gov.za

SECTION 2 - 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 Online
- 1.3. Bidders Must Register On The Central Supplier Database (Csd) To Upload Mandatory Information Namely: (Business Registration/ Directorship/ Membership/Identity Numbers; Tax Compliance Status; And Banking Information For Verification Purposes). B-Bbee Certificate Or Sworn Affidavit For B-Bbee Must Be Submitted To Bidding Institution.
- 1.4. Where A Bidder Is Not Registered On The Csd, Mandatory Information Namely: (Business Registration/ Directorship/ Membership/Identity Numbers; Tax Compliance Status May Not Be Submitted With The Bid Documentation. B-Bbee Certificate Or Sworn Affidavit For B-Bbee Must Be Submitted To Bidding Institution.
- 1.5. This Bid Is Subject To The Preferential Procurement Policy Framework Act 2000 And The Preferential Procurement Regulations, 2017, The General Conditions Of Contract (Gcc) And, If Applicable, Any Other Legislation Or Special Conditions Of Contract.

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 View The Taxpayer's Profile And Tax Status.
- 2.3 Application For Tax Compliance Status (Tcs) Or Pin May Also Be Made Via E-Filing. In Order To Use This Provision, Taxpayers Will Need To Register With Sars As E-Filers Through The Website [Www.Sars.Gov.Za](http://www.sars.gov.za).
- 2.4 Bidders May Also Submit A Printed Tcs Together With The Bid.
- 2.5 In Bids Where Consortia / Joint Ventures / Sub-Contractors Are Involved, Each Party Must Submit A Separate Proof Of Tcs / Pin / Csd Number.
- 2.6 Where No Tcs Is Available But The Bidder Is Registered On The Central Supplier Database (CSD), A Csd Number Must Be Provided.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- 3.1. Is The Bidder A Resident Of The Republic Of South Africa (RSA)? Yes No
- 3.2. Does The Bidder Have A Branch In The RSA? Yes No
- 3.3. Does The Bidder Have A Permanent Establishment In The RSA? Yes No
- 3.4. Does The Bidder Have Any Source Of Income In The RSA? Yes No

If The Answer Is “No” To All Of The Above, Then, It Is Not A Requirement To Obtain A Tax Compliance Status / Tax Compliance System Pin Code From The South African Revenue Service (SARS) And If Not Register As Per 2.3 Above.

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SECTION 3 - SCM PRE-QUALIFICATION

BELOW DOCUMENTS MUST BE FULLY COMPLETED AND SUBMITTED FOR SCM PRE-QUALIFICATION

DOCUMENT THAT MUST BE SUBMITTED	NON-SUBMISSION AND COMPLETION WILL RESULT IN DISQUALIFICATION	
COMPULSORY BRIEFING SESSION	NO	<ul style="list-style-type: none"> NB: Due to Covid 19 measures, There will be NO Compulsory briefing session. Interested bidders are encouraged to send enquiries pertaining to this bid by e-mail to SCM@Justice.gov.za no later than 15 March 2021 quoting the RFB number and description. Feedback on enquiries received will ONLY be published on Departmental website on the 18 March 2021
INVITATION TO BID – SBD 1	YES	<ul style="list-style-type: none"> Complete and sign the supplied pro forma document
DECLARATION OF INTEREST – SBD 4	YES	<ul style="list-style-type: none"> Complete and sign the supplied pro forma document
PREFERENTIAL PROCUREMENT PREFERENCE POINTS – SBD 6.1	YES	<ul style="list-style-type: none"> Complete and sign the supplied pro forma document
DECLARATION OF BIDDER'S PAST SCM PRACTICES – SBD 8	YES	<ul style="list-style-type: none"> Complete and sign the supplied pro forma document
CERTIFICATE OF INDEPENDENT BID DETERMINATION – SBD 9	YES	<ul style="list-style-type: none"> Complete and sign the supplied pro forma document

DOCUMENT THAT MUST BE SUBMITTED	NON-SUBMISSION AND COMPLETION WILL RESULT IN DISQUALIFICATION									
GOOD STANDING ON TAX AFFAIRS	YES	<ul style="list-style-type: none"> The bidder must be in good standing with SARS in respect of any relevant legislative tax commitments and must provide together with the bid response a SARS pin number for verification purposes. 								
PREFERENCE SHALL BE GIVEN TO QSE (PRIME BIDDER)	YES	<ul style="list-style-type: none"> In terms of Preferential Procurement Regulation of 2017, preference will be given to bidders with a QSE status for evaluation as a pre-qualification condition. 								
ONLY SUPPLIERS ACCREDITED IN TERMS OF SITA TRANSVERSAL CONTRACT SITA 1183/2013 THAT CAN PROVIDE SERVICES IN TERMS OF THE <i>ICT SERVICE SUPPORT MANAGEMENT</i> CATEGORY WILL BE CONSIDERED	YES	<ul style="list-style-type: none"> Provide proof that you are a supplier on the Transversal Contract SITA 1183/2013 that can provide the following services: <table border="1" data-bbox="766 867 1458 1167"> <tbody> <tr> <td data-bbox="766 867 1003 940">• 81112011-0044</td> <td data-bbox="1015 867 1458 940">• ICT Services Support Management – Service Management Centre</td> </tr> <tr> <td data-bbox="766 940 1003 1014">• 81112011-0045</td> <td data-bbox="1015 940 1458 1014">• ICT Services Support Management – Service Level Management</td> </tr> <tr> <td data-bbox="766 1014 1003 1087">• 81112011-0046</td> <td data-bbox="1015 1014 1458 1087">• ICT Services Support Management – Problem Management</td> </tr> <tr> <td data-bbox="766 1087 1003 1161">• 81112011-0047</td> <td data-bbox="1015 1087 1458 1161">• ICT Services Support Management – Incident Management</td> </tr> </tbody> </table> 	• 81112011-0044	• ICT Services Support Management – Service Management Centre	• 81112011-0045	• ICT Services Support Management – Service Level Management	• 81112011-0046	• ICT Services Support Management – Problem Management	• 81112011-0047	• ICT Services Support Management – Incident Management
• 81112011-0044	• ICT Services Support Management – Service Management Centre									
• 81112011-0045	• ICT Services Support Management – Service Level Management									
• 81112011-0046	• ICT Services Support Management – Problem Management									
• 81112011-0047	• ICT Services Support Management – Incident Management									
SUB-CONTRACTING	YES	<ul style="list-style-type: none"> If GEN, then the prime bidder must sub-contract a minimum of 30% of the awarded contract value to a qualifying QSE or an EME on any identified designated groups as defined in the revised Preferential Procurement Regulation of 2017 as per Government Gazette dated 20 January 2017. If QSE, then the prime bidder must sub-contract a minimum of 30% of the awarded contract value to a qualifying EME on any identified designated groups as defined in the revised Preferential Procurement Regulation of 2017 as per 								

DOCUMENT THAT MUST BE SUBMITTED	NON-SUBMISSION AND COMPLETION WILL RESULT IN DISQUALIFICATION	
		<p>Government Gazette dated 20 January 2017.</p> <ul style="list-style-type: none"> • The prime bidder shall be compelled to subcontract irrespective of the classification level of the prime bidder (whether QSE OR EME or Large Enterprise) to qualify to be evaluated further in terms of any further prescribed criteria. • N.B: Bidders that do not meet the above mentioned criteria stipulated in the tender document will be will be eliminated from further evaluation.
SUB-CONTRACTOR LINKS	YES	<ul style="list-style-type: none"> • Below are links to the Central Supplier Database where the bidders can search for EME partners per province. • N.B: Bidders that do not meet the above mentioned criteria will be eliminated from further evaluation

SECTION 4 : EMPOWERMENT THROUGH MANDATORY SUBCONTRACTING

1. In terms of the PPPFA read together with the revised Preferential Procurement Regulations of 2017, the DoJ&CD is expected to fast-track the implementation of the regulation in order to achieve its small business empowerment objectives by encouraging skills transfer through meaningful sub-contracting or development partnership or incubator programs.
2. The bid response must demonstrate that the prime bidder has a programme or is willing to put a programme in place to incorporate small development partners (EME) or (QSE) registered on the CSD that are willing to meaningfully participate in the upstream or downstream services relating to core-services outlined in the RFB document.
3. The bidder may identify one or more sub-contractor / development partner using various empowerment models, including but not limited to provincial development partnerships, regional procurement strategies or centralized partnerships with decentralized operations in various provinces or regions, etc. The combination of any chosen sub-contracting model must be equivalent to a minimum of 30% of awarded contract value.
4. Prime bidder must be willing to provide reasonable access to the nominated sub-contractors / development partners to resources and the necessary training on various aspects of services to be delivered in terms of this RFB and be willing to implement a meaning technical skills transfer programme.
5. Prime bidder must be able to issue the necessary competency certificate to the nominated sub-contractor / development partner during the contract period.
6. The nominated subcontractor must be classified as EME or QSEs level enterprise of in terms of the new Preferential Procurement Regulations 2017 and must be registered on the CSD.
7. The DoJ&CD's (SCM) may make available the list of EME and QSEs registered on the CSD, however, it is the prerogative of the prime bidder to assess the subcontractor / development partner and identify areas of development, skills transfers and upstream / downstream participation and beneficiation in relevant maintenance and or support services relating to the core-services of the RFB. It is therefore advisable that potential prime bidders independently

identify subcontractor / development partner that have displayed interest in services outlined in the RFB.

8. The prime bidder must provide a memorandum of understanding or sub-contracting agreement as part of the bid response, demonstrating the intent to enter into a strategic sub-contracting arrangement or development partnership, subject to the award of this bid.
9. The prime bidder must provide supporting evidence as part of the bid response that the subcontractor or development partner has confirmed willingness to participate in a strategic sub-contracting arrangement or development partnership, subject to the award of this RFB. This document may include the nature of services that may be negotiated post-award to form the basis for a strategic sub-contracting arrangement or development partnership.
10. As part of an effective Contract Management, the DoJ&CD may request the prime contractor to submit progress or status reports on the sub-contracting arrangement between itself and the subcontractor or development partner.

SECTION 5 – STANDARD BIDDING DOCUMENTS

SBD 4 - DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or

- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:

2.3 Position occupied in the Company (director, trustee, shareholder²):

2.4 Company Registration Number:

2.5 Tax Reference Number:

2.6 VAT Registration Number:

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

¹ "State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

² "Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder **YES / NO**
presently employed by the state?

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

.....

Name of state institution at which you or the person

connected to the bidder is employed:

.....

Position occupied in the state institution:

.....

Any other particulars:

.....

.....
.....

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**

2.7.2.1 If yes, did you attached proof of such authority to the bid document? **YES / NO**

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

.....
.....
.....

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars:

.....
.....
.....

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person **YES / NO**

employed by the state and who may be involved with the evaluation and or adjudication of this bid?

2.9.1 If so, furnish particulars.

.....
.....
.....

2.10 Are you, or any person connected with the bidder, **YES/NO**
aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?

2.10.1 If so, furnish particulars.

.....
.....
.....

2.11 Do you or any of the directors / trustees / shareholders / members **YES/NO** of the company have any interest in any other related companies whether or not they are bidding for this contract?

2.11.1 If so, furnish particulars:

.....
.....
.....

SBD 5 - THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

INTRODUCTION

The National Industrial Participation (NIP) Programme, which is applicable to all government procurement contracts that have an imported content, became effective on the 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases / lease contracts (for goods, works and services) entered into after this date, are subject to the NIP requirements. NIP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the programme.

1. PILLARS OF THE PROGRAMME

1.1 The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US\$ 10 million or other currency equivalent to US\$ 10 million shall have an NIP obligation. This threshold of US\$ 10 million can be reached as follows:

- a. Any single contract with imported content exceeding US\$10 million, or
- b. Multiple contracts for the same goods, works or services each with imported content exceeding US\$3 million awarded to one seller over a 2 year period which in total exceeds US\$10 million, or
- c. A contract with a renewable option clause, where should the option be exercised the total value of the imported content shall exceed US\$10 million, or
- d. Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US\$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US\$10 million.

1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above shall amount to 30 % of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a pro-rata basis.

1.3 To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers.

1.4 A period of seven years has been identified as the time frame within which to discharge the obligation.

2. REQUIREMENTS OF DEPARTMENT OF TRADE & INDUSTRY

2.1 In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contract that is in excess of **R10 million (ten million rand)**, submit details of such a contract to the DTI for reporting purposes.

2.2 The purpose for reporting details of contracts in excess of the amount of R10 million (ten million rand) is to cater for multiple contracts for the same goods, works or services; renewable contracts

and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1.(b) to 1.1. (d) above.

3. BID SUBMISSION AND CONTRACT REPORTING REQUIREMENTS OF BIDDERS AND SUCCESSFUL BIDDERS (CONTRACTORS)

3.1 Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with the bid on the closing date and time.

3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million (ten million rand), to contact and furnish the DTI with the following information:

- bid or contract number.
- description of the goods, works or services.
- date on which the contract was accepted.
- name, address and contact details of the government institution.
- value of the contract.
- imported content of the contract, if possible.

3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr. Elias Malapane within five (5) working days after award of the contract. Mr Malapane may be contacted at telephone (012) 394 1401, facsimile (012) 394 2401 or e-mail at Elias@thedti.gov.za for further details about the programme.

4. PROCESS TO SATISFY THE NIP OBLIGATION

4.1 Once the successful bidder (contractor) has made contact with and furnished the DTI with the information required, the following steps shall be followed:

- a. The contractor and the DTI shall determine the NIP obligation;
- b. the contractor and the DTI shall sign the NIP obligation agreement;
- c. the contractor shall submit a performance guarantee to the DTI;
- d. the contractor shall submit a business concept for consideration and approval by the DTI;
- e. upon approval of the business concept by the DTI, the contractor shall submit detailed business plans outlining the business concepts;
- f. the contractor shall implement the business plans; and

g. the contractor shall submit bi-annual progress reports on approved plans to the DTI.

4.2 The NIP obligation agreement is between the DTI and the successful bidder (contractor) and, therefore, does not involve the purchasing institution.

Bid number..... Closing date.....

Name of bidder.....

Postal address.....

.....

Signature.....Name (in print)

Date.....

SBD 6.1 PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- 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

a) The value of this bid is estimated to exceed R50 000 000 (all applicable taxes included) and therefore the 90/10 preference point system shall be applicable;

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	90
B-BBEE STATUS LEVEL OF CONTRIBUTOR	10
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) “**B-BBEE**” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) “**B-BBEE status level of contributor**” means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) “**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 goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) “**Broad-Based Black Economic Empowerment Act**” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) “**EME**” means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) “**functionality**” means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) “**prices**” includes all applicable taxes less all unconditional discounts;
- (h) “**proof of B-BBEE status level of contributor**” means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) “**QSE**” means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

3.1 THE 90/10 PREFERENCE POINT SYSTEMS

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

90/10

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{\min} = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)
1	10
2	9
3	6
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

5. BID DECLARATION

5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)
 (Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....

iv) Whether the sub-contractor is an EME or QSE
(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

Designated Group: An EME or QSE which is at last 51% owned by:	EME ✓	QSE ✓
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....
.....
.....
.....

8.6 COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in business:.....

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

- (a) disqualify the person from the bidding 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 bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

<p>WITNESSES</p> <p>1.</p> <p>2.</p>
--

<p>.....</p> <p>SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE:</p>

SBD 8 - DECLARATION OF BIDDER'S PAST SCM PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.

- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.

- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		

4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p>The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	<p>Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	<p>Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME):

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

SBD 9 - CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. 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 consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. 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 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.

10. 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.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

GCC - GENERAL CONDITIONS OF CONTRACT (GCC)

GCC FOR GOVERNMENT PROCUREMENT : NOTES

The purpose of this document is to:

- Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.
- 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.
- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if (applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

1. Definitions	18. Contract amendments
2. Application	19. Assignment
3. General	20. Subcontracts
4. Standards	21. Delays in the supplier's performance
5. Use of contract documents and information; inspection	22. Penalties
6. Patent rights	23. Termination for default
7. Performance security	24. Dumping and countervailing duties
8. Inspections, tests and analysis	25. Force Majeure
9. Packing	26. Termination for insolvency
10. Delivery and documents	27. Settlement of disputes
11. Insurance	28. Limitation of liability
12. Transportation	29. Governing language
13. Incidental services	30. Applicable law
14. Spare parts	31. Notices
15. Warranty	32. Taxes and duties
16. Payment	33. National Industrial Participation Programme (NIPP)
17. Prices	34. Prohibition of restrictive practices

GENERAL CONDITIONS OF CONTRACT

1. DEFINITIONS

- 1.1 The following terms shall be interpreted as indicated:
- 1.2 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
- 1.3 “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.
- 1.4 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.5 “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.
- 1.6 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.7 “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.
- 1.8 “Day” means calendar day.
- 1.9 “Delivery” means delivery in compliance of the conditions of the contract or order.
- 1.10 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
- 1.11 “Delivery into consignees 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.
- 1.12 "Dumping" occurs when a private enterprise abroad market 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.
- 1.13 "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.
- 1.14 “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 bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

- 1.15 “GCC” means the General Conditions of Contract.
- 1.16 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.17 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his 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 place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.18 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.19 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.20 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.21 “Project site,” where applicable, means the place indicated in bidding documents.
- 1.22 “Purchaser” means the organization purchasing the goods.
- 1.23 “Republic” means the Republic of South Africa.
- 1.24 “SCC” means the Special Conditions of Contract.
- 1.25 “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.
- 1.26 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

2. APPLICATION

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids 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.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. GENERAL

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

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za.

4. STANDARDS

4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. USE OF CONTRACT DOCUMENTS AND INFORMATION; INSPECTION.

5.1 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.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 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.

5.4 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.

6. PATENT RIGHTS.

6.1 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.

7. PERFORMANCE SECURITY

- 7.1 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 SCC.
- 7.2 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.
- 7.3 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:
- 7.4 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
- 7.5 A cashier's or certified cheque
- 7.6 The performance security will be discharged by the purchaser and returned to the supplier no 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 SCC.

8. INSPECTIONS, TESTS AND ANALYSES

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid 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 organization acting on behalf of the Department
- 8.3 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.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 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.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not accept 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.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not accept with the contract requirements may be rejected.

8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to accept 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 accept 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.

8.8 The provisions of clauses 8.4 to 8.7 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 23 of GCC.

9. PACKING

9.1 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.

9.2 The packing, marking, and documentation within and outside the packages shall accept strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. DELIVERY AND DOCUMENTS

10.1 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 SCC.

10.2 Documents to be submitted by the supplier are specified in SCC.

11. INSURANCE

11.1 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 SCC.

12. TRANSPORTATION

12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

13. INCIDENTAL SERVICES

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
 - 13.1.1 Performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - 13.1.2 Furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - 13.1.3 Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - 13.1.4 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
 - 13.1.5 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.
- 13.2 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.

14. SPARE PARTS

- 14.1 As specified in SCC, 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:
 - 14.1.1 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
 - 14.1.2 In the event of termination of production of the spare parts:
 - 14.1.3 Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - 14.1.4 Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. WARRANTY

- 15.1 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.

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

16. PAYMENT

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. PRICES

- 17.1 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 bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

18. CONTRACT AMENDMENTS

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

19. ASSIGNMENT

- 19.1 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.

20. SUBCONTRACTS

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

21. DELAYS IN THE SUPPLIER'S PERFORMANCE

21.1 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.

21.2 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.

21.3 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.

21.4 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.

21.5 Except as provided under GCC Clause 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 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 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.

22. PENALTIES

22.1 Subject to GCC Clause 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 23.

23. TERMINATION FOR DEFAULT

- 23.1 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:
- 23.1.1 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 21.2;
- 23.1.2 If the Supplier fails to perform any other obligation(s) under the contract; or
- 23.1.3 If the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms 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.
- 23.3 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 ten (10) years.
- 23.4 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.
- 23.5 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.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- 23.6.1 The name and address of the supplier and / or person restricted by the purchaser;
- 23.6.2 The date of commencement of the restriction
- 23.6.3 The period of restriction; and
- 23.6.4 The reasons for the restriction.
- 23.7 These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.8 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.

24. ANTI-DUMPING AND COUNTERVAILING DUTIES AND RIGHTS

24.1 When, after the date of bid, provisional payments are required, or antidumping 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.

25. FORCE MAJEURE

25.1 Notwithstanding the provisions of GCC Clauses 22 and 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.

25.2 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.

26. TERMINATION FOR INSOLVENCY

26.1 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.

27. SETTLEMENT OF DISPUTES

- 27.1 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.
- 27.2 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.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- 27.6 The parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- 27.7 The purchaser shall pay the supplier any monies due the supplier.

28. LIMITATION OF LIABILITY

- 28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;
- 28.2 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
- 28.3 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.

29. GOVERNING LANGUAGE

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

30. APPLICABLE LAW

- 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

31. NOTICES

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. TAXES AND DUTIES

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. NATIONAL INDUSTRIAL PARTICIPATION (NIP) PROGRAMME

33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

34. PROHIBITION OF RESTRICTIVE PRACTICES

34.1 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 bid rigging).

34.2 If a service provider (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.

34.3 If a service provider(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 bid(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.

SECTION 6: BIDDING REQUIREMENTS

1. DEFINITIONS

- 1.1 “Department” – means the Department of Justice and Constitutional Development.
- 1.2 “DOJ&CD” - means the Department of Justice & Constitutional Development.
- 1.3 “PPPF” – means Preferential Procurement Policy Framework
- 1.4 “RFB” – means Request for Quotation. In this document, RFB and “bid” is used interchangeably and shall have the same meaning and effect.
- 1.5 “Receiving party” – any legal recipient of this document
- 1.6 “Validity Period” – means 120 days commencing from the RFB closing date. This date could be extended by agreement between DOJ&CD and the Bidders.
- 1.7 Business hours- means from 07:30 – 17:00 excluding public holidays and weekends

2. SPECIAL BID CONDITIONS

- 2.1 Confidential Information Disclosure Notice
- 2.2 This document contains confidential information that is the property of the Department of Justice & Constitutional Development (DOJ&CD). This confidentiality clause extends to Bidder partners and/or implementation agents, whom the Bidder may decide to involve in preparing a response to this RFB.
- 2.3 No part of the contents may be used, copied, disclosed or conveyed in whole or in part to any party in any manner whatsoever other than for preparing a proposal in response to this Bid, without prior written permission from the DOJ&CD.
- 2.4 All copyright and Intellectual Property herein vests with DOJ&CD.
- 2.5 For purposes of this process, the term “Confidential Information” shall include all technical and business information, including, without limiting the generality of the foregoing, all secret knowledge and information (including any and all financial, commercial, market, technical, functional and scientific information, and information relating to a party’s strategic objectives and planning and its past, present and future research and development), technical, functional and scientific requirements and specifications, data concerning business relationships, demonstrations, processes, machinery, know-how, architectural information, information contained in a party’s software and associated material and documentation, plans, designs and drawings and all material of whatever description, whether subject to or protected by copyright, patent or trademark, registered or un-registered, or otherwise disclosed or communicated before or after the date of this process.

- 2.6 The receiving party shall not, during the period of validity of this process, or at any time thereafter, use or disclose, directly or indirectly, the confidential information of DOJ&CD (even if received before the date of this process) to any person whether in the employment of the receiving party or not, who does not take part in the performance of this process.
- 2.7 The receiving party shall take all such steps as may be reasonably necessary to prevent DOJ&CD's confidential information coming into the possession of unauthorised third parties. In protecting the receiving party's confidential information, DOJ&CD shall use the same degree of care, which does not amount to less than a reasonable degree of care, to prevent the unauthorised use or disclosure of the confidential information as the receiving party uses to protect its own confidential information.
- 2.8 Any documentation, software or records relating to confidential information of DOJ&CD, which comes into the possession of the receiving party during the period of validity of this process or at any time thereafter or which has so come into its possession before the period of validity of this process:
- 2.9 Shall be deemed to form part of the confidential information of DOJ&CD;
- 2.10 Shall be deemed to be the property of DOJ&CD;
- 2.11 Shall not be copied, reproduced, published or circulated by the receiving party unless and to the extent that such copying is necessary for the performance of this process and all other processes as contemplated in; and
- 2.12 Shall be surrendered to DOJ&CD on demand, and in any event on the termination of the investigations and negotiations, and the receiving party shall not retain any extracts.

3. BID SPECIFICATIONS – LEGAL REVIEW

- 3.1 Any bidder who has reasons to believe that any clause of this specification is in conflict with any applicable legislation in the Republic of South Africa, must inform the Department in writing, stating reasons for believing such (quoting applicable legislation & clauses), before the clarification questions closing date.

4. NEWS AND PRESS RELEASES

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

5. PRECEDENCE OF DOCUMENTS

- 5.1 This RFB consists of a number of sections. Where there is a contradiction in terms between the clauses, phrases, words, stipulations or terms and herein referred to generally as stipulations in this RFB and the stipulations in any other document attached hereto, or the RFB submitted hereto, the relevant stipulations in this RFB shall take precedence.

5.2 Where this RFB is silent on any matter, the relevant stipulations addressing such matter and which appear in the PPPFA shall take precedence. Bidders shall refrain from incorporating any additional stipulations in its proposal submitted in terms hereof other than in the form of a clearly marked recommendation that DOJ&CD may in its sole discretion elect to import or to ignore. Any such inclusion shall not be used for any purpose of interpretation unless it has been so imported or acknowledged by DOJ&CD.

5.3 It is acknowledged that all stipulations in the PPPFA are not equally applicable to all matters addressed in this RFB. It however remains the exclusive domain and election of DOJ&CD as to which of these stipulations are applicable and to what extent. Bidders are hereby acknowledging that the decision of DOJ&CD in this regard is final and binding. The onus to enquire and obtain clarity in this regard rests with the Bidder(s). The Bidder(s) shall take care to restrict its enquiries in this regard to the most reasonable interpretations required to ensure the necessary consensus.

6. BIDDER QUERIES

6.1 Should it be necessary for a bidder to obtain clarity on any matter arising from or referred to in this RFB document, please refer queries, in writing to the officials below.

E-mail address
SCM@justice.gov.za

6.2 Under no circumstances may any other employee within DOJ&CD, other than the contact person provided above, be approached for any information. Any such action may result in a disqualification of a response submitted in competition to the RFB.

6.3 DOJ&CD reserves the right to place a received query and its corresponding response thereto, on its website, or a website that it has officially selected for such correspondence.

6.4 Any bidder who has reasons to believe that this specification is written in such a manner that it favours any organization, must inform the Department in writing, stating reasons for believing such, before the clarification questions closing date.

6.5 Language: All correspondence for this bid shall be in English.

7. BRIEFING SESSION

7.1 Due to 19 measures, there will be NO compulsory briefing session.

8. LANGUAGE

8.1 All correspondence for this bid shall be in English.

9. HEADINGS

9.1 Headings are incorporated into this proposal and submitted in response thereto, for ease of reference only and shall not form part thereof for any purpose of interpretation or for any other purpose.

SECTION 7: TECHNICAL SPECIFICATIONS REQUIREMENTS

1. INTRODUCTION

- 1.1 The key mandate of the Department of Justice and Constitutional Development (herein after referred to as the Department) is to support the Administration of Justice and uphold the Constitution. This is done by implementing an effective and efficient court-based system and through the provision of quality legal services to the country's citizens and the state. In support of these goals, the Department requires well-functioning support services that are in line with best practices and good corporate governance.
- 1.2 In supporting the key mandate of the Department, Information and Communication Technology (ICT) is a key strategic enabler in continuously improving (modernising) service delivery to the citizens of our country.
- 1.3 To this end, and in line with the modernisation journey, the Department has over the years implemented ICT capabilities which include an underlying ICT infrastructure that is required to enable and support business solutions (e.g. core business applications, email, intranet portal, etc.).
- 1.4 The Department requires a Service Desk that focuses outwardly on the customer which is the Departmental staff and inwardly towards the day to day business processes.
- 1.5 The Department seeks to appoint a Service Provider for the supply and delivery of Services Desk and Service Management Services for a period of three (3) years and one (1) month Transition-in services through the SITA Transversal Contract **RFB 1183/2013**. This is an invitation to potential suppliers ("Bidders") in terms of the Transversal Contract who are **QSE** level suppliers, to submit Bids for the provision thereof as detailed in the specification below.

2. PURPOSE

- 2.1 The purpose of this RFB is to appoint a suitably qualified service provider to provide ICT services which includes (i) service desk operations (ii) service delivery management and (iii) project services for 3 years.

2.2 General Responsibilities

- 2.2.1 The Bidder is expected to perform the following general functions, amongst other in complying with its obligations under this document.
- 2.2.2 Provide and maintain adequate training to the Service Desk Personnel in Service Desk techniques and best practices; to ensure proficiency in understanding the Department's ICT environment to be able to identify, resolve incidents and fulfill service requests.

- 2.2.3 Continuously increase the efficiency of Service Desk Personnel in First Level Resolution; to reduce or eliminate escalation.
- 2.2.4 Continuously implement measures to encourage End Users to use Self-Help services for matters that they can easily resolve themselves.
- 2.2.5 Provide additional resources or staffing during planned and unplanned critical events. This includes the provision of dedicated onsite resources when required.
- 2.2.6 Ensure that the confidentiality and privacy of the Department's data and information (including personal information) is protected at all times as per the Department's Information Security- and other Departmental Policies
- 2.2.7 Ensure that a Disaster Recovery and Business Continuity Plan and facilities are in place and available in the event of planned and unplanned shutdown of the Service Desk facilities.
- 2.2.8 The bidder must, amongst others, provide functional requirements for the Service Desk Services in line with (i) the defined service level standards (ii) the Department's processes and procedures (iii) industry best practices (based on the ITIL framework) and (iv) utilising the stipulated toolsets

3. LANDSCAPE

- 3.1 The ICT Service Desk is the single point of contact for users in the DOJ&CD for all application and infrastructure related incidents and service requests.
- 3.2 The table below provides an overview of the landscape of the current Service Desk Services. The quantities provided are based on approximate historic data and should be used as reference by bidders in their response. It should be noted that depending on how the contract is executed (based on the functional requirements), these quantities might change.

SERVICE DESK: LANDSCAPE			
DESCRIPTION			QUANTITIES
ICT users: Quantity	Approximate number of ICT users		20 000
Service Desk Call statistics	Average number of calls logged per month (includes incidents, problems, and service requests etc.) from all channels		19 200
	Average number of calls logged Telephonically per month		11 500
	Average number of calls logged via other Channels per month (e.g. self-help portal, e-mail, via monitoring tools)		7 700
First Line Call resolution	Current First line call resolution target rate		70%

Third Party Suppliers (Vendors and OEM): Call statistics	Average number of calls routed to Third Party Suppliers (Vendor and OEM) per month (all types of calls)	8 500
	Current Number of Third Party Suppliers (Vendors, including OEM). This number may increase or decrease in the duration of the contract.	40

4. SERVICE DESK CHANNELS

4.1 The following channels are used to access the Service Desk services:

- 4.1.1 Self-help portal
- 4.1.2 E-mail
- 4.1.3 Telephonic
- 4.1.4 Automated service requests (in cases where incidents are automatically created by monitoring tools)

5. SERVICE DESK INFRASTRUCTURE AND TOOLSETS

5.1 Infrastructure:

- 5.1.1 All infrastructure for the Service Desk will be provided by the Department at its premises, and includes the following:
 - 5.1.2 Office accommodation (desks and floor space)
 - 5.1.3 Computer equipment (desktop computers and central a printer including its consumables)
 - 5.1.4 Telephony equipment (including headsets).

5.2 Toolsets:

All toolsets will be provided by the Department. The configuration of these toolsets will be implemented and maintained by the Department. These toolsets include the following:

- 5.2.1 All toolsets will be provided by the Department. The configuration of these toolsets will be implemented and maintained by the Department. These toolsets include the following:
- 5.2.2 ITSM BMC Remedy Version 7.6.04 Modules: Service Desk, Incident, Problem, Change, Release, Service Request, Service Level Management, Asset Management (CMDB), Dashboards & Analytics, Reporting, - all activities in the Service Desk will be managed utilising this tool.
- 5.2.3 Please note that the Department is upgrading to BMC Remedy ITSM Version 19.08 (Incident Management, Problem Management, Change and Release Management, Service Request Management, Asset and CMDB Management, Service Level Management, Knowledge Management, Event Management, Smart Reporting, MyIT, and SmartIT, etc.).

Service Providers are to ensure that their resources are adequately trained to utilise both the current and upgraded toolset at any given time during the contract period.

- 5.2.4 Customer Interaction Center (CIC) Modules: Contact Centre & Enterprise Telephony, Quality Management, Integration Feedback, etc. All telephone calls will be managed utilising this tool. The Department may review and replace the use of this tool in future.
- 5.2.5 Windows Remote Desktop - all remote support services will be provided utilising this tool.
- 5.2.6 In the event that additional resources are required, infrastructure and licensing requirements will have to be discussed and agreed upon with the Department.
- 5.2.7 **Should the provided equipment be damaged by the Service Provider; such equipment shall be replaced by the Service Provider.**

6. CONTRACT SCOPE GROWTH / REDUCTION

- 6.1 For the purposes of this bid, Contract Scope Growth / Reduction is regarded as follows:
 - 6.1.1 Contract Scope Growth – is regarded as services that may increase during the contract period (e.g. increased number of ICT users in the Department due to filling of vacant positions, adding of additional offices).
 - 6.1.2 Contract Scope Reduction – is regarded as services that may reduce during the contract period (e.g. certain functions of the Department, and by implication affected ICT users, transferred to another organisation).
 - 6.1.3 Contract Scope Growth - the bidder is required to provide for a scope growth to a maximum of 10% at any time during the contract period, in their costing. The bidder must ensure that 10% growth must be included in the bidder's costing. The bidder accepts that should the scope growth exceed 10%, the cost of the additional scope will be at the same terms and conditions as in this bid specifications and the bidders bid response.
 - 6.1.4 Contract Scope Reduction - in the event that the scope is reduced to more than 10%, the Department will renegotiate the contract terms and conditions with the bidder.

7. SCOPE

7.1 The Primary/Main service areas include:

7.1.1 Service Desk Operations

7.1.2 Service Delivery Management

8. DELIVERABLES

8.1 Service Desk Operations

Service Desk Operations comprise of the following services:

8.1.1 Service Desk Operations Management

8.1.1.1 Providing strategic leadership for the Service Desk services.

8.1.1.2 Providing overall service level management for all Service Desk activities.

8.1.1.3 Ensuring Service Desk's compliance to the Department's ICT policies and procedures.

8.1.1.4 Ensuring that all Service Desk processes and procedures are in place (created), adhered to (compliance tracking) and are continuously improved throughout the lifecycle of the contract.

8.1.1.5 Ensuring that all the Service Desk processes and procedures are reviewed, audited and updated and a gap analysis and recommendations plan submitted with implementation plan to the Department for approval.

8.1.1.6 Ensuring that policies, standards, work instructions and standard operating procedure manuals are in place (created) adhered to (compliance tracking) and are continuously improved throughout the lifecycle of the contract; with the Department's approval.

8.1.1.7 Ensuring that a proper file plan is in place (created), adhered to (compliance tracking) and are continuously improved throughout the lifecycle of the contract as per the Department's approved file plan. This includes storing soft and hard copies of documents in the Department's repository.

8.1.1.8 Providing overall management for all Service Desk activities including engagement / meetings with Department's representatives and keeping records of such.

8.1.1.9 Ensuring that the Service Desk is fully resourced in order to meet all requirements and service level standards for the Service Desk.

- 8.1.1.10 Ensuring that the Service Desk is continuously coached/trained in order to meet all requirements and service level standards for the Service Desk.
- 8.1.1.11 Ensuring that the Service Desk human resources are adequately qualified to meet the functional requirements and as per specified qualifications for each job profile.
- 8.1.1.12 Ensuring that a Service Desk Escalation Matrix is in place (created) for all service areas adhered to (compliance tracking) and is continuously improved throughout the lifecycle of the contract; with the Department's approval.
- 8.1.1.13 Maintaining and providing escalation contact lists for all Service Areas including: Third Party suppliers such as vendors, OEM and service providers.
- 8.1.1.14 Ensuring that the toolsets provided by the Department meet the service requirements by recommending improvements in the toolset configuration for the Department to consider.
- 8.1.1.15 Managing the overall finances (e.g. invoices) for Service Desk services; specifically services provided by the service provider.
- 8.1.1.16 Managing the implementation of all projects in the Service Desk environment; specifically services provided by the service provider.
- 8.1.1.17 Ensuring that all Service Desk Reviews are attended to and all related action items, are implemented.
- 8.1.1.18 Producing the necessary reports (e.g. trend analysis, service performance, etc.) for service improvement and management reporting purposes.
- 8.1.1.19 Communicating all challenges timeously to the Department's Service Delivery Management and recommends improvements for consideration.
- 8.1.1.20 Executing other services as the Department may specify; determined through discussions and agreements.
- 8.1.1.21 Ensure that a Disaster Recovery and Business Continuity Plan and facilities are in place and available in the event of planned and unplanned shutdown of the Service Desk facilities.
- 8.1.1.22 Disaster Recovery and Business Continuity Services

8.1.2 **Call Management**

This service includes activities for receiving, monitoring and routing of calls to ensure that all Incidents and Service Requests are handled, resolved and fulfilled in accordance with Service Levels Targets. This should comply with the Departmental obligations under Continuous

Service Improvement; with focus on reducing call volumes and increasing Service Desk productivity figures. The main activities of Call Management are, amongst others:

- 8.1.2.1 Answering calls for incidents and service requests that arrive through the telephony system, which is provided by the Department.
- 8.1.2.2 Receive and respond to Incidents and Service Requests that arrive through email, web interface, self-help and other interfaces.
- 8.1.2.3 Logging Incidents and Service Requests on BMC Remedy ITSM tool and providing a reference number to the end-user for tracking purposes.
- 8.1.2.4 Logging, categorizing and prioritizing all incidents and service requests. Prioritise Incidents and Service Requests according to the Departmental work instruction.
- 8.1.2.5 Logging and categorizing problems for investigation and resolution by problem management.
- 8.1.2.6 Providing First Level investigation and/or resolutions of incidents and service requests.
- 8.1.2.7 Routing, managing and monitoring the end to end resolution of incidents and service requests.
- 8.1.2.8 Ensuring compliance to the Departmental End User Authentication procedure.
- 8.1.2.9 Verifying the end-user's current details on the service desk tool every time an end-user makes contact with the Service Desk.
- 8.1.2.10 Providing Active Directory password reset support.
- 8.1.2.11 Using Service Desk core tools to assist end-users.
- 8.1.2.12 Minimising abandoned call rate.
- 8.1.2.13 Routing Incidents and Service Requests to the relevant resolver groups.
- 8.1.2.14 Tracking and updating the status of the Incidents and Service Requests
- 8.1.2.15 Contacting End Users in case of non-resolved calls and advising them on the status and progress of their call.
- 8.1.2.16 Contacting End Users where incidents were resolved (including routed incidents) by sending an email to the end-user and soliciting feedback through an end-satisfaction survey. In case of First Call Resolution for Incidents and Service Requests, the end-user must be provided with the option of being put through to a telephonic survey.

- 8.1.2.17 Linking calls arising from the same root cause to the parent call.
- 8.1.2.18 Linking all related incidents to the relevant problem.
- 8.1.2.19 Accessing and using the knowledge management database for the purposes of First Level support.
- 8.1.2.20 Applying and complying with the Department's ICT policies and procedures.
- 8.1.2.21 Applying and ensuring that the confidentiality and privacy of Department Data as well as that of the end-users information and data (including personal information) are protected at all times, in strict compliance with the Department's Information Security Policy and the relevant policies.
- 8.1.2.22 Re-opening calls bearing a "Resolved" status on request of an End User or Service Provider
- 8.1.2.23 Updating the Knowledge Management Database with known solutions, known issues and lessons learnt to enable quicker call resolution in future.

8.1.3 **Incident Management**

This service includes all the activities required to monitor and manage incidents that are logged. The main activities are, amongst others:

- 8.1.3.1 Monitoring, controlling and managing all Incidents until they are resolved, using the BMC Remedy ITSM tool.
- 8.1.3.2 Coordinating with all designated resolver group(s) to manage all incidents to resolution and closure.
- 8.1.3.3 Maintaining communication with affected end-users from the time of logging incidents until resolution of the incidents.
- 8.1.3.4 Providing statistical results on all incidents per Departmental services on a daily, weekly, monthly and ad-hoc basis.
- 8.1.3.5 Providing information to the Department and other service providers when required for the development of Incident Reports and Root Cause Analysis for all priority incidents.
- 8.1.3.6 Managing the resolution of the incidents; including tracking, updating and reporting on the status of the incident, with the relevant technical teams and stakeholders.
- 8.1.3.7 Communicating with users for any scheduled downtimes, existing problems or any types of issues where the users need to be notified.

- 8.1.3.8 Ensuring that incidents are closed once resolved.
- 8.1.3.9 Providing input into updating the Knowledge Base including the known error database.
- 8.1.3.10 Ensuring that all administrative tasks are fulfilled once calls are resolved (e.g. updating user information, CMDB etc.).
- 8.1.3.11 Resolving Incidents and directing end-users to the satisfaction survey.
- 8.1.3.12 Producing the necessary reports with Incident Management metrics (e.g. average incident resolution time, percentage of re-opened incidents, incident backlog, first call resolution, trend analysis, service performance etc.) for service improvement and management reporting purposes.
- 8.1.3.13 Using the BMC Remedy ITSM tool knowledge base to resolve incidents for all ICT services.

8.1.4 **Service Request Management**

This service includes all the activities required to monitor and manage service requests that are logged. The main activities are, amongst others:

- 8.1.4.1 Routing Service Requests for fulfilment to the designated resolver group(s).
- 8.1.4.2 Coordinating with all designated resolver group(s) to manage all service requests to resolution and closure.
- 8.1.4.3 Tracking Service Request calls and keep the requesting end-user informed.
- 8.1.4.4 Providing statistical results of all service requests per Departmental services on a daily, weekly, monthly and ad-hoc basis
- 8.1.4.5 Resolving Service requests and directing End-Users to the Satisfaction survey.
- 8.1.4.6 Managing the fulfilment of Service Requests; including tracking, updating and reporting on the status of the service requests with the relevant stakeholders.
- 8.1.4.7 Ensuring that Service Requests are closed once resolved.
- 8.1.4.8 Provide input into updating the knowledge base including the known error database
- 8.1.4.9 Using the BMC Remedy ITSM system knowledge base to resolve service requests for all ICT services

8.1.4.10 Ensuring that all administrative tasks are fulfilled once calls are resolved (e.g. updating user information, CMDB etc.).

8.1.4.11 Producing the necessary reports with Service Request metrics (e.g. service request queue rate, percentage of escalated service requests, percentage of overdue service requests, service request performance etc.) for service improvement and management reporting purposes.

8.1.5 **Service Desk Operations Reporting**

8.1.5.1 Producing predefined and customised operational and statistical reports for all service desk functions Producing reports for various levels (e.g. executive, senior management and operational levels).

8.1.5.2 Producing reports at predefined periods (e.g. hourly, daily, weekly, monthly, quarterly and annual etc.) or when required

8.1.5.3 Producing all Service Desk reports within predefined timeframes

8.1.5.4 Implementing the reports in such a manner that they do not hamper the performance of the IT environment, when generated.

8.1.5.5 Exporting of report data into other file formats, for reporting purposes (e.g. MS Excel, PDF).

8.1.6 **Service Desk Operations Human Resource Requirements**

The bidder must ensure that, for the duration of the contract, adequate, certified and qualified resources are deployed to deliver the required functions within the stipulated service level standards, taking into consideration the expected business outcomes, the functional requirements, the size of the organization's ICT environment and industry best practices. Therefore, the bidder must ensure that the following dedicated resources are provided:

8.1.6.1 **Service Desk Operations Manager**

A minimum of 6 years' experience in ICT Call Centre/Service Desk Management of which 2 years was managing an ICT Call Centre/Service Desk. ITIL Certified.

8.1.6.2 **Service Desk Agents /Analysts**

A minimum of 3 years Call Centre/Service Desk experience of which 2 years was in an IT environment.

8.2 **Service Delivery**

Service Delivery comprise of the following services:

8.2.1 **Service Delivery Management**

- 8.2.1.1 Undertaking a Current State Analysis (CSA) of the Service Desk Operations and all Services under the Service Delivery Services.
- 8.2.1.2 Developing well defined goals and objectives for Service Desk Operations and Service Delivery services.
- 8.2.1.3 Ensuring that all Service Delivery processes and procedures are in place (created), adhered to (compliance tracking) and are continuously improved throughout the lifecycle of the contract.
- 8.2.1.4 Ensuring that all processes and procedures under the Service Delivery Management services, are reviewed, audited and updated and a gap analysis and recommendations together with implementation plan are submitted to the Department for approval.
- 8.2.1.5 Ensuring that policies, standards, work instructions and standard operating procedure manuals are in place (created) adhered to (compliance tracking) and are continuously improved throughout the lifecycle of the contract, with the Department's approval.
- 8.2.1.6 Ensuring that a proper file plan is in place (created), adhered to (compliance tracking) and are continuously improved throughout the lifecycle of the contract. This includes storing soft and hard copies of documents in the Department's repository.
- 8.2.1.7 Providing overall management for all Service Delivery activities including engagement/meetings with Department's representatives and keeping records of such.
- 8.2.1.8 Ensuring that the Service Delivery is fully resourced in order to meet all requirements and service level standards for the Service Desk.
- 8.2.1.9 Ensuring that the Service Delivery human resources are adequately qualified to meet the functional requirements and as per specified qualifications for each job profile.
- 8.2.1.10 Ensuring that a Service Delivery and Service Desk Operating Model is in place (created), adhered to (compliance tracking) and is continuously improved throughout the lifecycle of the contract. This must include amongst others, the establishments of Level 1, Level 2, Level 3 and third party support or any other multi-level support model that must be approved by the Department.
- 8.2.1.11 Ensuring that a Service Delivery Escalation Matrix is in place (created) adhered to (compliance tracking) and is continuously improved for all service areas throughout the lifecycle of the contract; with the Department's approval.
- 8.2.1.12 Ensuring that a Service Improvement Program is in place (created), adhered to (compliance tracking) and is continuously improved for all service areas throughout the lifecycle of the contract.

- 8.2.1.13 Ensuring that End User Satisfaction surveys are in place (created), adhered to (compliance tracking) and is continuously improved for all service areas throughout the lifecycle of the contract.
- 8.2.1.14 Ensuring that the toolsets provided by the Department meet the service requirements by recommending improvements in the toolset configuration for the Department to consider
- 8.2.1.15 Managing the overall finances (e.g. invoices) for Service Delivery services; specifically, services provided by the service provider.
- 8.2.1.16 Managing the implementation of all projects in the Service Delivery environment; specifically, services provided by the service provider.
- 8.2.1.17 Ensuring that all Service Delivery Reviews are attended to and all related action items, are implemented.
- 8.2.1.18 Producing the necessary reports (e.g. trend analysis, service performance etc.) for service improvement and management reporting purposes.
- 8.2.1.19 Communicating all challenges timeously to the Department's Service Delivery Management and recommends improvements for consideration.

8.2.2 **Major Incident and Problem Management**

- 8.2.2.1 Ensuring that all Major Incidents and Problem Management processes and procedures are in place (created), adhered to (compliance tracking) and are continuously improved throughout the lifecycle of the contract.
- 8.2.2.2 Ensuring that all Major Incidents and Problem Management processes and procedures are reviewed, audited and updated and a gap analysis and recommendations together with implementation plan are submitted to the Department for approval.
- 8.2.2.3 Identifying, logging, categorizing and prioritizing all major incidents and problems.
- 8.2.2.4 Declaring a Major Incident based on the Major Incident Process. Co-ordinate, facilitate, monitor and manage the Major Incident until resolution.
- 8.2.2.5 Investigating the problem and determining the root cause using the available problem investigation techniques.
- 8.2.2.6 Minimizing the impact of Major Incidents and problems that could be caused by errors within the ICT infrastructure.
- 8.2.2.7 Routing of problem calls to the relevant support teams.

- 8.2.2.8 Managing the resolution of the problem with the relevant stakeholders (e.g. change & release management, technical teams); including tracking, updating and reporting on the status thereof.
- 8.2.2.9 Establishing the root cause of incidents and then initiate actions to improve or correct the situation.
- 8.2.2.10 Performing reactive problem management for solving problems in response to one or more incidents.
- 8.2.2.11 Performing proactive problem management; by analysing incident records and data collected by ICT Service Management processes, systems and tools to identify trends and problems
- 8.2.2.12 Performing all third party supplier management activities as it relates to problems; including tracking, updating and reporting on the status of the call.
- 8.2.2.13 Communicating progress of the problem with the relevant users, where required.
- 8.2.2.14 Closing the problem once resolved and producing the root cause analysis report.
- 8.2.2.15 Updating the Knowledge Management Database with known solutions, known issues and lessons learnt to enable quicker problem resolution in future.
- 8.2.2.16 Updating the Configuration Management Database (CMDB), as required.
- 8.2.2.17 Ensuring that all administrative tasks are fulfilled once calls are resolved (e.g. updating user information, updating problem information).
- 8.2.2.18 Producing the necessary reports on Major Incidents and Problem Management metrics (e.g. number of major incidents, number of open problems, trend analysis, service performance etc.) for service improvement and management reporting purposes.

8.2.3 **Quality Management**

- 8.2.3.1 Ensuring Quality Management Model is in place (created), adhered to (compliance tracking) and is continuously improved throughout the lifecycle of the contract.
- 8.2.3.2 Assessing and reporting End User satisfaction for all completed Incidents and Service Requests via satisfaction survey.
- 8.2.3.3 Providing quality assurance to all service desk and service delivery related services, to ensure that processes, technology and people deliver services as intended.
- 8.2.3.4 Implementing a process to manage customer satisfaction per call, which includes, but not limited to reviewing customer survey results received from Service Desk surveys.

- 8.2.3.5 Providing and implementing a service improvement plan to address gaps and continuously improve customer satisfaction levels.
- 8.2.3.6 Providing feedback to the Department on the steps taken towards improving customer satisfaction levels.
- 8.2.3.7 Following up with end-users and reporting instances of end-user dis-satisfaction or complaints.
- 8.2.3.8 Conduct monitoring, scoring, report creation and analysis on service desk agent performance, and collaborates with the Service Desk Manager to improve services.
- 8.2.3.9 Ensuring customer experience and internal Departmental standards are being achieved through proactive communication of system's/application's knowledge.
- 8.2.3.10 Conducting call calibration sessions with the agents to improve customer experience.
- 8.2.3.11 Review the quality of services delivered, propose and implement approved service improvements (e.g. training, process reviews etc.).
- 8.2.3.12 Providing feedback and coaching to the service desk team on a regular basis to improve team success.
- 8.2.3.13 Ensuring that End User Satisfaction surveys are in place (created), adhered to (compliance tracking) and is continuously improved for all service areas throughout the lifecycle of the contract.
- 8.2.3.14 Producing the necessary reports on Quality Management metrics (e.g. incident quality analysis, trend reports etc.) for service improvement and management reporting purposes.
- 8.2.3.15 Managing, monitoring and reporting on all pended calls for intervention by the relevant product managers/service owners of the Department.
- 8.2.3.16 Provide analysis of all calls not resolved and report on that.
- 8.2.3.17 Facilitate the resolution of calls that are escalated to the various groups on BMC Remedy ITSM. Analysing and reporting (quantitative and qualitative statistics) on weekly, monthly, quarterly and annual basis.
- 8.2.4 **Third Party Supplier (Vendor and OEM Management)**
 - 8.2.4.1 Ensuring that all Third Party Supplier (Vendor and OEM Management) processes and procedures are in place (created), adhered to (compliance tracking) and are continuously improved throughout the lifecycle of the contract.

- 8.2.4.2 Ensuring that all the Third Party Supplier (Vendor and OEM Management) processes and procedures are reviewed, audited and updated and a gap analysis and recommendations together with implementation plan are submitted to the Department for approval.
- 8.2.4.3 Logging, categorizing and prioritizing all calls.
- 8.2.4.4 Providing first line investigation and/or resolutions of Third Party Supplier (Vendor and OEM Management) related incidents/service requests.
- 8.2.4.5 Routing of calls to the relevant vendor(s) support groups.
- 8.2.4.6 Managing resolution of calls with the relevant stakeholders (e.g. change & release management, technical teams) in line with the SLA's between the Department and the vendor; including tracking, updating and reporting on the status of the call.
- 8.2.4.7 Communicating progress of calls with relevant users, when applicable.
- 8.2.4.8 Closing calls once resolved, when applicable.
- 8.2.4.9 Updating the Configuration Management Database (CMDB), as required.
- 8.2.4.10 Ensuring that all administrative tasks are fulfilled once calls are resolved (e.g. updating user information).
- 8.2.4.11 Ensuring that all Third Party Supplier (Vendor and OEM Management) breached SLA's are managed in line with the defined SLA milestones.
- 8.2.4.12 Ensuring that all Third Party Supplier (Vendor and OEM Management) Service Reviews are attended and that all Service Desk related action items, emanating from the Third Party Supplier (Vendor) Service Reviews, are implemented.
- 8.2.4.13 Producing the necessary reports (e.g. trend analysis, vendor service performance) for service improvement and management reporting purposes.
- 8.2.5 **Knowledge Management**
 - 8.2.5.1 Ensuring that all Knowledge Management processes and procedures are in place (created), adhered to (compliance tracking) and are continuously improved throughout the lifecycle of the contract.
 - 8.2.5.2 Ensuring that all the Knowledge Management processes and procedures are reviewed, audited and updated and a gap analysis and recommendations together with implementation plan are submitted to the Department for approval.
 - 8.2.5.3 Promoting Knowledge capture and reuse through operational and Departmental processes.

- 8.2.5.4 Using all information and resolution data available to effect a high First Line resolution rate for end-users.
- 8.2.5.5 Defining templates and layout for knowledge articles in order to optimize the speed with which an article can be reviewed during a call.
- 8.2.5.6 Reviewing and evaluating information and solutions to improve accuracy and ensure conformity to standards.
- 8.2.5.7 Ensuring that a Knowledge Base is created, content controlled, approved by the Department, and efficiently searchable.
- 8.2.5.8 Making the Knowledge Base content available to end-users when they need it.
- 8.2.5.9 Establishing a self-help mechanism for end-users to utilise the Knowledge Base in resolving incidents/service requests instead of logging calls with the service desk.
- 8.2.5.10 Facilitating Knowledge transfer sessions through training.
- 8.2.5.11 Evaluating and refining the information to make sure it is accurate and conforms to predefined standards.
- 8.2.5.12 Using and linking knowledge articles.
- 8.2.5.13 Providing feedback and ratings on knowledge articles.
- 8.2.5.14 Flagging knowledge articles for quality issues.
- 8.2.5.15 Controlling the review and publication of knowledge articles.
- 8.2.5.16 Evaluating the efficiency and effectiveness of the Knowledge Management process and associated reporting system.
- 8.2.5.17 Continuously ensuring that the Knowledge Base is updated with Known Errors through engagements with all resolver groups; Third Party suppliers and OEM Management.
- 8.2.5.18 Producing the necessary reports on Knowledge Management metrics (e.g. percentage of formally assessed ITSM processes, number of searches of the Knowledge Management system, trend analysis, service performance) for service improvement and management reporting purposes.

8.2.6 **Service Catalogue Management**

- 8.2.6.1 Ensuring that a Service Catalogue is in place (created), adhered to (compliance tracking) and is continuously improved throughout the lifecycle of the contract.
- 8.2.6.2 Ensuring that the Service Catalogue is reviewed, audited and updated and a gap analysis and recommendations together with an implementation plan are submitted to the Department for approval.
- 8.2.6.3 Ensuring that the Service Catalogue content is controlled, approved by the Department, and efficiently searchable.
- 8.2.6.4 Ensuring that the Service Catalogue is accurate and available to end-users when required.
- 8.2.6.5 Ensuring that the Service Catalogue supports the evolving needs of other service management processes.
- 8.2.6.6 Liaising with the Department's Communications Unit for the publication of updated Service Catalogue on the Intranet.
- 8.2.6.7 Producing the necessary reports (e.g. trend analysis, service performance) for service improvement and management reporting purposes.

8.2.7 **Project Services**

For the purposes of this bid, projects are regarded as initiatives that will be implemented in the Service Desk and Service Delivery areas, to achieve a specific business value in a focussed way. These projects have a specific goal, scope, timeframe and cost. Examples of these projects include the Continual Service Desk Improvement project etc. Projects will be initiated during the contract period.

The Department has provisioned a set budget for these Projects in the cost model for all bidders, for comparative pricing purposes only. However, for contracting purposes, this provisioned amount will serve as a ceiling amount, against which these Projects services will be processed. All required hardware and software for Projects will be provided by the Department.

- 8.2.7.1 Managing the implementation of all projects for services provided by the service provider.
- 8.2.7.2 Ensuring that project management services and related documentation is provided in accordance with the Department's Project Management Framework.
- 8.2.7.3 Ensuring that project documents (electronic and signed hard copies) are stored in the Department's project documentation repository in line with the Department's file plan and documentation naming convention standards.

- 8.2.7.4 Ensuring that project status and executive reports, are provided within the predefined timeframes, while ad-hoc reports are provided within agreed timeframes.
- 8.2.7.5 Obtaining approval of a Scope of Work Authorisation that is defined as a written approval that is obtained from a duly delegated Departmental official, prior to the implementation of a project. The Statement of Work Authorisation must be in line with the contractual terms and conditions.
- 8.2.7.6 Ensuring that all projects are costed in line with the Department's cost model.

8.2.8 **Service Delivery Management Reporting**

- 8.2.8.1 Producing predefined and customised operational and statistical reports for all service desk functions Producing reports for various levels (e.g. executive, senior management and operational levels).
- 8.2.8.2 Producing reports at predefined periods (e.g. hourly, daily, weekly, monthly, quarterly and annual etc.) or when required.
- 8.2.8.3 Producing all Service Delivery reports within predefined timeframes.
- 8.2.8.4 Implementing the reports in such a manner that they do not hamper the performance of the IT environment, when generated.
- 8.2.8.5 Exporting of report data into other file formats, for reporting purposes (e.g. MS Excel, PDF).

8.2.9 **Service Delivery Management Human Resource Requirements**

The bidder must ensure that, for the duration of the contract, adequate, certified and qualified resources are deployed to deliver the required functions within the stipulated service level standards, taking into consideration the expected business outcomes, the functional requirements, the size of the organization's ICT environment and industry best practices. Therefore, the bidder must ensure that the following dedicated resources are provided:

- 8.2.9.1 A certified and experienced **Service Delivery Manager** with relevant qualification and a minimum of 5 years' experience in a similar environment. ITIL certified.
- 8.2.9.2 A Certified and experienced **Quality Manager** with relevant qualification and a minimum of 3 years' experience in a similar environment
- 8.2.9.3 A Certified and experienced **Major Incident and Problem Manager** with relevant qualification and a minimum of 3 years' experience in an ICT environment more particularly experience in Infrastructure/Networks/Business Applications. Experience in dealing with Major Problems and knowledge and experience of the Major Incident Process

- 8.2.9.4 A Certified and experienced **Third Party Supplier Manager** with relevant qualification and a 3 years experience in Third Party Supplier Management.
- 8.2.9.5 A Certified and experienced **Knowledge Manager** with minimum 3 years experience in Knowledge Management
- 8.2.9.6 A Certified and experienced **Project Manager** for Service Requests/Projects, with relevant qualification and a minimum of 5 years' ICT experience

All other human resources, except the ones mentioned above, to meet the functional requirements, they should be certified (with relevant qualification) and have a minimum of 3 years' experience in the Service Area he/she will be assigned to under the Service Delivery Management Services.

Transitioning-In Services

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

7. Transitioning-Out services (Non-costed project)

- 7.1 Providing transitioning-out services that includes all necessary handovers, towards the end of the contract. It must be noted that the transitioning-out activities must be fully completed by the end of the last month of the contract period.
- 7.2 It is expected that the transitioning-out services will be undertaken by the successful bidders' resources and as such no costs will be incurred by the Department for transitioning-out services.

- 6.6 Providing a detailed plan that includes roles and responsibilities of the bidder, the Department and the current service provider, on how transitioning-out services will be provided within the stipulated timeframes.
- 7.3 Ensuring that during the transitioning-out period all tasks are implemented in line with the agreed plan between the Department and the bidder.
- 7.4 Ensuring that no services are disrupted during the transitioning-out period.

SECTION 8: SERVICE LEVELS AND PERFORMANCE METRICS

1. SERVICES AND SERVICE LEVELS (PERFORMANCE) METRICS

Refer to Annexure “C”- for Minimum Service Level Standards

2. PENALTY MAXIMUM LIMIT AND SERVICE DISPUTES:

- 2.1 The maximum penalties for maintenance and support costs (which includes break-fix and ad-hoc services) and will be limited to 30% per month of the total monthly maintenance and support costs.
- 2.2 Should the 30% limit be reached four (4) times during the contract period, the Department reserves the right to immediately enter into a Service Dispute that may result in the termination of the contract.
- 2.3 Notwithstanding the aforementioned, and without prejudice to any other rights the Department has, the Department reserves the right to enter into Service Disputes at any point in time with the view of contract cancellation. During a Service Dispute, the service provider shall continue to render services in accordance with these service levels.
- 2.4 If the Service Provider fails to perform any or all of the service(s) within the agreed timeframes, the Department has the right, without prejudice to its other remedies under the contract, to deduct from the amounts payable as a penalty a sum calculated on the percentage under the penalty column levied against the costs or value for non-performance of a particular service definition.
- 2.5 The Service Provider will not be entitled to any service credits should the service be delivered within or ahead of target timeframes.
- 2.6 Penalties will be imposed taking into consideration of any instances where due dates are not met as a result of non-cooperation or non-availability, including non-delivery and/or any dependencies (e.g. WAN network uptime) that influence uptime on the part of the Department or the Department missing any of the deadlines applicable to it.
- 2.7 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.
- 2.8 Service dispute resolution processes may be triggered due to consistent non-performance on the part of the Service Provider. Refer to clauses 23 & 27 of the GCC.
- 2.9 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.

- 2.10 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.
- 2.11 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.).
- 2.12 The Department reserves the right to deduct any penalty amount due, from the next invoice, irrespective of the service to which the penalty applies to.
- 2.13 The Service Level Agreements shall be finalized within sixty (60) days from the date of acceptance of the Letter of Award by the service provider.

SECTION 9: MANDATORY BIDDING REQUIREMENTS AND SPECIAL BID CONDITIONS

1 OTHER SPECIAL CONDITIONS OF CONTRACTING

1.1 CONTRACT GOVERNANCE

- 1.1.1 The requested services shall be contracted for a defined period taking into account the scope of work to be executed, the resource requirements, critical path dependences; and the complexity of work deliverables.
- 1.1.2 The implementation of the contract will be governed using the Department’s Governance Framework.
- 1.1.3 The Departments Internal Audit Unit or any other departmentally appointed person or entity may at any stage review the solution implementation and maintenance and support processes, in order to provide assurance to the Department that the contract is implemented as intended.

2 MANDATORY REQUIREMENT

NB: The submitted proposals will be evaluated by a panel on the basis of adherence/compliance to and submission of the following documentation and/or registration in terms of all relevant Legal institutions from each bidder or member of a consortium. Failure to mark or leave the block empty and also to comply with any of the below mentioned mandatory requirements will result in the disqualification of the bidder’s proposal prior to conducting functional evaluation. Proof of registration, with all the under-mentioned relevant Legal Institutions/Authorities must be attached to this Bid.

1. BIDDER EXPERIENCE – USER BASE	Comply
1.1 This RFB is invited in terms of SITA Contract RFB 1183/2013 and its Engagement Model. The bidder confirms that they are accredited on SITA RFB 1183/2013 for the various services requested in this RFB.	
1.2 The following key Services as associated with the respective ICN descriptions, in terms of SITA RFB 1183/2013 are applicable: <ul style="list-style-type: none"> • ICT SERVICE SUPPORT MANAGEMENT <ul style="list-style-type: none"> ✓ Service Management Centre Services: ICN no. 81112011-0044 ✓ Service Level Management: ICN no. 81112011-0045 	

	<p>✓ Problem Management: ICN no. 81112011-0046</p> <p>✓ Incident Management: ICN no. 81112011-0047</p>	
1.3	<p>The Department has over 20 000 ICT end-users. For the purpose of this bid, bidders must have rendered Service Desk and Service Management Services as specified in this bid for an organisation with at least 5 000 ICT end-users. This represents a quarter of the Department's current ICT end-user base. Bidders must have a minimum of minimum of 5 years combined experience in the following service categories:</p> <ul style="list-style-type: none"> • Service Desk Operations – Minimum 3 Years • Service Delivery Management - Minimum 2 Years 	
2.	SERVICE LEVEL STANDARDS	Comply
2.1	<p>The bidder accepts the service level standards as stipulated in this document are minimum service levels and that more service levels can be added during the contract period to optimise the value delivery to the business. The added service levels will be in line with the functions stipulated in the contract which may not have specific service level standards. The additional service levels and associated penalties will be in line with service levels in the document.</p>	
3.	ABILITY TO DELIVER TO ANY OFFICE IN THE RSA	Comply
3.1	<p>The bidder shall be required to deliver goods and/or services at its National Office situated in Pretoria and that, for the duration of the contract, the bidder will have adequate technical competency with the minimum Human Resource Requirements as outlined above, to meet all the functional requirements and service level standards.</p>	
4.	TRAVELLING, PARKING AND ACCOMMODATION COSTS	Comply
	<p>The bidder accepts that in discharging of its services, travelling, parking and accommodation will not 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.</p>	

5.	WORKING HOURS	Comply
5.1	The bidder accepts that working hours is as follows: Monday to Friday (excluding public holidays) 07:30 to 17:00. The bidder accepts that in exceptional cases, services may be rendered outside the above working hours (e.g. Ministry, ExCo members).	
6.	AFTER HOURS WORKING	Comply
6.1	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 bidder accepts that although there is no requirement for work to be performed 24-7-365, there is a reasonable expectation that all systems should be available as per SLA timelines. As such measures should be put in place to ensure that all systems are monitored and restored as quickly as possible – even after the stipulated working hours and at no additional cost to the Department.	
7.	RESOURCES CERTIFICATION AND EXPERIENCE	Comply
7.1	The bidder accepts that the resources assigned to deliver services to the Department, are certified in line with the functional requirements. The bidder accepts that where specific certification is required (e.g. for OEM warranty purposes), that such resources will be certified accordingly. The Department reserves the right to request proof of such certification within specified timeframes, as part of compliance to the certification requirements. In the event that the bidder's resource/s is/are found not to be adequately certified, the bidder undertakes to provide the certified resource within a period of one month. The bidder accepts that all necessary training for their resources (e.g. software version upgrades, existing technology upgrades) is for the bidders own cost. The Department will not accommodate any claims whatsoever for the training of the bidder's resources.	
8.	SOFTWARE LICENSING PROCUREMENT	Comply
	The bidder accepts that, in the event that, the bidder procures licences on behalf of the Department, such licences will be procured in the name of the	

	Department and will be owned by the Department.	
9.	SOFTWARE LICENSE MANAGEMENT	Comply
9.1	In the event that software licences are overprovisioned by the bidder, without having formally notified the Department, the bidder accepts that the cost for the overprovisioning will be borne by the bidder.	
10.	BIDDER REFERENCE VERIFICATION	Comply
10.1	The Department reserves the right to verify information with any person/s in the organisations that were provided as reference by the bidder	
11.	SCOPE GROWTH/REDUCTION	Comply
11.1	The bidder accepts that their costing includes a scope growth to a maximum of 10% at any time during the contract period. The bidder accepts that should the growth exceed 10%, the cost of the additional scope will be at the same terms and conditions as in this bid specifications and the bidders bid response. The bidder accepts that in the event that the scope is reduced by more than 10%, the Department will renegotiate the contract terms and conditions.	
12.	USE OF TELEPHONE LINES	Comply
12.1	The bidder accepts that personal calls made by its staff or agents will be for the account of the bidder.	
13.	SERVICE DELIVERY MANAGEMENT REPRESENTATIVE	Comply
13.1	The bidder accepts that all dedicated resources will be located at the National Office. The Department reserves the right to instruct the bidder to change its allocated resource(s) in the event of unsatisfactory performance, within a period of 2 months.	
14.	EMPOWERMENT THROUGH MANDATORY SUBCONTRACTING	Comply
14.1	In terms of the PPPFA read together with the revised Preferential Procurement Regulations of 2017, the Department is expected to fast-track the implementation of the regulation in order to achieve its small business empowerment objectives by encouraging skills transfer through meaningful	

	sub-contracting or development partnership or incubator programs.	
14.2	The bid response must demonstrate that the prime bidder has a programme or is willing to put a programme in place to incorporate small development partners (QSE) registered on the CSD that are willing to meaningfully participate in the upstream or downstream services relating to core-services outlined in the RFB document.	
14.3	The bidder may identify one or more sub-contractor / development partner using various empowerment models, including but not limited to provincial development partnerships, regional procurement strategies or centralized partnerships with decentralized operations in various provinces or regions, etc. The combination of any chosen sub-contracting model must be equivalent to a minimum of 30% of awarded contract value.	
14.4	Prime bidder must be willing to provide reasonable access to the nominated sub-contractors / development partners to resources and the necessary training on various aspects of services to be delivered in terms of this RFB and be willing to implement a meaning technical skills transfer programme.	
14.5	Prime bidder must be able to issue the necessary competency certificate to the nominated sub-contractor / development partner during the contract period.	
14.6	The nominated subcontractor must be classified as QSE level enterprise of in terms of the new Preferential Procurement Regulations 2017 and must be registered on the CSD.	
14.7	The Department's (SCM) may make available the list of QSE registered on the CSD, however, it is the prerogative of the prime bidder to assess the subcontractor / development partner and identify areas of development, skills transfers and upstream / downstream participation and beneficiation in relevant maintenance and or support services relating to the core-services of the RFB. It is therefore advisable that potential prime bidders independently identify subcontractor / development partner that have displayed interest in services outlined in the RFB.	
14.8	The prime bidder must provide a memorandum of understanding or sub-contracting agreement as part of the bid response, demonstrating the intent to enter into a strategic sub-contracting arrangement or development partnership, subject to the award of this bid.	
14.9	The prime bidder must provide supporting evidence as part of the bid response	

14.10	<p>that the sub-contractor or development partner has confirmed willingness to participate in a strategic sub-contracting arrangement or development partnership, subject to the award of this RFB. This document may include the nature of services that may be negotiated post-award to form the basis for a strategic sub-contracting arrangement or development partnership.</p> <p>As part of an effective Contract Management, the Department may request the prime contractor to submit progress or status reports on the sub-contracting arrangement between itself and the sub-contractor or development partner.</p>	
15.	RIGHT TO CANCEL OR REJECT	Comply
15.1	The DOJ&CD reserves the right to; cancel or reject any bid and not to award the bid to the lowest bidder or not to award at all.	
16.	ACCEPTANCE OF ALL CONDITIONS IN ALL THE SECTIONS OF THE REQUIREMENTS DOCUMENT	Comply
16.1	The bidder confirms compliance with and acceptance of all the contents of this document and confirms that all sections of this document are contractually binding.	
17.	FIRM (FIXED) PRICING	Comply
17.1	The pricing provided by the bidder shall be firm for the contract period and shall not be subject to any price adjustments (e.g. CPI, ROE, etc.).	
18.	COSTS INCURRED IN PREPARATION OF RFB RESPONSES	Comply
18.1	The Department shall not be liable for any costs incurred by the bidder in the preparation of response to this RFB. The preparation of response shall be made without obligation to acquire any of the items included in any bidder's QUOTATION or to select any QUOTATION.	
19.	BIDDER'S OWN CONDITIONS	Comply
19.1	Bidders must not qualify the bid with their own conditions. Caution: If the bidder does not specifically withdraw its own conditions when requested by the Department, the bid response will be disqualified.	

20.	AWARD / CONTRACTING PROCESS	Comply
20.1	The Department may issue a letter to engage a prospective bidder to commence negotiations. The negotiation process may be subject to a predefined timeframe that will be determined by the Department, during which the parties must reach consensus. If the outcome of the negotiations is successful, the Department will issue a final Letter of Award. Where an agreement is not reached within the predefined timeframe, or extended timeframe, the Department reserves the right to close the negotiation process with such a bidder. The Department reserves the right to close the negotiations with such a bidder and engage the next bidder. The acceptance of the Letter of Award represents the formal contractual commitment from the Department and execution of the contract from its inception.	
21.	SECURITY CLEARANCES AND NON-DISCLOSURE AGREEMENTS	Comply
21.1	When requested to do so, the bidder will ensure that all its resources (e.g. support resources) involved in the execution of the contract will sign non-disclosure agreements before commencement of contract and shall abide thereby. Employees and subcontractors of the bidders may be required to be in possession of valid security clearances to the level determined by SSA and/or the Department commensurate with the nature of the activities they are involved in. The cost of obtaining suitable clearances is for the account of the bidder. The bidder shall supply and maintain a list (e.g. ID numbers, work permit, physical address, etc.) of personnel involved on the contract indicating their clearance status. The Department reserves the right to request such clearance when deemed necessary.	
22.	PARTICIPATION OF OTHER DEPARTMENTS IN THIS CONTRACT	Comply
22.1	The bidder consents that the Department may cede the whole or parts thereof to other Departments/Agencies (e.g. the Office of the Chief Justice), under the same terms and conditions for their own account.	
23.	RESOURCE REPLACEMENT	Comply
23.1	In the event that the assigned resource is unable for a period longer than 1	

	week, the bidder must ensure that a suitable replacement resource is provided.	
24.	BIDDER ON SITE RESOURCES – ACCESS TO BIDDER’S OTHER RESOURCES	Comply
24.1	The bidder must ensure that onsite resources have access to other resources at the disposal of the bidder in order to ensure good quality delivery. This includes the assignment of additional resources/skills (at no extra cost to the Department) when required to meet set deliverable timelines. This however, excludes project changes, which will follow change management processes are contractually binding.	
25.	KNOWLEDGE TRANSFER PLAN	Comply
25.1	Bidders must provide a knowledge transfer plan which shall include, but not limited to, the following: Knowledge transfer of tasks / activities / actions taken during the project implementation. Project time line required by DOJ&CD staff to work alongside the successful bidder during the project. Formal sign-off document from Service provider that details monthly progress being made regarding knowledge transfer to DOJ&CD’s resources during the duration of the project.	

SECTION 10: TECHNICAL FUNCTIONAL CRITERIA - EVALUATION

1. COMPLIANCE

- 1.1 Bidders must comply with this section as they form the basis for scoring a bidder's proposal. In order for a bidder to qualify to be evaluated for functionality, a bidder must not have been disqualified on compliance with any conditions or mandatory requirements preceding this phase of the evaluation.
- 1.2 The bid will be evaluated on four (4) phases:
 - 1.2.1 SCM Pre-Qualification Criteria
 - 1.2.2 Mandatory Requirement
 - 1.2.3 Technical Functional Criteria (Inclusive of all the compulsory sections)
 - 1.2.4 Price and B-BBEE
- 1.3 A panel representing the Department will evaluate the proposals received according to a set of evaluation criteria.
- 1.4 In order to ensure meaningful participation and effective comparison, bidders are requested to furnish detailed information in substantiation of compliance to the evaluation criteria.
- 1.5 Bidders that score less than **70 out of 100 points / %** in respect of functionality compliance will be regarded as non-responsive and will not be evaluated further.
- 1.6 Bidders who meet the above-mentioned criteria as stipulated will be evaluated in accordance with 90/10 – preference point system as contemplated in the Preferential Procurement Policy Framework Act (Act 5 of 2000).
- 1.7 The point out of 100 will be calculated on the basis of 90 points for price, and 10 points for specific goals and ownership. The points in respect of price will be calculated on the all-inclusive amounts stipulated on the Pricing schedule.
- 1.8 Functionality will be scored against the following criteria. Please note that where a “Minimum Rating to Qualify” for a criterion has been indicated, a bidder shall be disqualified where the bidder does not achieve the minimum rating.
- 1.9 The following items will be evaluated and scored. Bidders must substantiate each aspect of their response. Bidders must clearly reference their substantiation in their bid response in specific terms (e.g. reference to schedule, section and page number of their bid response, etc.). The Department will NOT provide a score for a specific item should the bidder (i) not substantiate their response or (ii) inaccurately reference their response substantiation in their bid response. (refer to SCC section).

No.	Criteria	Rating Matrix						% Weight
		0	1	2	3	4	5	
1.	Overall Bidder Experience							30%
2.	Critical Human Resource Experience and Certifications/Qualifications							30%
3.	Service Delivery Management Services – Major Incidents and Problem Management							10%
4.	Service Delivery Management – Knowledge Management							10%
5.	Service Delivery Management Services – Quality Management							10%
6.	Contract Transitioning (Transitioning-In and Transitioning-Out)							10%
TOTAL								100%

No.	Criteria	Rating Matrix					Weight
		0	1	2	3	4	
1	<p><u>Overall Bidder's Experience:</u></p> <p>Briefly indicate your experience specifically related to Service Desk Operations and Service Delivery Management services by fully completing "Annexure A - Overall Bidder Experience". A maximum of 5 organisations to be provided.</p> <p>Provide a letter of confirmation from each organisation where similar services have been rendered.</p> <p>The bidder must have experience in the following service categories:</p> <ul style="list-style-type: none"> • Service Desk Operations – Minimum 3 Years • Service Delivery Management - Minimum 2 Years <p><u>Rating Scale:</u></p> <p>Rating = 5: More than 5 years combined experience in Service Desk Operations and Service Delivery Management; and the Organization had more than 5000 users.</p> <p>Rating = 4: More than 4 to 5 years combined experience in Service Desk Operations and Service Delivery Management; and the Organization had more than 5000 users.</p> <p>Rating = 3: 3 years experience on Service Desk Operations; 2 years experience in Service Delivery Management; and At least one organization with more than 5000 users.</p> <p>Rating = 2: Less than 3 years experience on Service Desk Operations and/or less than 2 years experience in Service Delivery Management; and/or The organization had less than 5000 users.</p>						30 %

	<p>Rating = 1:</p> <p>Less than 2 years in either Service Desk Operations or Service Delivery Management.</p> <p>Rating = 0:</p> <p>Bidder displays no experience in Service Desk Operations or Service Delivery Management.</p>							
2	<p><u>Bidder’s Resources – Certification and Experience:</u></p> <p>Fully complete “Annexure B - Bidder Human Resources Certifications and Experience” when responding to this question. Ensure all fields are populated with the relevant information. The resources should be specified per service.</p> <p><u>Rating Scale:</u></p> <p>Rating = 5:</p> <p>Service Delivery Management Minimum Resource Requirements:</p> <ul style="list-style-type: none"> • A certified and experienced Service Delivery Manager (with relevant qualification and more than 7 years’ experience in a similar environment). With Technical Experience & ITIL certified. • A Certified and experienced Project Manager for Service Requests/Projects: (with relevant qualification and more than 7 years’ ICT experience). • A Certified and experienced Quality Manager (with relevant qualification and more than 5 years’ experience in a similar environment) • A Certified and experienced Problem Manager (with relevant qualification and more than 5 years’ experience in an ICT environment more experience in any 2 of the 3 ICT environments namely, Infrastructure/Networks/Business Applications). Experience in dealing with Major Problems and knowledge and experience of the Major Incident Process. • A Certified and experienced Third Party Supplier (Vendor and OEM) Manager (with more than 5 years experience in Third Party Suppliers Management. • A Certified and experienced Knowledge Manager (with more than 5 years experience in Knowledge Management. 							30 %

Service Desk Operations Manager:

- More than 8 years' experience in Call Centre/Service Desk Management of which more than 2 years was managing an IT Call Centre/Service Desk. ITIL Certified

Rating = 4:

Service Delivery Management Minimum Resource Requirements:

- A certified and experienced **Service Delivery Manager** (with relevant qualification and between 5 and 7 years' experience in a similar environment) with Technical Experience & . ITIL certified.
- A Certified and experienced **Project Manager** for Service Requests/Projects: (with relevant qualification and between 5 and 7 years' ICT experience).
- A Certified and experienced **Quality Manager** (with relevant qualification and 4 – 5 years' experience in a similar environment).
- A Certified and experienced **Problem Manager** (with relevant qualification and 4 – 5 years' experience in an ICT environment more experience in any ICT environments namely, Infrastructure/Networks/Business Applications). Experience in dealing with Major Problems and knowledge and experience of the Major Incident Process.
- A Certified and experienced **Third Party Supplier (Vendor and OEM) Manager** (with 4 – 5 years experience in Third Party Supplier Management.
- A Certified and experienced **Knowledge Manager** (with 4 – 5 years experience in Knowledge Management.

Service Desk Operations Manager:

- 7 to 8 years experience in Call Centre/Service Desk Management of which 2 years was managing an IT Call Centre/Service Desk. ITIL Certified

Rating = 3:

Service Delivery Management Minimum Resource Requirements:

- A certified and experienced **Service Delivery Manager** (with relevant qualification and a minimum of 5 years' experience in a similar environment). ITIL certified.

- A Certified and experienced **Project Manager** for Service Requests/Projects: (with relevant qualification and a minimum of 5 years' ICT experience).
- A Certified and experienced **Quality Manager** (with relevant qualification and a minimum of 3 years' experience in a similar environment).
- A Certified and experienced **Problem Manager** (with relevant qualification and a minimum of 3 years' experience in an ICT environment more particularly experience in Infrastructure/Networks/Business Applications). Experience in dealing with Major Problems and knowledge and experience of the Major Incident Process.
- A Certified and experienced **Third Party Supplier (Vendor and OEM) Manager** (with minimum 3 years experience in Third Party Supplier Management).
- A Certified and experienced **Knowledge Manager** (with minimum 3 years experience in Knowledge Management).

Service Desk Operations Manager:

- A minimum of 6 years experience in Call Centre/Service Desk Management of which 2 years was managing an IT Call Centre/Service Desk. ITIL Certified.

Rating = 2:

Service Delivery Management Minimum Resource Requirements:

- Only 4 of the resources specified above meets the Minimum years of experience and certification.

Service Desk Operations Manager:

- The minimum requirements for the Operations Manager not met.

Rating = 1:

Service Delivery Management Minimum Resource Requirements:

- Less than 4 of the resources specified above meets the Minimum years of experience and certification.

Service Desk Operations Manager:

- The Service Desk Operations Manager has less than the minimum requirements.

	<p>Rating = 0:</p> <ul style="list-style-type: none"> • Bidder human resources display no relevant experience. 							
3	<p><u>Service Delivery Management Services – Major Incidents/Problem Management:</u></p> <p>The manner in which Major Incidents/Problems are managed until resolved is considered highly important to the Department to ensure service restoration and service continuity as efficiently as possible.</p> <p>Taking into account all the information provided in the specifications, describe:</p> <ul style="list-style-type: none"> • how will you go about managing the resolution of the major incidents/problems until such time that the problem is resolved? • how would you handle major incidents/problems where the resolution involves multiple Third Party Suppliers (Vendor and OEM)? • how would you manage a Third Party Suppliers (Vendor and OEM) who defers the investigation of a major incident/problem to other Third Party Suppliers (Vendor and OEM) , without having initially investigated the issue on their part? • how will you go about communicating progress of the major incidents/problems with the relevant users, where required? • how will you ensure that the necessary root cause analysis reports are duly compiled and utilised for such future major incidents/problems? <p>Rating = 5: More than three (3) of the questions above are responded to clearly and more than three (3) of the questions fully responded to address the questions.</p> <p>Rating = 4: At least three (3) of the questions above are responded to clearly and the response to the points are fully answered.</p> <p>Rating = 3: All of the questions above are responded to clearly and answered fully.</p> <p>Rating = 2: The bidder answered all the questions above fully but had a comprehensive response on at least two questions.</p> <p>Rating = 1: The bidder answered all the questions above fully but had a comprehensive response on less than two questions.</p>							10%

	<p>Rating = 0: The bidder did not provide relevant answers.</p>							
4	<p><u>Service Delivery Management Services – Knowledge Management:</u></p> <p>The Department will be implementing Knowledge Management, in which amongst others, knowledge articles are created in order to improve service turnaround times.</p> <p>Taking into account all the information provided in the specifications, describe:</p> <ul style="list-style-type: none"> • how will you establish a continuous program for Knowledge Management? • how will you implement and monitor a continuous Knowledge Management program? • how will you improve First Line Call Resolution by enriching first line agents with resolution information stored in the Knowledge Base? • how will you ensure that the Knowledge Base is continuously updated with Known Errors through continuous engagement with all resolver groups including Third Party Suppliers (Vendor and OEM Management)? • how will you establish a self-help mechanism for end users to utilise the Knowledge Base in resolving incidents/service requests other than logging calls with the service desk? <p>Rating = 5: More than three (3) of the questions above are responded to clearly and more than three (3) of the questions fully responded to address the questions.</p> <p>Rating = 4: At least three (3) of the questions above are responded to clearly and the response to the points are fully answered.</p> <p>Rating = 3: All of the questions above are responded to clearly and answered fully.</p> <p>Rating = 2: The bidder answered all the questions above fully but had a comprehensive response on at least two questions.</p> <p>Rating = 1: The bidder answered all the questions above fully but had a comprehensive response on less than two questions.</p>							10 %

	<p>Rating = 0: The bidder did not provide relevant answers.</p>							
5	<p><u>Service Delivery Management – Quality Management:</u></p> <p>One of the most important requirements for the Department's Service Desk is to provide good Quality Management services.</p> <p>Taking into account all the information provided in the specifications, describe:</p> <ul style="list-style-type: none"> • how will you establish, implement and monitor a Quality Management Model? • what will be the key initiatives undertaken to promote professionalism and good user experience at the Service Desk. • briefly, but in specific terms, indicate the benefits that the Department will derive from the proposed Quality Management services and how such benefits will be measured? <p>Rating = 5: All three (3) of the questions above are responded to clearly and all three (3) of the questions fully responded to address the questions.</p> <p>Rating = 4: All three (3) of the questions above are responded to clearly and the response to the points are addressed.</p> <p>Rating = 3: All of the questions above are responded to clearly and answered fully.</p> <p>Rating = 2: The bidder answered all the questions above fully but had a comprehensive response on at least two questions.</p> <p>Rating = 1: The bidder answered all the questions above fully but had a comprehensive response on less than two questions.</p> <p>Rating = 0: The bidder did not provide relevant answers.</p>							10 %
6	<p><u>Contract Transitioning (Transitioning-In and Transitioning-Out):</u></p> <p>The manner in which the bidder will perform the Contract Transitioning (Transitioning-In and Transitioning-Out) is considered critical to the Department.</p> <p>Taking into account the functional requirements related to Contract Transitioning (Transitioning-In and Transitioning-Out) services, and how the Service Towers</p>							10 %

and their details have been defined and the Contract Positioning Model in this bid, describe for:

Transitioning-In Services:

- how will you meet all functional requirements for Contract Transitioning-In services at the commencement of the contract?
- please provide a Transitioning-In project plan detailing the activities (including the necessary handovers), the roles and responsibilities (bidder, Department and current service provider), in line with the stipulated timeframes, that will be executed during the Contract Transitioning-In period.

Transitioning-Out Services:

- how will you meet all functional requirements for Contract Transitioning-Out services at the end of the contract period?
- please provide a Transitioning-Out project plan detailing the activities (including the necessary handovers), the roles and responsibilities (bidder, Department and new incumbent), in line with the stipulated timeframes, that will be executed during the Contract Transitioning-Out period.

Rating = 5:

All questions responded to clearly and the response to the points are fully answered and comprehensively addressed.

Rating = 4:

All questions responded to clearly and the response to the points are fully answered.

Rating = 3:

All of the questions above are responded to clearly and answered fully.

Rating = 2:

The bidder answered all the questions above fully but had a comprehensive response on at least one point.

Rating = 1:

The bidder answered all the questions above fully but did not have a comprehensive response on all questions points.

Rating = 0:

The bidder did not provide relevant answers.

SCHEDULE 1 – SERVICE DESK OPERATIONS

Service Tower	Service Description	Cost per month Incl. VAT	No. of months	Total Cost Incl. VAT
	Service Desk Operations	R	36	R
	Call Management	R	36	R
	Incident Management	R	36	R
	Service Request Management	R	36	R
	Other	Other: <Description>	36	R
		Other: <Description>	36	R
		Other: <Description>	36	R
		Other: <Description>	36	R
	Total (Incl. VAT)	R		R

SCHEDULE 2 – SERVICE DELIVERY MANAGEMENT

Service Tower	Service Description	Cost per month Incl. VAT	No. of months	Total Cost Incl. VAT
	Service Delivery Management	R	36	R
	Major Incident and Problem Management	R	36	R
	Quality Management	R	36	R
	Third Party Suppliers (Vendor and OEM Management)	R	36	R
	Knowledge Management	R	36	R
	Service Catalogue Management	R	36	R
	Other	Other: <Description>	36	R
		Other: <Description>	36	R
		Other: <Description>	36	R
		Other: <Description>	36	R
	Total (Incl. VAT)	R		R

SCHEDULE 3 – TRANSITIONING-IN SERVICES

Service Tower	Service Description	Once off cost Incl. VAT	No. of months	Total Cost Incl. VAT
	Transitioning-In Services	R	1	R
	Total			R

SCHEDULE 4 – PROJECTS SERVICES

Service Tower	Service Description	Total Cost incl. VAT
	Projects – 5% of Schedule 1 Plus Schedule 2 Total Costs Services	R
	Total	

ANNEXURE A - OVERALL BIDDER EXPERIENCE (SERVICE DESK OPERATIONS AND SERVICE DELIVERY MANAGEMENT)

Name of Organisation (only where Service Desk Operations and/or Service Delivery Management was /were included in the contract)	Contract Period (No. of Months)	Was Service Desk Operations a service to be rendered (Y/N)	Was Service Delivery Management a service to be rendered (Y/N)	Number of ICT users of the Organisation	Organisation contact person (name and contact number)	Contract Period (start and end date)

ANNEXURE B - BIDDER HUMAN RESOURCES CERTIFICATION & EXPERIENCE

1. SERVICE DELIVERY MANAGER

Name of Resource:

Resource Certification:

Technical Domain Experience: (e.g. Networks, Development, DBA).....

No. of Years Experience as Service Delivery Manager:

No. of Years Technical:

Current Title:

Role Performed	Name of organization (s) where experience was obtained	Name of activity undertaken (e.g. implementation, maintenance & support)	Brief Description of Activity Undertaken

2. PROJECT MANAGER

Name of Resource:

Resource Certification:

Technical Domain Experience: (e.g. Networks, Development, DBA)

No. of Years Experience as Service Delivery Manager:

No. of Years Technical:

Current Title:

Role Performed	Name of organization (s) where experience was obtained	Name of activity undertaken (e.g. implementation, maintenance & support)	Brief Description of Activity Undertaken

3. QUALITY MANAGER

Name of Resource:

Resource Certification:

Technical Domain Experience: (e.g. Networks, Development, DBA)

No. of Years Experience as Service Delivery Manager:

No. of Years Technical:

Current Title:

Role Performed	Name of organisation(s) where experience was obtained	Name of activity undertaken (e.g. implementation, maintenance & support)	Brief Description of Activity Undertaken

4. PROBLEM MANAGER

Name of Resource:

Resource Certification:

Technical Domain Experience: (e.g. Networks, Development, DBA)

No. of Years Experience as Service Delivery Manager:

No. of Years Technical:

Current Title:

Role Performed	Name of organization (s) where experience was obtained	Name of activity undertaken (e.g. implementation, maintenance & support)	Brief Description of Activity Undertaken

5. **KNOWLEDGE MANAGER**

Name of Resource:

Resource Certification:

Technical Domain Experience: (e.g. Networks, Development, DBA)

No. of Years Experience as Service Delivery Manager:

No. of Years Technical:

Current Title:

Role Performed	Name of organization (s) where experience was obtained	Name of activity undertaken (e.g. implementation, maintenance & support)	Brief Description of Activity Undertaken

6. SERVICE DESK OPERATIONS MANAGER

Name of Resource:

Resource Certification:

Technical Domain Experience: (e.g. Networks, Development, DBA)

No. of Years Experience as Service Delivery Manager:

No. of Years Technical:

Current Title:

Role Performed	Name of organization (s) where experience was obtained	Name of activity undertaken (e.g. implementation, maintenance & support)	Brief Description of Activity Undertaken

ANNEXURE C – SERVICE LEVEL STANDARDS

MINIMUM SERVICE LEVEL STANDARDS – SERVICE DESK OPERATIONS

Key Service Elements	Channel	Description	Mean Time To Respond	Mean Time To Resolve	Overall Targets	Penalty	Target (for first 6 months)
Service Desk Operations: Call Management	Telephony	Call answer rate	30 seconds	n/a	Year 1 85% of calls answered within 30 seconds Year 2 90 % of calls answered within 30 seconds Year 3 95 % of calls answered within 30 seconds	10% of the monthly Service Desk Operations cost.	80% of calls answered within 30 seconds
		Call abandonment rate	n/a	n/a	Not more than 5 % of calls abandoned.	10% of the monthly Service Desk Operations cost.	same as overall target
		Average call handling	n/a	15 minutes	95% of calls handled within 15 minutes	10% of the monthly Service Desk Operations cost.	90% of calls handled within 15 minutes

Key Service Elements	Channel	Description	Mean Time To Respond	Mean Time To Resolve	Overall Targets	Penalty	Target (for first 6 months)
		First Call Resolution rate	n/a	n/a	95% of calls resolved on the first call	10% of the monthly Service Desk Operations cost.	same as overall target
		Percentage number of incident and service requests logged compared to incoming calls	n/a	n/a	95% of calls received through telephony channel to be logged on the call logging system	10% of the monthly Service Desk Operations cost.	90% of calls received through telephony channel to be logged on the call logging system
		Transfer between assigned groups	n/a	1 hour	95% of Transfer between assigned groups not exceeding 3 times per incident	10% of the monthly Service Desk Operations cost.	90% of Transfer between assigned groups not exceeding 3 times per incident
		Telephony: Categorization, Prioritization and Assignment	n/a	30 minutes to route to the resolver group	95% of calls received through telephony channel categorized, prioritized and assigned to the resolver group within 30 minutes	10% of the monthly Service Desk Operations cost.	90% of calls received through telephony channel categorized, prioritized and assigned to the resolver group within 30 minutes
		Active Directory: Account lockouts	n/a	15 minutes	99% of account lockouts and	20% of the Service Desk	85% of account lockouts and

Key Service Elements	Channel	Description	Mean Time To Respond	Mean Time To Resolve	Overall Targets	Penalty	Target (for first 6 months)
		and password resets			password reset calls resolved within 15 minutes.	Operations cost.	password reset calls resolved within 15 minutes
	E-mail	E-mail: Categorization, Prioritization and Assignment	n/a	30 minutes to route to the resolver group	95% of calls received through E-mail channel categorized, prioritized and assigned to the resolver group within 30 minutes	10% of the monthly Service Desk Operations cost.	90% of calls received through E-mail channel categorized, prioritized and assigned to the resolver group within 30 minutes
	Self-Help	Self-Help: Categorization, Prioritization and Assignment	n/a	30 minutes to route to the resolver group.	95% of calls received through Self-Help channel categorized, prioritized and assigned to the resolver group within 30 minutes	10% of the monthly Service Desk Operations cost.	90% of calls received through Self-Help channel categorized, prioritized and assigned to the resolver group within 30 minutes
Service Desk Operations: Incidents and Service Requests Management		Service Desk First Level support: First Contact Resolution Rate	n/a	n/a	Year 1 80% of incidents and service requests resolved by First Level support on first contact.	30% of the monthly Service Desk Operations cost.	75% of incidents and service requests resolved by First Level support on first contact.

Key Service Elements	Channel	Description	Mean Time To Respond	Mean Time To Resolve	Overall Targets	Penalty	Target (for first 6 months)
					<p>Year 2</p> <p>85% of incidents and service requests resolved by First Level support on first contact.</p> <p>Year 3</p> <p>90 % of incidents and service requests resolved by First Level support on first contact.</p>		
		<p>Incidents, Service Requests and Problems:</p> <p>Categorization accuracy</p>	n/a	n/a	95% of incidents, service requests and problems categorized correctly.	15% of the monthly Service Desk Operations cost.	90% of incidents, service requests and problems categorized correctly.
		<p>Incidents, Service Requests and Problems:</p> <p>Prioritization accuracy</p>	n/a	n/a	95% of incidents, service requests and problems prioritized correctly.	15% of the monthly Service Desk Operations cost.	90% of incidents, service requests and problems prioritized correctly

Key Service Elements	Channel	Description	Mean Time To Respond	Mean Time To Resolve	Overall Targets	Penalty	Target (for first 6 months)
		Incidents, Service Requests and Problems: Assignment accuracy	n/a	n/a	95% of incidents, service requests and problems assigned correctly.	15% of the monthly Service Desk Operations cost.	90% of incidents, service requests and problems assigned correctly
		Incidents and Service Requests: Re-opened	n/a	n/a	Not more than 5 % of incidents and service requests re-opened.	10% of the monthly Service Desk Operations cost.	same as overall target
		Service Requests fulfilled	1 hours	4 hours	95% of service requests resolved within SLA timeframes	10% of the monthly Service Desk Operations cost.	95% of service requests resolved within SLA timeframes
		Incidents and Service Requests: First Line investigations prior to routing to resolution group	n/a	n/a	100% of incidents and service requests First Line investigations prior to routing to resolution group.	15% of the monthly Service Desk Operations cost.	overall target revised to 90%
		Incidents and Service Requests: Escalations and	n/a	at least every 2 hours from the time of the escalation or	100% of escalated incidents/service requests feedback to be	10% of the monthly Service Desk Operations	90% of escalated incidents/service requests feedback to be provided at least every 2 hours from

Key Service Elements	Channel	Description	Mean Time To Respond	Mean Time To Resolve	Overall Targets	Penalty	Target (for first 6 months)
		Complaints feedback frequency to End-users		complaint	provided at least every 2 hours from the time of the escalation and complaint and accordingly recorded on ITSM	cost.	the time of the escalation / complaint and accordingly recorded on ITSM
		Incidents and Service Requests: CMDB – Configuration Items Linking	n/a	n/a	100% of Incidents and Service Requests linked to Configuration Items.	10% of the monthly Service Desk Operations cost.	90% of Incidents and Service Requests linked to Configuration Items
		Actively Manage Pending calls: Pending Calls – Resolution of Pending Calls			90% of calls open for not more than 7 days for support calls and for not more than 30 days for OEM related calls Pending calls not exceed 10% of weekly volume calls Pending calls to be closed within	10% of the monthly Service Desk Operations cost. 5% of the monthly Service Desk Operations cost.	overall target revised to 80% Measure the number of pending calls against the calls received for the month and the resolution thereof. Adherence to the Pending Calls Directive of the Department

Key Service Elements	Channel	Description	Mean Time To Respond	Mean Time To Resolve	Overall Targets	Penalty	Target (for first 6 months)
					40 hours If the user is not responding with the relevant information Adherence to the Pending Calls Directive of the Department.)		
		Actively Manage Pending calls: Pending Calls – Follow-up on Pending Calls in all resolver groups		Daily	80% of Pended calls followed-up. Adherence to the Pending Calls Directive of the Department.)	5% of the monthly Service Desk Operations cost.	same as overall target
		Policies, processes, procedures, work instructions, and Standard Operating Procedures (SOPs) manuals	n/a	Create and implement – within 3 months from the contract commencement 4 reviews per annum in line with the Departmental financial year. Update or Create – within 5 days from Departmental	100% of all Policies, processes, standards, work instructions, Standard Operating Procedures (SOPS) manuals in place and continuously updated to reflect the current state	10% of the monthly Service Desk Operations cost.	same as overall target

Key Service Elements	Channel	Description	Mean Time To Respond	Mean Time To Resolve	Overall Targets	Penalty	Target (for first 6 months)
				approved change			
		File plan and document repository	n/a	Create and implement – within 3 months from the contract commencement 4 reviews per annum in line with the Departmental financial year. Updated – within 5 days from Departmental approved change	100% of all Policies, processes, procedures, work instructions, and SOPs manuals in place and continuously updated to reflect the current state and stored in the document repository	10% of the monthly Service Desk Operations cost.	same as overall target
		Generic Processes and procedures	n/a	n/a	100% of processes and procedures in place and continuously updated to reflect the current state defined under Service Desk Operations Management	10% of the monthly Service Desk Operations cost.	90% of processes and procedures in place and continuously updated to reflect the current state defined under Service Desk Operations Management
		Service Desk Operating Model	n/a	Create and implement – within 3 months from the contract commencement.	100% of Service Desk Operating/Delivery Model in place and reviewed	5% of the quarterly Service Desk Operations cost.	same as overall target

Key Service Elements	Channel	Description	Mean Time To Respond	Mean Time To Resolve	Overall Targets	Penalty	Target (for first 6 months)
				<p>4 reviews per annum in line with the Departmental financial year</p> <p>Updated – within 5 days from Departmental approved change</p>			
		Service Desk Escalation Matrix	n/a	<p>Create and implement – within 3 months from the contract commencement</p> <p>4 reviews per annum in line with the Departmental financial year</p> <p>Updated – within 5 days from Departmental approved change</p>	100% of Service Desk Escalation Matrix in place and reviewed	5% of the quarterly Service Operations Desk cost.	same as overall target
		Service Desk Continuous Improvement Program	n/a	<p>Create and implement – within 6 months from the contract commencement</p> <p>4 reviews per annum in line with the Departmental</p>	100% of Service Desk approved recommended improvements by Service Desk Operations Management implemented as per the agreed	5% of the quarterly Service Desk Operations cost.	same as overall target

Key Service Elements	Channel	Description	Mean Time To Respond	Mean Time To Resolve	Overall Targets	Penalty	Target (for first 6 months)
				financial year Implement approved Recommendations from Service Desk Operations Management as per the agreed timeframes Updated – within 5 days from Departmental approved change	timeframes.		
		Service Desk Service Level Management (SLA Performance Reviews)	n/a	Monthly and Quarterly reviews	100% of Service Desk SLA Performance Monthly and Quarterly Review Meetings attended as per scheduled dates	30% of the monthly Service Desk Operations cost.	100% of Service Desk SLA Performance Review Meetings attended as per scheduled dates
		Service Desk Operations Management Reports; Predefined system generated and written reports (e.g. First Line Call Resolution, Quality	n/a	Daily report - no later than 09:00 every day. Weekly report - no later than 09:00 every Monday. Monthly report - no later than the	100% of all predefined and agreed to reports provided within SLA timeframes.	10% of the monthly Service Desk Operations cost.	100% of all predefined and agreed to reports provided within SLA timeframes.

Key Service Elements	Channel	Description	Mean Time To Respond	Mean Time To Resolve	Overall Targets	Penalty	Target (for first 6 months)
		Management, Open Calls Analysis, Periodic Trend Report Analysis)		5th working day of each month. Quarterly report - no later than the 5th working day after each quarter. Annual report - no later than the 5th working day after each financial year.			
		Service Desk Management Reports; Ad-hoc system generated and written reports	n/a	within agreed timeframes	100% of all Ad-hoc system generated and written reports provided within agreed timeframes.	10% of the monthly Service Desk Operations cost.	same as overall target
		Audit findings and recommendations	n/a	Request for Response/Information – within 2 days of request Remediation Tasks implemented within agreed timeframes	100% of all response to audit findings/requests for information submitted within 2 days 100% audit findings remediation tasks are implemented	15% of the monthly Service Desk Operations cost.	90% of all audit findings remediation are implemented within agreed timeframes

Key Service Elements	Channel	Description	Mean Time To Respond	Mean Time To Resolve	Overall Targets	Penalty	Target (for first 6 months)
					within agreed timeframes.		
		Finance management (e.g. invoices)	n/a	By the 5 th of the new month	100% of all invoices due submitted by the 5 th of the new month	No financial penalty, however, service disputes may be imposed by the Department, should this service standard not be achieved.	same as overall target
		Overall Finances management (e.g. invoice reconciliations)	n/a	n/a	100% accuracy of all financial reconciliations.	No financial penalty, however, service disputes may be imposed by the Department, should this service standard not be achieved.	100% accuracy of all financial reconciliations

MINIMUM SERVICE LEVEL STANDARDS: SERVICE DELIVERY MANAGEMENT

Key Service Elements	Description	Mean Time To Respond	Mean Time To Resolve	Overall Target	Penalty	Target (for first 6 Months)
Service Delivery Management	Policies, processes, procedures, standards, work instructions, Standard Operating Procedures (SOPs) manuals	n/a	Create and implement – within 3 months from the contract commencement 4 reviews per annum in line with the Departmental financial year. Updated– within 5 days from Departmental approved change	100% of all Policies, processes, standards, work instructions, Standard Operating Procedures (SOPs) manuals in place and continuously updated to reflect the current state	10% of the monthly Service Delivery Management cost	same as overall target
	Generic Processes and procedures	n/a	n/a	100% of processes and procedures in place and continuously updated to reflect the current state defined under Service Delivery Management	10% of the monthly Service Delivery Management cost.	90% of processes and procedures in place and continuously updated to reflect the current state defined under Service Delivery Management
	File plan and document repository	n/a	Create and implement – within 3 months from the contract commencement 4 reviews per annum in line with the Departmental	100% of all Policies, standards, work instructions, standard operating procedure manuals in place and continuously updated to reflect the current state and stored in the	10% of the monthly Service Delivery Management cost.	same as overall target

Key Service Elements	Description	Mean Time To Respond	Mean Time To Resolve	Overall Target	Penalty	Target (for first 6 Months)
			financial year. Updated – within 5 days from Departmental approved change	document repository		
	Audit findings and recommendations	n/a	Request for Response/Information – within 2 days of request Remediation Tasks implemented within agreed timeframes	100% of all response to audit findings/requests for information submitted within 2 days 100% audit findings remediation tasks are implemented within agreed timeframes.	15% of the monthly Service Delivery Management cost.	90% of all audit findings remediation are implemented within agreed timeframes
	Finance management (e.g. invoices)	n/a	By the 5 th of the new month	100% of all invoices due submitted by the 5 th of the new month	No financial penalty, however, service disputes may be imposed by the Department, should this service standard not be achieved.	100% of all invoices due by the 5th day of the following month.
	Overall Finances management (e.g. invoice reconciliations)	n/a	n/a	100% accuracy of all financial reconciliations.	No financial penalty, however, service disputes may be imposed by the Department, should this service standard not be achieved.	100% accuracy of all financial reconciliations
	Service Delivery	n/a	Monthly and Quarterly reviews	100% of Service	30% of the	same as overall target

Key Service Elements	Description	Mean Time To Respond	Mean Time To Resolve	Overall Target	Penalty	Target (for first 6 Months)
	Management (SLA Performance Reviews)			Desk SLA Performance Monthly and Quarterly Review Meetings attended as per scheduled dates	monthly Service Delivery Management cost	
	Processes, and Procedures: Major Incident and Problem Management	n/a	Create and implement – within 3 months from the contract commencement 4 reviews per annum in line with the Departmental financial year. Updated – within 5 days from Departmental approved change	100% of all Processes and Procedures for Major Incident and Problem Management are in place and continuously updated to reflect the current state	15% of the monthly Service Delivery Management cost	Updated/Created and implemented – within 3 months from the contract commencement
	Processes, and Procedures: Third Party Suppliers (Vendor and OEM) Management	n/a	Create and implement – within 3 months from the contract commencement 4 reviews per annum in line with the Departmental financial year. Updated – within 5 days from Departmental	100% of all Processes and Procedures for Third Party Suppliers (Vendor and OEM) Management are in place and continuously updated to reflect the current state	15% of the monthly Service Delivery Management cost	Updated/Created and implemented – within 3 months from the contract commencement

Key Service Elements	Description	Mean Time To Respond	Mean Time To Resolve	Overall Target	Penalty	Target (for first 6 Months)
			approved change			
	Processes, and Procedures: Knowledge Management	n/a	Create and implement – within 3 months from the contract commencement 4 reviews per annum in line with the Departmental financial year. Updated – within 5 days from Departmental approved change	100% of all Processes and Procedures for Knowledge Management are in place and continuously updated to reflect the current state	15% of the monthly Service Delivery Management cost.	Updated/Created and implemented – within 3 months from the contract commencement
	Service Delivery Management Reports; Ad-hoc system generated and written reports	n/a	within agreed timeframes	100% of all Ad-hoc system generated and written reports provided within agreed timeframes.	10% of the monthly Service Delivery Management cost.	same as overall target
	Overall Reporting (executive management reports)	n/a	Daily report - no later than 09:00 every day. Weekly report - no later than 09:00 every Monday. Monthly report - no later than the 5th working day of each month. Quarterly report - no later than the	100% of all agreed to reports / predefined reports provided within agreed SLA timeframes.	15% of the monthly Service Delivery Management cost.	same as overall target

Key Service Elements	Description	Mean Time To Respond	Mean Time To Resolve	Overall Target	Penalty	Target (for first 6 Months)
			5th working day after each quarter. Annual report - no later than the 5th working day after each weekly, monthly, quarterly and annual			
	Overall Service Performance improvement	n/a	4 reports per annum	100% of all quarterly reports (operational improvements) completed.	10% of the quarterly Service Delivery Management cost.	same as overall target
Major Incident and Problem Management	Major Incidents call logging	n/a	30 minutes	100% of Major Incidents calls logged	15% of the Monthly Service Delivery Management cost.	same as overall target
	Problem Management: Root Cause Analysis: Recommendation and implementation	n/a	n/a	100% of all Root Cause Analysis approved recommendations implemented within agreed timeframes.	15% of the monthly Service Delivery Management cost.	same as overall target
	Problem Management: Root Cause Analysis Report	1 hour	16 hours	100% of all Root Cause Analysis reports provided within SLA timeframes.	10% of the monthly Service Delivery Management cost.	same as overall target
	Major Incident and Problem Management - Preliminary / Self-Investigations - Feedback (from the time a Major Incident	1 hour	2 hours	100% Preliminary / Self-Investigations – Feedback provided every 2 hours to SWAT team	15% of the monthly Service Delivery Management cost.	90% Preliminary / Self-Investigations – Feedback provided within SLA timeframes

Key Service Elements	Description	Mean Time To Respond	Mean Time To Resolve	Overall Target	Penalty	Target (for first 6 Months)
	or problem has been declared)					
	Major Incident/Problem Management - Compulsory SWAT Team Gathering (from the time a Major Incident/problem SWAT team gathering been declared)	1 hour	2 hours	90% of all SWAT team gatherings / engagement within SLA timeframes. 100% of All SWAT Meetings Chaired 100% Participation in Major Incident/Problem Management and Representation by Technical Leads/Manager is essential.	15% of the monthly Service Delivery Management cost.	90% of all SWAT team gatherings / engagement within SLA timeframes. 100% of All SWAT Meetings Chaired 90% Participation in Major Incident/Problem Management and Representation by Technical Leads/Manager is essential.
	Major Incident/Problem Management – Minutes/Action Item List Updates and Distribution Communication: Notification of Major Incident to ISM Management, Service Providers and Product Managers	n/a	1 hour	90% Action item Lists distributed within 1 hour after SWAT Meeting SWAT meetings to be called within 90 Minutes of Major Incident/Problem having been declared and no resolution of the incident At least 1 Further SWAT meeting before end of Day if Incident not resolved by 14h30	15% of the monthly Service Delivery Management cost.	100% of All SWAT Meetings Chaired 90% Action item List/s distributed within 1 hour after SWAT Meeting 90% Minutes of SWAT meeting distributed by end of day of each SWAT meeting until Major Incident/Problem, resolved 90% Participation in Major Incident/Problem Management and Representation by Technical Leads/Manager

Key Service Elements	Description	Mean Time To Respond	Mean Time To Resolve	Overall Target	Penalty	Target (for first 6 Months)
				<p>100% Minutes of SWAT meeting distributed by end of day of each SWAT meeting until Major Incident/Problem, resolved</p> <p>100% Participation in Major Incident/Problem Management and Representation by Technical Leads/Manager is essential.</p>		is essential
	Service Disruption Communication (scheduled and unscheduled) to end users	n/a	30 minutes	<p>100% of Service Disruption Communication sent out to the Department's Communication Directorate</p> <p>Status of Major Incident to be submitted to the Communication Directorate communicated at least every morning by 8h00 and by 15h00 daily until Resolution</p>	10% of the monthly Service Delivery Management cost.	90% of Service Disruption Communication sent out to the Department's Communication Directorate
	Service Disruption Communication: Notification of Major	n/a	30 minutes	100% Notification of Major Incident to all Stakeholders	10% of the monthly Service Delivery	90% Notification of Major Incident to all Stakeholders within 1 hour of Major

Key Service Elements	Description	Mean Time To Respond	Mean Time To Resolve	Overall Target	Penalty	Target (for first 6 Months)
	Incident to ISM Management, Service Providers and Product or Service Managers			within 1 hour of Major Incident having been declared and within 1 hour and thereafter every 3 hours until resolved;	Management cost.	Incident having been declared and within 1 hour and thereafter every 3 hours until resolved; and Status of Major Incident to be communicated At least every morning by 8h00 and the last one for the day by 16h00 daily until Resolution
Quality Management	Quality Management - Model	n/a	Create and implement – within 3 months from the contract commencement 4 reviews per annum in line with the Departmental financial year. Updated – within 5 days from Departmental approved change	100% of Quality Management - Model in place, adhered and reviewed.	10% of the monthly Service Delivery Management cost.	same as overall target
	Customer Satisfaction rating			As per agreed targets	10% of the Monthly Service Delivery Management cost.	
	Customer Incident and Service Request Resolution Satisfaction Surveys	n/a	Monthly by the 5 th of the month	Monthly report on number of Satisfaction Surveys indicating the following: 1. No. of users that	10% of the Monthly Service Delivery Management cost.	One Customer Survey Conducted and Report on analysisist presented on the last day of the 6 month period

Key Service Elements	Description	Mean Time To Respond	Mean Time To Resolve	Overall Target	Penalty	Target (for first 6 Months)
				<ul style="list-style-type: none"> 2. % against calls logged 3. Results of Questionnaire Trend Analysis against previous month		
	Customer Satisfaction Surveys	n/a	Create and implement – within 6 months from the contract commencement Continued Surveys within every quarter	100% of Customer Satisfaction Surveys conducted	10% of the Monthly Service Delivery Management cost.	same as overall target
	Perform Quality Review of all Policies, processes, procedures, standards, work instructions, Standard Operating Procedures (SOPs) manuals		Within a week of each draft submitted.	100% of documents submitted, reviewed within a week of date of submission of draft document	15% of the Monthly Service Delivery Management cost.	90% of documents submitted, reviewed within a week of date of submission of draft document
Third Party Suppliers (Vendor and OEM) Management	Third Party Supplier (Vendor and OEM) Management: Incidents and Service Requests: Pending Calls	n/a	Pending calls Report submitted every Monday by COB	100% of all Third Party Suppliers (Vendor and OEM) incidents/service requests SLA's monitored and tracked. 100% Weekly Pending Calls Report submitted to the Product Managers by COB	15% of the monthly Service Delivery Management cost.	85% of all Third Party Suppliers (Vendor and OEM) incidents/service requests SLA's monitored and tracked. 100% Weekly Pending calls Report submitted to the Product Managers by COB on a Monday

Key Service Elements	Description	Mean Time To Respond	Mean Time To Resolve	Overall Target	Penalty	Target (for first 6 Months)
				on a Monday.		
	Third Party Supplier (Vendor and OEM) Management: SLA tracking	n/a	n/a	100% of all Third Party Supplier (Vendor) incidents/service requests SLA's monitored and tracked.	15% of the monthly Service Delivery Management tower cost.	
	Third Party Suppliers (Vendor and OEM) Management: SLA breach escalation	n/a	n/a	100% of all Third Party Suppliers (Vendor and OEM) breached SLA's managed in line with SLA Breach Escalation Process.	15% of the monthly Service Delivery Management cost.	85% of all Third Party Suppliers (Vendor and OEM) breached SLA's managed in line with SLA Breach Escalation Process.
	Third Party Suppliers (Vendor and OEM) Management: Service Reviews and Reports	n/a	Service Review Meetings attended as per Scheduled date Monthly Reports Available by the 5 th of the month	100% of all Third Party Suppliers (Vendor and OEM) Service Reviews attended. 100% of all Service Desk related action items, emanating from the Third Party Suppliers (Vendor and OEM) Service Reviews, implemented 100% Report on Performance of Third Party Suppliers (Vendors and OEM) submitted by the 5 th of the month.	15% of the monthly Service Delivery Management cost.	85% of all Third Party Suppliers (Vendor and OEM) Service Reviews attended. 85% of all Service Desk related action items, emanating from the Third Party Suppliers (Vendor and OEM) Service Reviews, implemented. 100% Report on Performance of Third Party Suppliers (Vendors and OEM) submitted by the 5 th of the month

Key Service Elements	Description	Mean Time To Respond	Mean Time To Resolve	Overall Target	Penalty	Target (for first 6 Months)
	Third Party Suppliers (Vendor and OEM) Management: Reports; Ad-hoc system generated and written reports	n/a	within agreed timeframes	100% of all Third Party Suppliers (Vendor and OEM) Ad-hoc system generated and written reports provided within agreed timeframes.	10% of the monthly Service Delivery Management cost.	100% of all Third Party Suppliers (Vendor and OEM) Ad-hoc system generated and written reports provided within agreed timeframes.
Knowledge Management	Knowledge Base: Knowledge Articles (Accuracy)	n/a	n/a	100% of the Knowledge Base is continuously updated with all Knowledge Articles to reflect the current state	10% of the Monthly Service Delivery Management cost.	80% of the Knowledge Base is continuously updated with all Knowledge Articles to reflect the current state
	Knowledge Base: Knowledge Articles (Published)	n/a	n/a	100% of all approved knowledge Articles published.by agreed to timeframes	10% of the Monthly Service Delivery Management cost.	80% of all approved knowledge Articles published.by agreed to timeframes
	Knowledge Articles linked to service requests for Self Service	n/a	Within agreed to timeframes	80% of approved Knowledge Articles linked to service requests for Self Service	10% of the Monthly Service Delivery Management cost	70% of approved Knowledge Articles linked to service requests for Self Service
	Knowledge Management: Reports; Ad-hoc system generated and written reports	n/a	within agreed timeframes	100% of all Knowledge Management Ad-hoc system generated and written reports provided within agreed timeframes.	10% of the Monthly Service Delivery Management cost.	70% of all Knowledge Management Ad-hoc system generated and written reports provided within agreed timeframes
Service Catalogue Management	Service Catalogue Diagram	n/a	Monthly by the 7 th of the Month	100% Monthly update of Service Catalogue Diagram when a new Service has been added or	15% of Monthly Service Delivery Management cost.	100% Monthly update of Service Catalogue Diagram when a new Service has been added/Service Removed

Key Service Elements	Description	Mean Time To Respond	Mean Time To Resolve	Overall Target	Penalty	Target (for first 6 Months)
				removed by the 7 th of the new month Ensure that Service Catalogue Diagram is up to date		by the 7 th of the new month
	Service Catalogue Management	n/a	As per agreed to Project Plan/date	100% ICT Service/Business Application added/removed from Service Catalogue completed as per the Project Schedule/ Agreed to date . Inputs to be received from Product Managers Ensure that Service Catalogue is kept current.	15% of Monthly Service Delivery Management cost.	100% ICT Service/Business Application added/removed from Service Catalogue completed as per the Project Schedule/ Agreed to date . Inputs to be received from Product Managers Ensure that Service Catalogue is kept current
	Publication of Service Catalogue and Service Catalogue Diagram	n/a	Submission of Service Catalogue and Service Catalogue Diagram Changes by the 10 th of the month Ensure Publication by Directorate Communication and the ITSM System of approved Service Catalogue and Service Catalogue Diagrams within 5 days of approval	100% Submission of Service Catalogue and Service Catalogue Diagram Changes by the 10 th of the month 100% Publication by Directorate Communication and the ITSM System of approved Service Catalogue and Service Catalogue Diagrams within 5 days of approval.	15% of Monthly Service Delivery Management cost.	100% Submission of Service Catalogue and Service Catalogue Diagram Changes by the 10 th of the month 100% Publication by Directorate Communication and the ITSM System of approved Service Catalogue and Service Catalogue Diagrams within 5 days of approval

MINIMUM SERVICE LEVEL STANDARDS: PROJECTS AND TRANSITIONING

SLA Type	Description	Mean Time To Respond	Mean Time To Resolve	Overall Target	Penalty
Transitioning-In services	Provision of a detailed plan (including roles and responsibilities of the bidder, the Department and the current service provider) with timeframes on how Transitioning-In services will be provided	1 day	10 days from contract commencement date	Detailed Plan issued within SLA timeframes	5% of the Transitioning-in services amount.
	Transitioning-in services – implementation	n/a	1 month prior to contract commencement date	100% of Transitioning-In services implemented in line with the approved plan.	15% of the Transitioning-In services amount.
Transitioning-Out services (Non-costed)	Provision of a non-costed detailed plan (including roles and responsibilities of the bidder, the Department and the current service provider) with timeframes on how Transitioning-Out services will be provided.	1 day	6 months prior to the contract expiry date	Detailed Plan issued within SLA timeframes	20% of the monthly Service Delivery Management cost.
	Transitioning-Out services – implementation	n/a	by the last month of the contract	100% of Transitioning-out services implemented in line with the approved plan.	30% of the monthly Service Delivery Management cost.
Other Projects to	Overall Projects - issuing	1 day	10 days	100% of all statement	5% of the value of the statement of

SLA Type	Description	Mean Time To Respond	Mean Time To Resolve	Overall Target	Penalty
be initiated during the contract period	of statement of work authorisations			of work authorisations issued within SLA timeframes.	work authorisation.
	Overall Projects - implementation management	n/a	n/a	100% of all projects implemented in line with the approved statement of work (scope, timeframes, cost) and Departmental Project Management Framework.	10% of the value of the statement of work authorisation.
	Overall Projects – documentation	n/a	n/a	100% of all projects documentation stored in the Department's project documentation repository.	10% of the value of the statement of work authorisation.
	Overall Project Finances management (e.g. invoices)	n/a	Project invoices – within agreed timeframes	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.
	Overall Projects - status reporting (e.g. project status reporting)	n/a	weekly, monthly	100% of all reports provided within agreed SLA timeframes.	5% of the project cost.