



**the doj & cd**

Department:  
Justice and Constitutional Development  
REPUBLIC OF SOUTH AFRICA

**REQUEST FOR BIDS**

The Department of Justice and Constitutional Development invites all interested parties that are Kofax OEM accredited partners to submit bids for requirements as stipulated below:

<b>DOCUMENT NUMBER:</b>	RFB 2019 09
<b>RFB ISSUE DATE:</b>	18 OCTOBER 2019
<b>RFB CLOSING TIME AND DATE:</b>	15 NOVEMBER 2019 @ 11:00 AM
<b>RFB VALIDITY PERIOD:</b>	120 Days (from RFB closing date).
<b>DESCRIPTION:</b>	APPOINTMENT OF AN OEM ACCREDITED KOFAX SERVICE PROVIDER (S) FOR THE IMPLEMENTATION, MAINTENANCE AND SUPPORT OF KOFAX SCANNING SOLUTION FOR A PERIOD OF THREE (3) YEARS
<b>PERIOD:</b>	Three (3) years (inclusive of one month transitioning-in and one month transitioning-out services within the period).
<b>BRIEFING SESSION TIME AND DATE:</b>	N/A
<b>RESPONSES TO THIS RFB SHOULD BE FORWARDED TO:</b>	Physical Address for Hand Delivery: The Tender Box, Momentum Centre, 329 Pretorius Street, c/o Sisulu & Pretorius Street, Pretoria, 0001
<b>ENQUIRIES:</b>	E-Mail all enquiries to <a href="mailto:SCM@justice.gov.za">SCM@justice.gov.za</a>

*[Handwritten signature]*

18/10/2019

**SECTION 1: INVITATION TO PROVIDE A QUOTATION**

**YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF JUSTICE & CONSTITUTIONAL DEVELOPMENT**

**BID NUMBER: RFB 2019 09 CLOSING DATE: 15 NOVEMBER 2019 @ 11:00**

**DESCRIPTION APPOINTMENT OF AN OEM ACCREDITED KOFAX SERVICE PROVIDER (S) FOR THE IMPLEMENTATION, MAINTENANCE AND SUPPORT OF KOFAX SCANNING SOLUTION FOR A PERIOD OF THREE (3) YEARS**

**BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE TENDER / BID BOX SITUATED AT, DOJ&CD, MOMENTUM BUILDING, 329 PRETORIUS STREET, 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:	
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>			
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No  [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No  [if yes answer 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)	
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>		<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>	
DEPARTMENT/ PUBLIC ENTITY	<b>DEPARTMENT OF JUSTICE &amp; CONSTITUTIONAL DEVELOPMENT</b>		
CONTACT PERSON	<b>E-Mail all bidding procedure enquiries to</b>	CONTACT PERSON	<b>E-Mail all technical information enquiries</b>

TELEPHONE NUMBER	<u>SCM@justice.gov.za</u>	TELEPHONE NUMBER	to <u>SCM@justice.gov.za</u>
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS		E-MAIL ADDRESS	

## 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-Fileers 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
- 3.5. 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.

**SECTION 3 - SCM PRE-QUALIFICATION**

**DOCUMENTS THAT MUST BE SUBMITTED FOR SCM PRE-QUALIFICATION**

<b>DOCUMENT THAT MUST BE SUBMITTED</b>	<b>NON-SUBMISSION WILL RESULT IN DISQUALIFICATION</b>	
<b>COMPULSORY BRIEFING SESSION</b>	<b>NO</b>	Not Applicable
<b>INVITATION TO BID – SBD 1</b>	<b>YES</b>	Complete and sign the supplied pro forma document
<b>DECLARATION OF INTEREST – SBD 4</b>	<b>YES</b>	Complete and sign the supplied pro forma document
<b>PREFERENTIAL PROCUREMENT PREFERENCE POINTS – SBD 6.1</b>	<b>YES</b>	Complete and sign the supplied pro forma document
<b>DECLARATION OF BIDDER’S PAST SCM PRACTICES – SBD 8</b>	<b>YES</b>	Complete and sign the supplied pro forma document
<b>GOOD STANDING ON TAX AFFAIRS</b>		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.
<b>RADICAL ECONOMIC EMPOWERMENT</b>	<b>YES</b>	<p>If the prime bidder is classified as a GEN organization on the CSD, then the prime bidder must sub-contract <b>30%</b> of services to an EME and/or QSE in a form of development partner or incubation program.</p> <p>If the prime bidder is classified as QSE/EME organization, then QSE/EME prime bidder is not compelled to sub-contract as per revised Preferential Procurement Regulations of 2017.</p>

**SECTION 4 - EMPOWERMENT THROUGH SUBCONTRACTING**

**DETAILS OF THE NOMINATED SUB-CONTRACTOR / DEVELOPMENT PARTNER**

**(if nominating more than 1 sub-contractor please duplicate this page)**

1	Name of Subcontractor	
2	Registration Number	
3	Vat registration Number	
4	Contact Person	
5	Telephone Number	
6	Fax Number	
7	Email address	
8	Postal Address	
9	Physical Address	
10	SARS pin number	
12	BBBEE level	

**DECLARATION**

I, the undersigned (name)..... certify that the information furnished above is correct. I confirm that I subscribe and I will accept to the conditions of "EMPOWERMENT THROUGH MANDATORY SUBCONTRACTING". I accept that the state may reject the bid or act against me should this declaration prove to be false.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Position

\_\_\_\_\_  
Name of bidder

**SECTION 5 – STANDARD BIDDING DOCUMENTS**

**SBD 4 - DECLARATION OF INTEREST**

1. Any legal person, including persons employed by the state<sup>1</sup>, 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 an advertised competitive bid, a limited bid, a proposal or written price quotation). 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-

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

1.2 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.**

Full Name of bidder or his or her representative:	
Identity number	
Position occupied in the Company (director, trustee, shareholder <sup>2</sup> , member):	
Registration number of company, enterprise, close corporation, partnership agreement or trust:	
Tax Reference Number:	
VAT Registration Number	

3. 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.

Are you or any person connected with the bidder presently employed by the state? If so, furnish the following particulars:

YES	NO
-----	----

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:

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
-----	----

If yes, did you attach proof of such authority to the bid document? (Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid. If no, furnish reasons for non-submission of such proof

YES	NO
-----	----

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? If so, furnish particulars:

YES	NO
-----	----

Are you, or any person connected with the bidder, 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? If so, furnish particulars:

YES	NO
-----	----

Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract? If so, furnish particulars:

YES	NO
-----	----

**4. Full details of directors / trustees / members / shareholders**

Full Name	Identity Number	Personal Income Tax Reference Number	State Number	Employee / Persal Number

**5. DECLARATION**

I, the undersigned (name).....certify that the information furnished in paragraphs 2 and 3 above is correct. I accept that the state may reject the bid or act against me should this declaration prove to be false.

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Position**

\_\_\_\_\_  
**Name of bidder**

## **SBD 5 - THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME**

### **1. INTRODUCTION**

1.1. 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.

### **2. PILLARS OF THE PROGRAMME**

2.1. 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:

2.1.1 Any single contract with imported content exceeding US\$10 million, or

2.1.2 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

2.1.3 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

2.1.4 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.

2.1.5 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.

2.1.6 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.

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

### **3. REQUIREMENTS OF DEPARTMENT OF TRADE & INDUSTRY**

- 3.1. 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.
- 3.2. 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.

### **4. BID SUBMISSION AND CONTRACT REPORTING REQUIREMENTS OF BIDDERS AND SUCCESSFUL BIDDERS (CONTRACTORS)**

- 4.1. Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with the bid on the closing date and time.
- 4.2. 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:
  - 4.2.1. bid or contract number.
  - 4.2.2. description of the goods, works or services.
  - 4.2.3. date on which the contract was accepted.
  - 4.2.4. name, address and contact details of the government institution.
  - 4.2.5. value of the contract.
  - 4.2.6. imported content of the contract, if possible.
- 4.3. 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](mailto:Elias@thedti.gov.za) for further details about the programme.

**5. PROCESS TO SATISFY THE NIP OBLIGATION**

- 5.1. Once the successful bidder (contractor) has made contact with and furnished the DTI with the information required, the following steps shall be followed:
  - 5.1.1 The contractor and the DTI shall determine the NIP obligation;
  - 5.1.2 the contractor and the DTI shall sign the NIP obligation agreement;
  - 5.1.3 the contractor shall submit a performance guarantee to the DTI;
  - 5.1.4 the contractor shall submit a business concept for consideration and approval by the DTI;
  - 5.1.5 upon approval of the business concept by the DTI, the contractor shall submit detailed business plans outlining the business concepts;
  - 5.1.6 the contractor shall implement the business plans; and
  - 5.1.7 the contractor shall submit bi-annual progress reports on approved plans to the DTI.
- 5.2. 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).....

## SBD 6.1      PREFERENTIAL PROCUREMENT PREFERENCE POINTS

### 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.

---

#### a)      **GENERAL CONDITIONS**

- a.      The following preference point systems are applicable to all bids:
  - i.      the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
  - ii.     The value of this bid is estimated to not to exceed R50 000 000 (all applicable taxes included) and therefore the 80/20, preference point system shall be applicable;
  - iii.    Points for this bid shall be awarded for: Price; and B-BBEE Status Level of Contributor.
  
- b.      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

#### b)      **DEFINITIONS**

- i.      “**B-BBEE**” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- ii.     “**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;
- iii.    “**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;

- iv. **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- v. **“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;
- vi. **“Functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- vii. **“prices”** includes all applicable taxes less all unconditional discounts;
- viii. **“proof of B-BBEE status level of contributor”** means:
  - ix. B-BBEE Status level certificate issued by an authorized body or person;
  - x. A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - xi. Any other requirement prescribed in terms of the B-BBEE Act;
- xii. **“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;
- xiii. **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

**c) POINTS AWARDED FOR PRICE**

**a. THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS**

- i. A maximum of 80 points is allocated for price on the following basis: 80/20

$$P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

- ii.  $P_s$  = Points scored for price of bid under consideration
- iii.  $P_t$  = Price of bid under consideration
- iv.  $P_{\min}$  = Price of lowest acceptable bid

**d) POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR**

- i. 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>B-BBEE Status Level of Contributor</b>	<b>Number of points (90/10 system)</b>	<b>Number of points (80/20 system)</b>
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

**e) BID DECLARATION**

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

**f) B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1**

- i. B-BBEE Status Level of Contributor: = .....(maximum of 10 or 20 points)
- ii. (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.

**g) SUB-CONTRACTING**

- i. Will any portion of the contract be sub-contracted?

*(Tick applicable box)*

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

- ii. 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

v. **(Tick applicable box)**

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

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

<b>Designated Group: An EME or QSE which is at last 51% owned by:</b>	<b>EME</b>	<b>QSE</b>
	√	√
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		
<b>OR</b>		
Any EME		
Any QSE		

**h) DECLARATION WITH REGARD TO COMPANY/FIRM**

i. Name of company/firm:.....

ii. VAT registration number:.....

iii. Company registration number:.....

**i) TYPE OF COMPANY/ FIRM [TICK / CIRCLE APPLICABLE BOX]**

a.	Partnership/Joint Venture / Consortium	
b.	One person business/sole propriety	
c.	Close corporation	
d.	Company	
e.	(Pty) Limited	

**j) DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

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

**k) COMPANY CLASSIFICATION [TICK APPLICABLE BOX]**

a.	Manufacturer	
b.	Supplier	
c.	Professional Bidder	
d.	Other Bidders, e.g. transporter, etc.	

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

f. 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 above paragraphs, 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 –
- v. disqualify the person from the bidding process;
- vi. recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- vii. 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;
- viii. recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis,
- ix. 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 forward the matter for criminal prosecution.

<b>WITNESSES</b> ..... ..... .....	..... <b>SIGNATURE(S) OF BIDDERS(S)</b> <b>DATE:</b> ..... <b>ADDRESS</b> ..... .....
---	---

**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:
  - 3.1. abused the institution's supply chain management system;
  - 3.2. committed fraud or any other improper conduct in relation to such system; or
  - 3.3. 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><b>The Database of Restricted Suppliers now resides on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b></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><b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b></p>	Yes  <input type="checkbox"/>	No  <input type="checkbox"/>
4.2.1	If so, furnish particulars:		

4.3	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?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	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 accept with the contract?	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. 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).<sup>2</sup> Collusive bidding is a pe se prohibition meaning that it cannot be justified under any grounds.
2. 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:
  - 2.1 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.
  - 2.2 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.
3. 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.
4. In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

**5. 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)	<b>DEPARTMENT OF JUSTICE &amp; CONSTITUTIONAL DEVELOPMENT</b>
do hereby make the following statements that I certify to be true and complete in every respect: I certify, on behalf of (Name of Bidder)	

- 5.1 I have read and I understand the contents of this Certificate;
- 5.2 I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;

- 5.3 I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
- 5.4 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;
6. 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:
  - 6.1 has been requested to submit a bid in response to this bid invitation;
  - 6.2 could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - 6.3 provides the same goods and services as the bidder and/or is in the same line of business as the bidder.
7. 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 consortium<sup>3</sup> will not be construed as collusive bidding.
8. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding: prices; geographical area where product or service will be rendered (market allocation), methods, factors or formulas used to calculate prices; the intention or decision to submit or not to submit, a bid; the submission of a bid which does not meet the specifications and conditions of the bid; or bidding with the intention not to win the bid.
9. 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.
10. 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.
11. 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

12. 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)**

**GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT July 2010**

**NOTES**

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) 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.

- a) The General Conditions of Contract will form part of all bid documents and may not be amended.
- b) 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
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments

19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

## **General Conditions of Contract**

### **1. Definitions**

1. The following terms shall be interpreted as indicated:
  - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
  - 1.2 "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.
  - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
  - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
  - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
  - 1.6 "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.
  - 1.7 "Day" means calendar day.
  - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.

- 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10 "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.
- 1.11 "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.
- 1.12 "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.
- 1.13 "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.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "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.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.

- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "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.
- 1.25 "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](http://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 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 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:
  - (a) 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
  - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in 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 comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply 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 comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 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 comply 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:
  - (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
  - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
  - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
  - (d) 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
  - (e) 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:

- (a) 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
- (b) in the event of termination of production of the spare parts:
  - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
  - (ii) 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 contracts 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 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:

(a) 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;

(b) if the Supplier fails to perform any other obligation(s) under the contract; or

(c) 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 and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

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 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:

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 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,  
(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) the purchaser shall pay the supplier any monies due the supplier.

**28. Limitation of liability**

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

(a) 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

(b) 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 is 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 bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

## **SECTION 7: BIDDING REQUIREMENTS AND SPECIAL BID CONDITIONS**

### **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,

- 2.6 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.
- 2.7 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.
- 2.8 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.
- 2.9 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:
- 2.10 Shall be deemed to form part of the confidential information of DOJ&CD;
- 2.11 Shall be deemed to be the property of DOJ&CD;
- 2.12 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
- 2.13 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 / RFB 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 e-mail address below. Please ensure that the RFB number is stipulated in the subject line of your e-mail.

E-mail address
<u>SCM@justice.gov.za</u>

- 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 it's 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. MANDATORY REQUIREMENT**

**N: B:** 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. Please mark with a cross where applicable.

<b>7.1</b>	<b>ACCEPTANCE OF ALL CONDITIONS IN ALL THE SECTIONS OF THE RFB DOCUMENT</b>	<b>Comply</b>
	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.	
<b>7.2</b>	<b>ORIGINAL EQUIPMENT MANUFACTURER (OEM) ACCREDITATION</b>	<b>Comply</b>
	The prime bidder confirms to be <u>accredited by the OEM</u> as software partner with the appropriate and <u>relevant certifications</u> for both <b>Kofax Capture</b> and <b>Kofax Total Agility</b> .  <b>NB: The department reserves the right to request for accreditation / confirmation letter from the OEM stipulating Kofax platforms for which the bidder's resources are accredited for.</b>	
<b>7.3</b>	<b>ABILITY TO DELIVER TO ANY OFFICE IN THE RSA</b>	<b>Comply</b>
	The bidder shall be required to deliver goods and/or services to any office in the RSA. The bidder confirms that, for the duration of the contract, the bidder will have adequate technical competency to meet all the functional requirements and service level standards.	
<b>7.4</b>	<b>FULLY COSTED SERVICE</b>	<b>Comply</b>
	The bidder confirms that their bid response is an all-inclusive response that will fully meet all functional requirements, and that will achieve all the purposes, as set out in this document.  The bidder confirms that all the requirements and services necessary to deliver the services as set out in this bid document, whether specifically stated or not, are included in the bid price.	

	<p>The bidder is aware and accepts that the cost model provides for composite pricing and does not contain detailed costing elements but confirms that all essential services as determined by the bidder that are required to meet all the requirements of the service have been included in the bid price.</p> <p>The bidder confirms that, after having considered all the requirements of the service that <b>all essential services</b> other than what was stipulated by the Department and <b>that are considered necessary to deliver a composite service from a user and technical perspective</b>, has been included in the bid price.</p> <p>The bidder further confirms that all additional functionality proposed under the Functionality section of this document, have been included in the bid price.</p> <p><b>NB: The bidder confirms that any omission, or oversight in this respect, will be for the bidder's account with no additional cost implications to the Department.</b></p>	
7.5	<b>SERVICE LEVEL STANDARDS</b>	<b>Comply</b>
	<p>The bidder accepts the service level standards as stipulated in this document are minimum service levels and that additional service levels can be added during the contract period to optimise the value delivery to the business. The additional service levels and associated penalties will be in line with service levels in the document (e.g. quantum). The added service levels will be in line with the functions stipulated in the contract which may not have specific service level standards.</p>	
7.6	<b>PENALTIES</b>	<b>Comply</b>
	<p>If a bidder 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.</p> <p>The bidder will not be entitled to any service credits should the service be delivered within or ahead of target timeframes.</p> <p>No penalties will be imposed against the bidder in instances where due dates are not met as a result of services that fall outside the scope of the contract with the bidder.</p> <p>The enforcement of a penalty does not exempt the bidder from resolving a problem nor does it stop the repetitive levying of the penalty at the stipulated percentage value of a particular service level. The penalty shall be enforced for subsequent periods of non-performance until resolved.</p> <p>A maximum penalty principle will be applied when levying penalties for non-performance on the part of the bidder. Refer to the minimum service level standards</p>	

	<p>section for maximum penalty conditions.</p> <p>Service dispute resolution processes may be triggered due to consistent non-performance on the part of the bidder. During a service dispute, the bidder shall continue to render services in accordance with the service levels. In instances where a service dispute arises, the Department undertakes to pay such invoices which are not the subject of the service dispute.</p> <p>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.</p> <p>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 not rendered, unsatisfactory performance, sub-standard work, etc.).</p>	
<b>7.7</b>	<b>FIRM PRICING</b>	<b>Comply</b>
	The bidder confirms that all pricing is firm and that no price adjustments will be applicable or claimed during the contract period.	
<b>7.8</b>	<b>COPYRIGHT AND INTELLECTUAL PROPERTY</b>	<b>Comply</b>
	<p>All copyright and Intellectual Property herein vests with DOJ&amp;CD.</p> <p>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&amp;CD.</p> <p>All deliverables (e.g. documents) produced out of the contract will remain the sole intellectual and copyright property of the Department and will only carry the brand (corporate identity) of the Department. No co-branding will be allowed.</p>	
<b>7.9</b>	<b>COSTS INCURRED IN PREPARATION OF RFB RESPONSES</b>	<b>Comply</b>
	The DOJ&CD 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 proposal or to select any proposal, or to discuss the reasons why such bidder's or any other proposal was accepted or rejected.	
<b>7.10</b>	<b>RSA LEGAL ENTITY</b>	<b>Comply</b>
	The prime bidder and it's sub-contractor(s) must be a registered business entity that has its full time operations and capability in South Africa.	
<b>7.11</b>	<b>FUNCTIONALITY - REFERENCING OF SUBSTANTIATIONS</b>	<b>Comply</b>

	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.	
<b>7.12</b>	<b>CLARIFICATION REGARDING RFB AFTER CLOSING DATE</b>	<b>Comply</b>
	The Department may request written clarification regarding any aspect of this proposal (e.g. price confirmation and clarification, verification of certifications, clarification of technical aspects, etc.) The bidders must supply the requested information in writing within the specified time-frames after the request has been made, otherwise the bidder's proposal shall be disqualified.	
<b>7.13</b>	<b>VERIFICATION OF INFORMATION</b>	<b>Comply</b>
	The Department reserves the right to contact any of the references that were provided by the bidder, or to perform its own independent verification to verify information that was provided by the bidder. Where the bidder's permission is required for any reference to release information, whether such reference was provided by the bidder or was obtained through the Department's independent verification process, the bidder shall cooperate to allow such information to be released within the specified timeframes.	
<b>7.14</b>	<b>RIGHT TO CANCEL OR REJECT</b>	<b>Comply</b>
	The DOJ&CD reserves the right to; cancel or reject any proposal and not to award the proposal to the lowest bidder or not to award at all.	
<b>7.15</b>	<b>LIMITATION OF LIABILITY</b>	<b>Comply</b>
	The aggregate liability of the bidder to the Department, whether under the contract, or otherwise, will be equivalent to the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment and loss of data.	
<b>7.16</b>	<b>PRINCIPAL AGREEMENTS</b>	<b>Comply</b>
	Where applicable, and during the evaluation process, bidders who are distributors, resellers and installers of equipment and services may be required to submit proof of agreements with their principals (e.g. OEMs). Where such agreements are requested, it shall be valid as from the time of bidding. In the event where a bidder is awarded the bid, the bidder shall ensure that such agreements remain valid for the duration of the contract. The Department reserves the right to validate the	

	authenticity of such agreements, during the evaluation or contract period, in any form deemed necessary.	
<b>7.17</b>	<b>PRECEDENCE OF DOCUMENTS</b>	<b>Comply</b>
	<p>The following order of precedence of documents will apply in concluding the contract and/or SLA:</p> <ol style="list-style-type: none"> <li>1. The RFB (this document),</li> <li>2. The Bidder's response</li> <li>3. Letter of Award</li> <li>4. The Service Level Agreement (SLA),</li> </ol> <p>In case of a conflict between the parties, <b>the conditions of the RFB document will prevail</b> followed by the Bidder's response, followed by the Letter of Award and thereafter SLA (agreed position between the parties).</p>	
<b>7.18</b>	<b>BIDDER'S OWN CONDITIONS</b>	<b>Comply</b>
	<p>Bidders must not qualify the bid with their own conditions.</p> <p><b>Caution:</b> If the bidder does not specifically withdraw its own conditions when requested by the Department, the bid response will be disqualified.</p>	
<b>7.19</b>	<b>FORMAL CONTRACT</b>	<b>Comply</b>
	<p>The bidder accepts that any offer and/or acceptance entered into will only be considered valid and binding if reduced in writing.</p> <p>The bidder accepts that any verbal agreement will not constitute a valid contract.</p>	
<b>7.20</b>	<b>DISCRETION TO EXTEND THE VALIDITY PERIOD</b>	<b>Comply</b>
	<p>The DOJ&amp;CD may request for an extension of the validity period.</p> <p>When called upon to extend the validity period, the bidder must respond within the required time-frames and in writing.</p>	
<b>7.21</b>	<b>WITHDRAWAL OF RFBS BEFORE VALIDITY EXPIRY</b>	<b>Comply</b>
	<p>Should the bidder withdraw their proposal before the proposal validity expiry date, DOJ&amp;CD reserves the right to recover any additional expenses incurred by DOJ&amp;CD in having to accept any less favourable proposal and/or the additional expenditure incurred by DOJ&amp;CD in the preparation of a new RFB and by the subsequent acceptance of any less favourable proposal.</p>	
<b>7.22</b>	<b>AMENDMENTS TO THIS RFB</b>	<b>Comply</b>
	<p>Any amendment or change of any nature made to this RFB shall only be of force and effect if it is in writing by the Departments designated representative as</p>	

	stipulated in this document.	
<b>7.23</b>	<b>CHANGES TO WORDING OF THE ORIGINAL RFB DOCUMENT</b>	<b>Comply</b>
	Should the bidder change any wording or phrase in this document, the bid shall be evaluated as though no change has been effected and the original wording or phrasing shall be used.	
<b>7.24</b>	<b>SUB-CONTRACTING</b>	<b>Comply</b>
	<p>This bid shall be awarded to the primary bidder. No separate agreements shall be concluded with the subcontractors of the primary bidder. The primary bidder shall solely be responsible, accountable and liable for the fulfilment of the responsibilities and obligations of the contract.</p> <p>If the prime bidder is classified as a GEN organization, then the prime bidder must sub-contract 30% of services to an EME and/or QSE in a form of development partner or incubation program.</p> <p>If the prime bidder is classified as QSE/EME organization, then QSE/EME prime bidder is not compelled to sub-contract as per revised Preferential Procurement Regulations of 2017.</p>	
<b>7.25</b>	<b>AWARD PROCESS</b>	<b>Comply</b>
	<p>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.</p> <p>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.</p>	
<b>7.26</b>	<b>ENFORCEMENT OF PROVISIONS</b>	<b>Comply</b>
	Failure or neglect by either party to (at any time) enforce any of the provisions of this bid shall not, in any manner, be construed to be a waiver of any of that party's rights in that regard and in terms of this bid. Such failure or neglect shall not, in any manner, affect the continued, unaltered validity of this bid, or prejudice the right of that party to institute subsequent action.	

7.27	<b>SECURITY CLEARANCES AND NON-DISCLOSURE AGREEMENTS</b>	<b>Comply</b>
	<p>The bidder will ensure that all its resources involved in the execution of the contract will sign non-disclosure agreements before commencement of contract and shall abide thereby.</p> <p>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, during or after the contracting phase.</p>	
7.28	<b>PARTICIPATION OF OTHER DEPARTMENTS IN THIS CONTRACT</b>	<b>Comply</b>
	<p>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.</p>	
7.29	<b>INTEREST ON ACCOUNTS IN THE EVENT OF DISPUTES</b>	<b>Comply</b>
	<p>No interest shall be payable on accounts due to the successful bidder in the event of a dispute arising out of any stipulation in the contract.</p>	
7.30	<b>BIDDER'S EXPERIENCE (PRIME BIDDER)</b>	<b>Comply</b>
	<p>The bidder confirms to have experience specifically related to the required services.</p>	
7.31	<b>TRAVELLING, PARKING AND ACCOMMODATION COSTS</b>	<b>Comply</b>
	<p>The bidder accepts that in its discharging of its services, no travelling, parking and accommodation will be reimbursed by the Department. The bidder is required to ensure that all travelling, parking and accommodation costs are included in their pricing and is not costed separately. The Department will not accommodate any claims whatsoever for travelling, parking and accommodation.</p>	
7.32	<b>WORKING HOURS</b>	<b>Comply</b>
	<p>The bidder accepts that working hours is as follows:</p> <ul style="list-style-type: none"> <li>• Monday to Friday (excluding public holidays)</li> <li>• 07:30 to 17:00</li> </ul> <p>The bidder accepts that in exceptional cases, services may be rendered outside the above working hours (e.g. emergency updates and patches as well as during planned maintenance).</p>	

The bidder accepts that all required on site resources will be on site as per the department's working hours.

**7.33 AFTER HOURS WORKING** **Comply**

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, implementation of emergency updates and patches, etc.)

**7.34 RESOURCES CERTIFICATION & EXPERIENCE** **Comply**

The bidder accepts that the resources assigned to deliver services to the Department, are certified in line with the functional/technical requirements

The bidder confirms that the assigned resources meets the below minimum requirements:

Resource Title	Resource Seniority
Certified Kofax (KC & KTA) Consultant	<p>1x<b>Senior Resource</b> (min. 3yrs combined experience)</p> <p>1x<b>Intermediate Resource</b> (min. 2yrs combined experience)</p>

The Department reserves the right to request proof of such certification within specified timeframes, as part of compliance to the certification requirements.

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 bidders resources.

**7.35 FULL ASSET LIST OF SUPPLIED EQUIPMENT (IF SUPPLIED)** **Comply**

The bidder shall be required to provide a list of all equipment/artefacts supplied in an electronic format and template prescribed by the Department within 5 days of a request. The minimum Information that the bidder may be required to provide include the following:

asset serial number, asset tag number, asset name, asset warranty start and end date, exact location of the asset, etc.

7.36	<b>USE OF TELEPHONE LINES FOR PERSONAL CALLS</b>	<b>Comply</b>
	The bidder accepts that personal calls made by its resources will be for the account of the bidder.	
7.37	<b>ONSITE RESOURCES</b>	<b>Comply</b>
	All the bidder's onsite resources will be located at the DOJ&CD National Office in Momentum Building. The Department reserves the right to instruct the bidder to change its onsite resources in the event of unsatisfactory performance, within a period of 2 months.	
7.38	<b>TOOLS OF TRADE</b>	<b>Comply</b>
	The bidder shall provide its own ICT equipment for its resources assigned to the contract (e.g. desktops, laptops)	
7.39	<b>SUPPORT AND SERVICE DESK CONDITIONS</b>	<b>Comply</b>
	All service requests will be logged at the Department's ICT Service Desk. The bidder's resources will be given access to the department's service desk application where all queries logged against the application will be assigned to such resources. The Department's Service Desk application is the only source of information used to measure adherence to SLA's (e.g. response & resolution times). The bidder may be required to correspond on service requests (e.g. Call status updates) in a manner prescribed by the Department. Service requests may be registered through various engagements with the Department's ICT team (e.g. service management meetings); however, these requests must be logged at the Department's ICT Service Desk, prior to implementation.	
7.40	<b>CONTRACT SCOPE: GROWTH /REDUCTION</b>	<b>Comply</b>
	The bidder accepts that their costing includes a scope growth in the number of users to support an additional 20% at any time during the contract with no additional costs involved.	
7.41	<b>RESOURCE REPLACEMENT</b>	
	In the event that the assigned resource is unavailable for a period longer than 1 week, the bidder must ensure that a suitable replacement resource is provided.	

## SECTION 8: SPECIFICATIONS

### 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 achieved through the implementation of an effective and efficient court-based system and the provision of quality legal services to the country's citizens and the state.
- 1.2 In supporting the key mandate of the Department, Information and Communication Technology (ICT) has been identified as one of the key strategic resources and an enabler in continuously improving (modernising) service delivery to the citizens of our country.
- 1.3 To this end, 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.

### 2. BID PURPOSE AND SCOPE

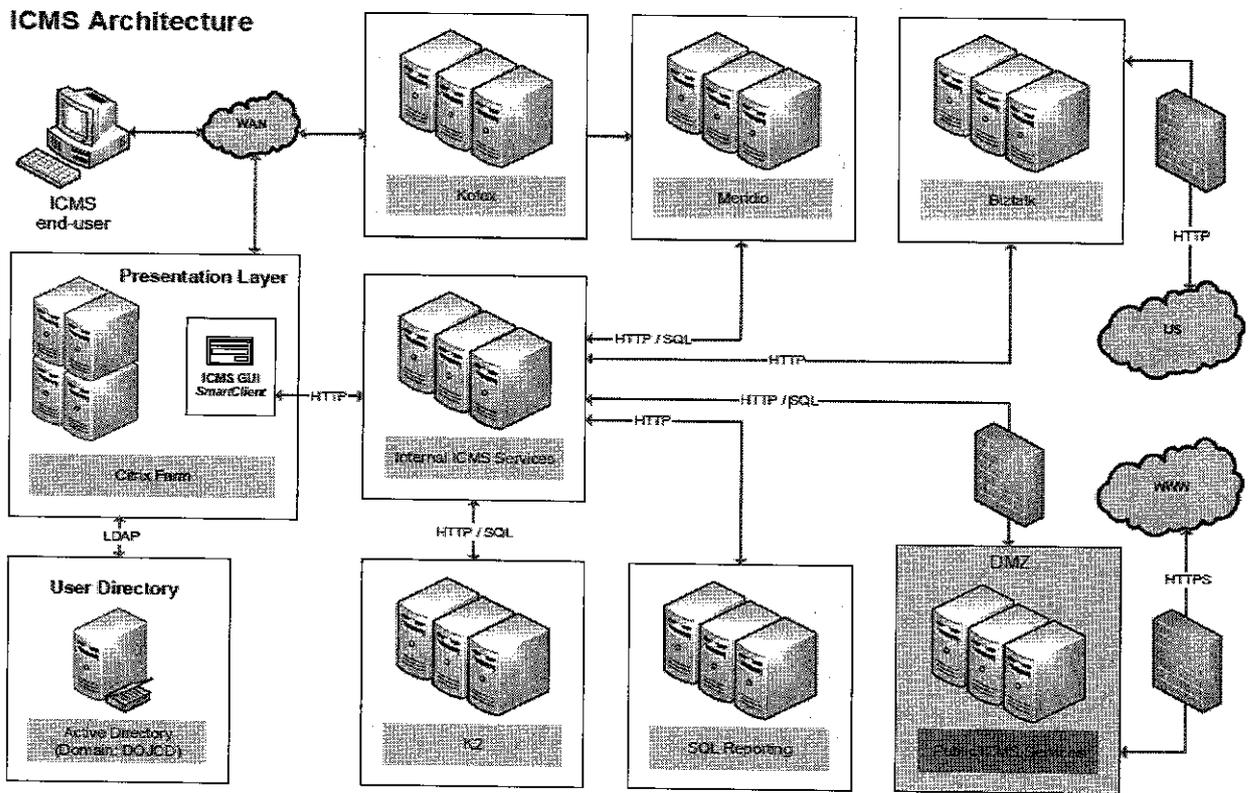
- 2.1 The purpose of this bid is to appoint a Kofax & KTA certified Bidder for the following services;
  - 2.1.1 Solution Implementation/deployment of the KTA solution country-wide
  - 2.1.2 Maintenance and Support services for the existing Kofax 10.1 & KTA environments (deployed and as the sites are being rolled out).
  - 2.1.3 Service Delivery Management Services; and
  - 2.1.4 Change Requests Services (Major Changes)
- 2.2 These services are to be provided in line with (i) the defined service level standards (ii) the Department's processes, and (iii) industry best practices.

### 3. CURRENT KOFAX SCANNING SOLUTION LANDSCAPE

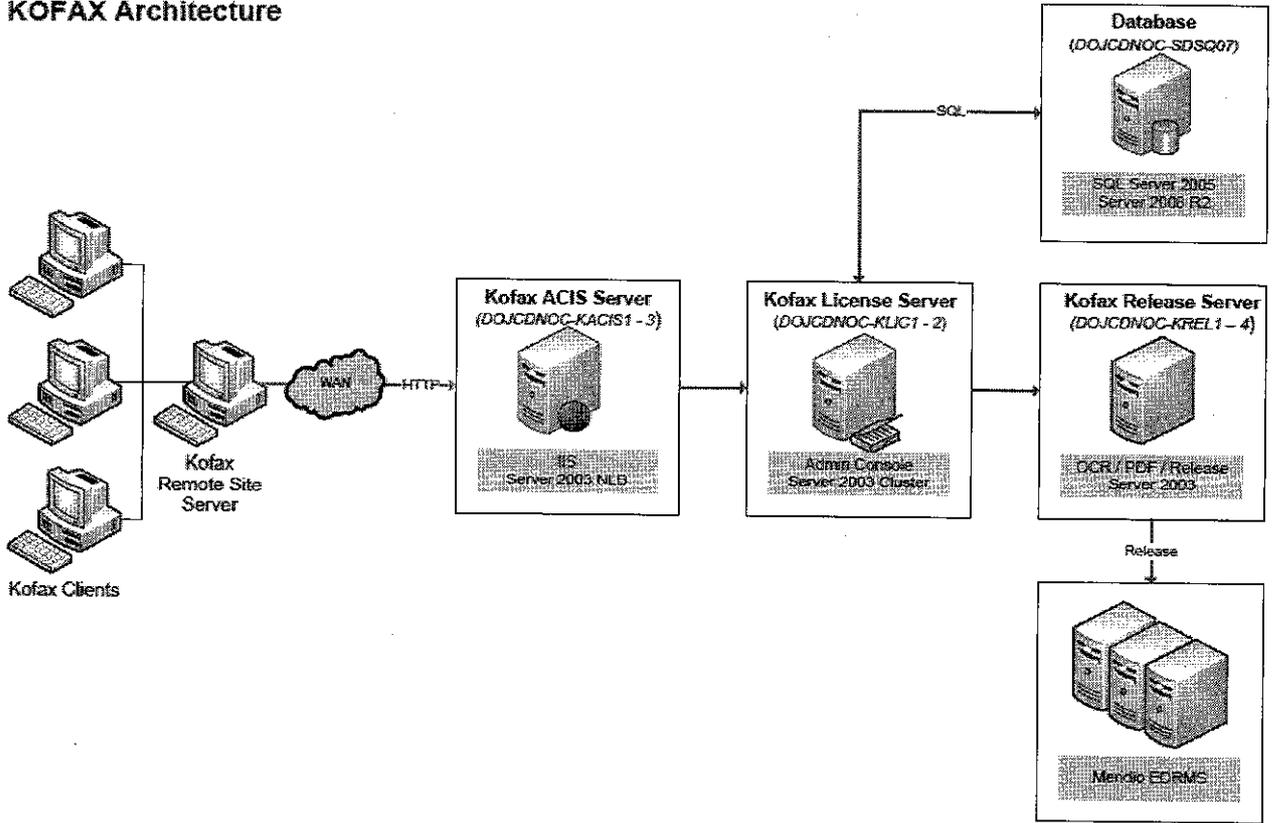
- 3.1 The table below provides detailed information for the hardware and software components as illustrated in the above current IT Scanning landscape diagram. The quantities provided are based on current data and should be used as reference by bidders in their bid response. It should be noted that these quantities may change in line with the contract scope and contract reduction requirements, as contained in this RFB.
- 3.2 DOJCD has a total of 1500 Kofax end users country-wide with approximately 40 sites in the Limpopo Region and 10 sites in the Western Cape Region recently been migrated to KTA.

3.3 The further migration of the outstanding sites is envisaged to commence in October 2019 and be completed by no later than March 2020.

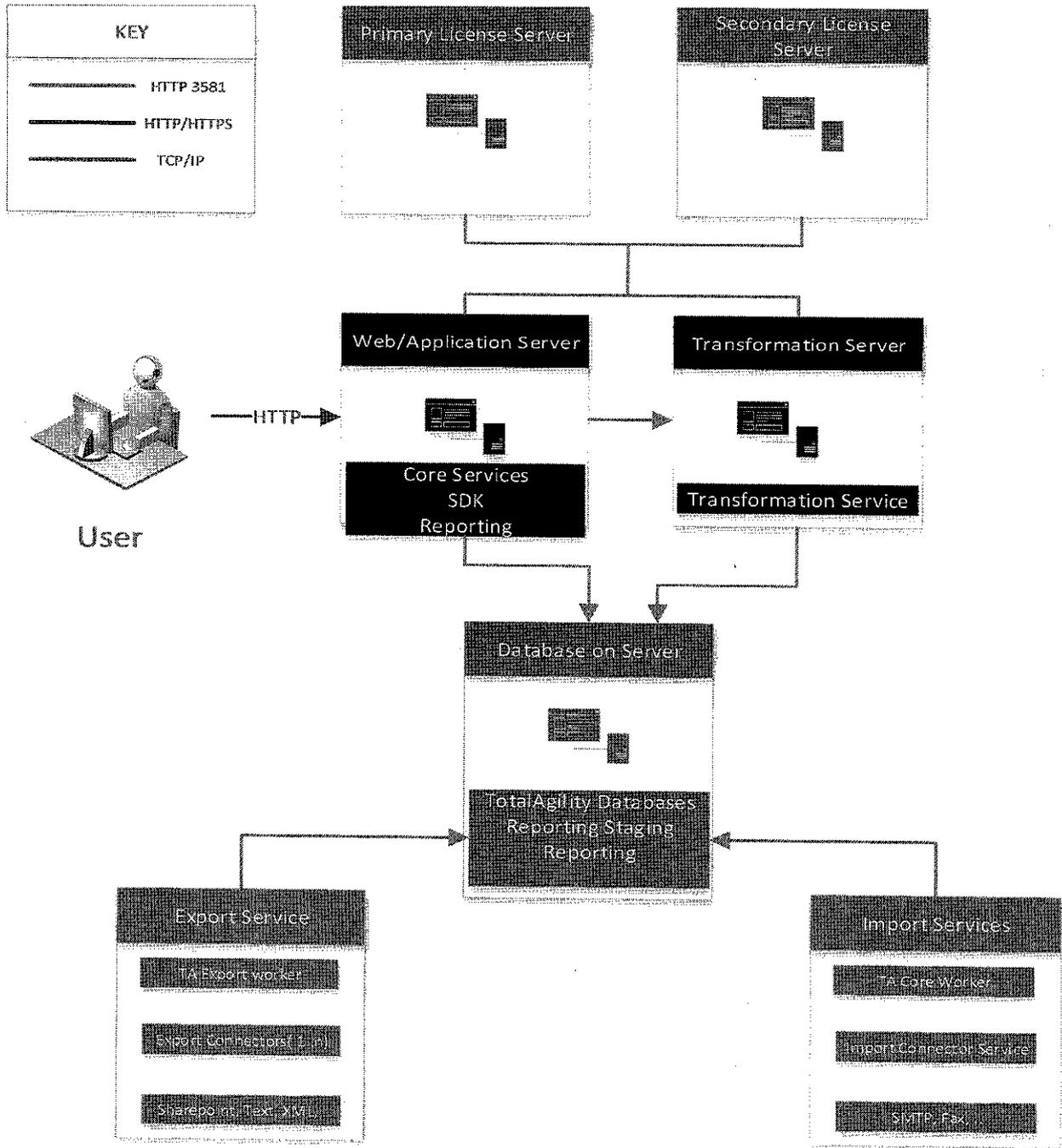
3.4 **Current ICMS Architecture & Kofax 10.1 Architecture**



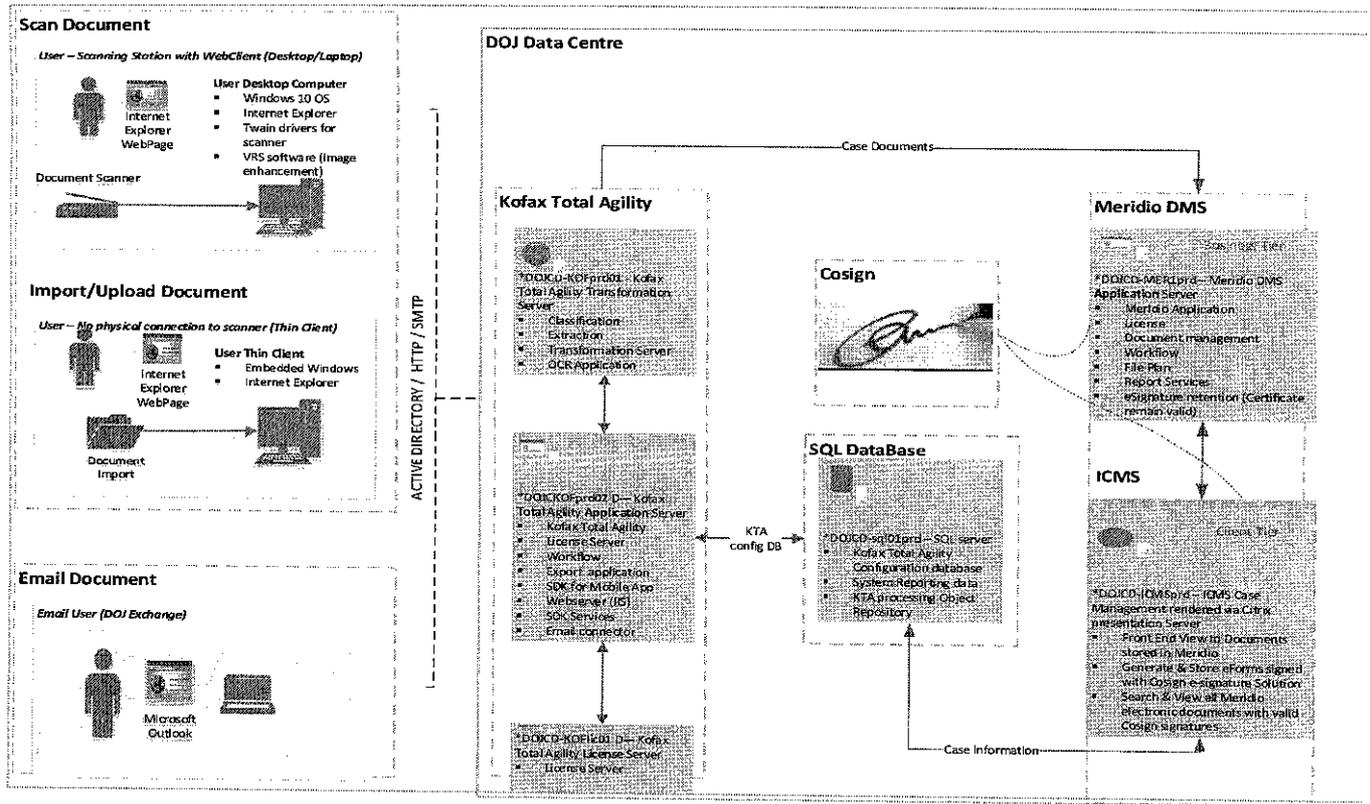
# KOFAX Architecture



### 3.5 KTA Logical Architecture



### 3.6 KTA Environment Overview



### 3.7 KTA Environment Overview

ENVIRONMENT	LOCATION	DESCRIPTION	MAKE	MODEL/VERSION	QTY
DATA CENTRE 2 – DMZ CLUSTER	HARTBEESTPORT, NORTH-WEST PROVINCE	Application Server	Kofax	10.1 / KTA	3
		Releasing Server	Kofax	10.1 / KTA	9
		Kofax Web Servers	Kofax	10.1 / KTA	13
		Database Server	Kofax	10.1 / KTA	2
		Kofax Transformation Server	Kofax	KTA	1
		Kofax Web Server	Kofax	10.1 / KTA	2
END USER COMPUTING	COUNTRY-WIDE	Accent Capture / KTA	Kofax	KTA / KC 10.1	1500
LOCAL BSDC SERVERS	COUNTRY-WIDE	End user computing (clients) software and scanner drivers	Fujitsu & Kodak	Twain Drivers;	1800
KOFAX RELATED CALLS STATISTICS	COUNTRY-WIDE	Average number of Kofax calls logged per annum (service requests)	n/a	n/a	3500 (approx.)

**4. SOLUTION IMPLEMENTATION/DEPLOYMENT SERVICES**

- 4.1 Solution Implementation/Deployment Services are required for the completion of the national deployment of the Kofax Total Agility solution of the remainder of the sites not migrated at the time when the contract starts.
- 4.2 The successful bidder are required to centrally manage and facilitate the successful deployment of the KTA solution country-wide by amongst others to grant user access to the KTA solution as and when the sites are migrated from KC to KTA.
- 4.3 The solution deployment activity must be executed in line with the Deployment Plan and Strategy. It is envisaged that all KC 10.1 sites will be fully migrated onto KTA by no later than March 2020.
- 4.4 The table below, lists the activities, minimum deliverables and associated service levels and penalties applicable to solution deployment services:

<b>Solution Implementation /Deployment Services</b>				
<b>Service</b>	<b>Activity</b>	<b>Key Deliverable</b>	<b>Target</b>	<b>Penalties</b>
<b>Solution Deployment</b>	User Registration	No. of Users Registered to transact on KTA per site	All users can transact on the go-live date for the site/s as per Project Plan.	10% of total Solution Implementation /Deployment Service costs.
	Central Management Services	Activities required for the sites to go-live are executed	As per Project Plan.	

**Table 1: Solution Deployment Services**

**5. SOLUTION MAINTENANCE AND SUPPORT SERVICES**

- 5.1 Maintenance and Support services are required, for a duration of three (3) years.
- 5.2 The successful bidder is required to support both Kofax Capture environment as well as the Kofax Total Agility environment for the first year (Y1) of the three (3) year period as it is envisaged that all sites will be migrated to KTA as from 1 April 2020.

- 5.3 These services are required to, amongst others, ensure an acceptable level of solution availability and must be carried out in line with service level standards as set out below.
- 5.4 The Bidder shall be responsible for the provision of all maintenance and support services, for the KC & KTA that is implemented in all environments (development, staging, pre-prod and production) which amongst others, includes the following, but are not limited to:
- i. Installing, configuring and managing all Kofax work stations Infrastructure, Software and Licences.
  - ii. Ensure that batches do not remain in the capture system beyond expected time frames (7 Seconds)
  - iii. Monitor Kofax platform (servers, clients, related applications, databases servers) and making sure that all services are up and running.
  - iv. Provide daily functional and technical support (incident, problem, change and service request fulfilment) for Kofax environment.
  - v. Provide Technical Support to the Field Technicians where KC workstations needs to be re-activated or added to the KC environment.
  - vi. Release Batches generated through the KC Environment that End Users cannot perform themselves due to a technical challenge that occurred.
  - vii. Ensure the deployment of Kofax Software updates (Software version upgrades, patches and service packs) by recommending and implementing (when approved through the Change Management process) software updates in order to keep the software current.
  - viii. Engaging and communicating between all technical teams and all stakeholders (including ICT end-users).
  - ix. Ensure that the Departments CMDB is continually updated and relevant at any given point in time, where Kofax Scanning Software is concerned. This will include, amongst others, the capturing and continuous updating of Kofax Scanning Software configuration items in the Departments CMDB (e.g. users assigned scanning software licences, scanning software licence versions, computer names of users, assignment and removal of scanning software licences, scanning software licences baseline updates, etc.).
  - x. Continuously monitor the utilisation of the scanning software licences (Licence Management). This will entail producing frequent reports and providing recommendations on the scanning software licences utilisation.
  - xi. Provide capacity planning information and project future utilization requirements based on historical data.

- xii. Ensure that the solution in use performs at the required 7 second maximum screen transition measure.
- xiii. Ability to design, configure and generate predefined operational and statistical reports and must, amongst others, provide for the following:
  - a. Reports in order to measure the utilisation of the solution.
  - b. Reports in order to measure the performance of the solution.
  - c. Reports in order to measure the user performance.
  - d. Reports Generation - the reporting must be implemented in such a manner that they do not hamper the performance of the system, when generated.
  - e. Reports Format - the reports must allow for the export of data into other file formats, for reporting presentation options e.g. MS Excel, PDF.
  - f. Proactively and reactively managing the utilisation and allocation of all Kofax related software licenses (Kofax infrastructure and ICT end-users).
  - g. Monitoring and reporting on all Kofax related software licences (Kofax infrastructure and ICT end-users) and informing the Department on the utilization of software licenses once a specific threshold is reached.

5.4.1 The minimum requirements for the Maintenance and Support services and associated service level standards, are stipulated in the table below:

Solution Maintenance and Support Services					
SLA Type	Description	Mean Time To Respond	Mean Time To Resolve	Targets	Penalty
Kofax Maintenance and Support services	Incidents: Break-fix (day-to-day related incidents)	1 hour	8 hours	<u>MTT Respond:</u> Response Target = 98%  <u>MTT Repair:</u> Resolution Target = 98%	10% of the monthly Kofax Maintenance and Support cost.
	Incidents: Break-fix (threats and security breaches related)	1 hour	4 hours	<u>MTT Respond:</u> Response Target = 98%  <u>MTT Repair:</u> Resolution Target = 98%	10% of the monthly Kofax Maintenance and Support cost.

**Solution Maintenance and Support Services**

SLA Type	Description	Mean Time To Respond	Mean Time To Resolve	Targets	Penalty
	Access Management (User creation ,Password reset, Role Change and user Termination, Re-activation of users accounts that were locked out )	01Hr	8Hrs	<u>MTT Respond:</u> Response Target = 95% of incidents should be responded to in 1 hour  <u>MTT Repair:</u> Resolution Target = 98% of incidents should be resolved in 8 hours	10% of the Monthly Maintenance and Support Services cost.
	Incidents: Call resolution quality (includes day-to-day incidents,)	n/a	n/a	98% of all incidents not re-opened after resolution (including incidents related to a problem).	10% of the monthly Kofax Maintenance and Support cost.
	Service requests: Call resolution quality	n/a	n/a	98% of all service requests not re-opened after resolution.	10% of the monthly Kofax Maintenance and Support cost.
	Pending Calls	N/A	40 Business Hours	Pended calls do not exceed 10% of weekly calls volume	10% of monthly Maintenance and Support Services costs
	Problem Management and Major	1 hour	40 hours	100% of all Root Cause Analysis reports provided	10% of the monthly Kofax Maintenance and

**Solution Maintenance and Support Services**

SLA Type	Description	Mean Time To Respond	Mean Time To Resolve	Targets	Penalty
	Kofax Incidents: Root Cause Analysis Report (includes problems and major incidents arising out of day-to-day incidents,)			within 5 days of major incidents and/ or problem resolution.	Support cost.
	Problem Management and Major Kofax Incidents: Root Cause Analysis recommendation implementation (includes problems and major incidents arising out of day-to-day incidents,)	n/a	n/a	100% of all Root Cause Analysis approved recommendations implemented within agreed timeframes.	10% of the monthly Kofax Maintenance and Support cost.
	Patch implementation management	n/a	n/a	98% of all approved patches implemented within approved timeframes.	10% of the monthly Kofax Maintenance and Support cost.

**Solution Maintenance and Support Services**

SLA Type	Description	Mean Time To Respond	Mean Time To Resolve	Targets	Penalty
	Installing and configuring all Kofax Infrastructure, Software and Licences	n/a	As per agreed timeframes	100% of all installations and configurations completed as per agreed timeframes.	10% of the monthly Kofax Maintenance and Support cost.
	Availability	n/a	n/a	98% infrastructure uptime.	10% of the monthly Kofax Maintenance and Support cost.
	Performance Management: Overall performance management.	n/a	daily, weekly, monthly, annually	100% of all performance management reports (including analysis and recommendations) provided within agreed to timeframes.	10% of the monthly Kofax Maintenance and Support cost.
	Application Performance Monitoring	n/a	daily, weekly, monthly, annually	98% of solution response time must be 7 seconds per transaction	10% of the monthly Kofax Maintenance and Support cost.
	Security Management	n/a		100% compliance to the lockout of user accounts where there has been no activity for more than 30 days	15% of the monthly Kofax Maintenance and Support cost
	Reporting	n/a	daily, weekly,	100% of all reports provided within	10% of the monthly Kofax

Solution Maintenance and Support Services					
SLA Type	Description	Mean Time To Respond	Mean Time To Resolve	Targets	Penalty
	(Non-Monthly)		monthly, annually Ad-hoc	agreed timeframes.	Maintenance and Support cost.
	Reporting (Monthly)	n/a	Monthly	100% compliance in the submission of A report submitted by the 10 <sup>th</sup> of the month on the following; (a) Database Availability (b) Logfiles (c) changes to Database/software (d) Administrator/ s Activities (e ) Backup Integrity (f) Monthly capacity and Usage Report (g) Security Report (h)	
	Security Management (User Access)	N/A	N/A	100% Compliance to the submission of a report submitted by the 5 <sup>th</sup> of the month containing the following:  (a) Active	15% of the monthly Kofax Maintenance and Support cost

**Solution Maintenance and Support Services**

SLA Type	Description	Mean Time To Respond	Mean Time To Resolve	Targets	Penalty
				Users (b) Users De-activated (c) Change to User Details (d) Dormant Users (users locked out)	
	Departmental Change and Release Management – Process Adherence	N/A	N/A	100% adherence to the Department's Change and Release Management processes.	10% of the monthly Kofax Maintenance and Support cost.
	Capacity Management (e.g. server processing, storage, etc.) and Software License Management	N/A	N/A	Department to be notified within 2 days when capacity (e.g. hosting server processing, storage, etc.) and software licenses reach 60% of ceiling limit.	15% of the monthly Kofax Maintenance and Support cost
	Overall processes, procedures and documentation – central repository	n/a	5 days after document sign-off	100% of all processes, procedures and documentation stored in the Department's documentation repository.	10% of the monthly Kofax Maintenance and Support cost.

Solution Maintenance and Support Services					
SLA Type	Description	Mean Time To Respond	Mean Time To Resolve	Targets	Penalty
	Other Architectural Designs (e.g. infrastructure and business applications) – review of Kofax aspects only.	n/a	n/a	As per agreed timelines.	10% of the monthly Kofax Maintenance and Support cost.
	Development (Coding and Configuration including Generation of MIS Reports)		Signed-off Test Results (Unit Testing)	As per agreed timelines.	10% of the monthly Kofax Maintenance and Support cost.
	Configuration Management Database (CMDB)- Update	n/a	n/a	100% CMDB updated within 3 working days of every service that requires a CMDB update.	5% of the monthly Kofax Maintenance and Support cost.
	Configuration Management Database (CMDB)- Accuracy	n/a	n/a	100% CMDB accuracy (measured by random sampling)	5% of the monthly Kofax Maintenance and Support cost.

**Table 2: Solution Maintenance and Support Services**

## 5.5 Service Delivery Management

5.5.1 The Bidder's Service Delivery Manager will, amongst others, manage all deliverables to be implemented by the Bidder, including managing interfaces with other stakeholders, in order to ensure smooth operations of the implemented solution. The minimum requirements for Service Delivery Management services are the following:

- 5.5.2 Dedicated Service Delivery Management Manager is required to manage the overall operations of the Kofax environment. This includes the management of, amongst others, the following services:
- 5.5.3 Service Delivery Management Reports - the bidder shall provide standard technical and executive management reports on a monthly or ad hoc basis as defined by the Department.
- 5.5.4 Service Delivery Manager assigned by the Bidder will be required to work alongside the Department's resources.
- 5.5.5 The Bidder's Service Delivery Management representative(s) may be required to be located at the Department's premises should the Department identify the need. This decision will be at the Department's discretion.
- 5.5.6 The Bidder can only change its representative(s) (as responded to in the bid) at the approval of the Department.
- 5.5.7 The Department reserves the right to instruct the bidder to change its representative(s) in the event of unsatisfactory performance, within a period of 2 months
- 5.5.8 The minimum requirements for Service Delivery Management services and associated service level standards, are stipulated in the table below:

Service Delivery Management					
SLA Type	Description	Mean Time To Respond	Mean Time To Resolve	Targets	Penalty
Service Delivery Management Services	Service Performance Review	n/a	12 Meetings per annum	100 % Attend Service monitoring review meetings	10% of the monthly Service Delivery Management tower cost.
	Overall Service Performance Improvement Plans	n/a	4 reports per annum	100% of all Performance Improvement Plans completed. Period of plans submitted to be every three (3) months.	10% of the quarterly (3 months) Service Delivery Management tower cost.
	Finance management	n/a	80 hours	100% of all invoices due	No financial penalty, however,

Service Delivery Management					
SLA Type	Description	Mean Time To Respond	Mean Time To Resolve	Targets	Penalty
	(e.g. invoices)			submitted seven (7) days after month end.	service disputes may be imposed by the Department, should this service standard not be achieved.
	Overall Reporting (executive management reports)	n/a	weekly, monthly, annually	100% of all identified Reports submitted by the 10 <sup>th</sup> of the month	10% of the monthly Service Delivery Management tower cost.
	Department's Overall Kofax Architecture – reviewing and updating	n/a	Monthly review performed.	Department's Overall Kofax Architecture continuously updated and aligned to reflect current operations on a monthly basis.	10% of the monthly Service Delivery Management tower cost.

**Table 3: Service Delivery Management Services**

## 5.6 CHANGE REQUESTS

5.6.1 Change requests for the purposes of this bid, are regarded as initiatives that will be implemented as service / change requests or enhancements into the system to achieve a specific business outcome, in a focused way. The amount included in the cost model for projects is the ceiling amount allocated by the Department for the duration of the contract and is not an amount that is payable or accrued to the successful bidder. It is therefore not guaranteed that the full amount will be utilised during the contract period.

5.7.1.1 Change Request Forms - are required for the implementation of new service requests that will need to be implemented during the contract period as part of change requests.

5.7.1.2 All Change Requests Forms must be approved by a duly designated DoJ&CD official, prior to implementation. The approval must be in line with the contractual terms and conditions.

5.7.1.3 Service Level Standards - the following service level standards in respect of Change Requests will apply.

SLA Type	Description	Mean Time To Respond	Mean Time To Resolve	Overall Target	Penalty
Change Requests	Issuing Change Requests Approvals	1 day	10 days	100% of all Change Requests issued within SLA timeframes.	5% of the value of the statement of work authorisation.
	Change Requests implementation management	n/a	As per Project Schedule	100% of all changes implemented in line with the approved Change Request	10% of the value of the Change Request.

**Table 5: Change Requests**

**5.7 CONTRACT TRANSITION-IN AND CONTRACT TRANSITION-OUT**

5.7.1 **Contract Transition-in and Contract Transition-out services**, which amongst others, include the following:

5.7.1.1 **Transitioning-In services**, which will be will be implemented for a period of one (1) month starting a week after the signing of the contract award by all parties (signing of the contract award entails the Letter of Award and not the purchase order which will be issued in due course) and includes, amongst others, the following:

- a) Providing transitioning-in services at the commencement of the contract period.
- b) Providing a detailed plan (including roles and responsibilities of the bidder, the Department) with timeframes on how transitioning-in services will be provided.
- c) Ensuring that during the transitioning-in period all tasks are implemented in line with the agreed plan between the Department and the successful bidder.
- d) Ensuring that no services are disrupted during the transitioning-in period.
- e) Working alongside the Department and the other Service Provider during this period to ensure a smooth transition of services and business continuity.

5.7.1.2 **Transitioning - Out services**, which will be will be implemented for a period of one (1) month before the end of the contract termination date and includes, amongst others, the following:

- a) Providing transitioning-out services at the 1 month before the end of the contract period.
- b) Ensuring that during the transitioning-out period all tasks are implemented in line with the agreed plan between the Department and the bidder.
- c) Ensuring that no services are disrupted during the transitioning-out period.
- d) Working alongside the Department and the other Service Provider during this period to ensure a smooth transition of services and business continuity.

<b>Contract Transition-in and Contract Transition-out</b>					
<b>SLA Type</b>	<b>Description</b>	<b>Mean Time To Respond</b>	<b>Mean Time To Resolve</b>	<b>Overall Target</b>	<b>Penalty</b>
Transitioning-In services	Provision of an updated detailed plan (including roles and responsibilities of the bidder, the Department and the other service providers)	1 day	5 days	Updated detailed plan issued within SLA timeframes.	5% of the Solution M&S services cost.
	Transitioning-in services - implementation	n/a	1 month, starting a week after the signing of the contract award by all parties. (Letter of Award)	100% of Transitioning-In services implemented in line with the approved plan.	5% of the Solution M&S services cost.
Transitioning-Out services	Provision of a detailed plan	1 day	10 days	Detailed Plan issued within SLA timeframes	5% of the Maintenance and Support services cost

Contract Transition-in and Contract Transition-out					
SLA Type	Description	Mean Time To Respond	Mean Time To Resolve	Overall Target	Penalty
	Transitioning-Out services - implementation	n/a	1 month before the end of the contract termination date	100% of Transitioning-out services implemented in line with the approved plan.	15% of the Transitioning-Out services amount.

**5.8 HUMAN RESOURCES REQUIREMENTS**

5.8.1 The bidder must ensure that, for the duration of the contract, adequate and certified resources are made available 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 overall ICT environment, Kofax environment and industry best practices.

5.8.2 The bidder must ensure that, at a minimum, the following types and quantities of resources are provided as (i) onsite on a full time basis and (ii) as and when required, as specified in the table below:

Service	Title	Resource Location	Quantity
Maintenance & Support Services	Certified Kofax (KC & KTA) Support Specialists	DOJ Momentum Building - Fulltime	1xSenior & 1xIntermediate Resources)
	Service Delivery Manager	Off-site	1xResource

5.8.3 Below are the minimum certifications & experience requirements for technical resources:

Title	Minimum Experience	Minimum Certifications
<b>Senior Kofax (KC &amp; KTA) Certified Consultant</b>	<b>3 Years' Experience</b> in implementing, supporting and maintaining <b>Kofax Capture and Kofax Total Agility</b> solutions.	<b>Kofax Capture</b> <ul style="list-style-type: none"> <li>○ Capture 11 Essentials Certification</li> <li>○ Import connector 2.0 Certification</li> </ul> <b>Kofax Total Agility</b> <ul style="list-style-type: none"> <li>○ KTA SPA Certification</li> <li>○ KTA 7 Essentials Certifications</li> </ul>
<b>Intermediate Kofax (KC &amp; KTA) Certified Consultant</b>	<b>2 Years' Experience</b> in implementing, supporting and maintaining <b>Kofax Capture and Kofax Total Agility</b> solutions.	<b>Kofax Capture</b> <ul style="list-style-type: none"> <li>○ Capture 11 Essentials Certification</li> <li>○ Import connector 2.0 Certification</li> </ul> <b>Kofax Total Agility</b> <ul style="list-style-type: none"> <li>○ KTA SPA Certification</li> <li>○ KTA 7 Essentials Certifications</li> </ul>

## **6. MAXIMUM PENALTY LIMIT AND SERVICE DISPUTES**

- 6.1 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.
- 6.2 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.
- 6.3 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.
- 6.4 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.
- 6.5 The Service Provider will not be entitled to any service credits should the service be delivered within or ahead of target timeframes.
- 6.6 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.
- 6.7 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.
- 6.8 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.
- 6.9 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.
- 6.10 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.

- 6.11 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.)
- 6.12 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.

**SECTION 9: FUNCTIONALITY**

**1. CONDITION FOR EVALUATION**

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 prequalifying conditions or mandatory requirements preceding this phase of the evaluation.

1.2 The bid will be evaluated in four (4) phases:

1.2.1 SCM Pre-qualification Criteria

1.2.2 Technical Mandatory Requirement

1.2.3 Technical Functional Criteria

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. In respect to the evaluation matrix, the prospective service bidders will be rated from 1 to 5 in that:

Score	Meaning	Explanation
1	<ul style="list-style-type: none"> <li>o No evidence</li> <li>o Non responsive</li> <li>o Very poor</li> </ul>	<p>Does not comply, no evidence / no reference / no information / no inputs</p> <p>Information provided does not meet the technical requirements</p>
2	<ul style="list-style-type: none"> <li>o Poor</li> <li>o Inadequate</li> </ul>	No satisfactory information / evidence not enough to substantiate,
3	<ul style="list-style-type: none"> <li>o Satisfactory</li> <li>o Average</li> </ul>	satisfactory and comply with at least the minimum requirements
4	<ul style="list-style-type: none"> <li>o Good</li> <li>o Fully meet and slightly requirement</li> </ul>	Exceeds the minimum requirements See Legend for individual; Questions
5	<ul style="list-style-type: none"> <li>o Significantly Exceed requirements</li> <li>o Very good / Best practice</li> </ul>	Significantly exceeds the minimum requirements See Legend for individual; Questions

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 (seventy) **70 points** in respect of functionality compliance will be regarded as non-responsive and will not be evaluated further.
- 1.6 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.).

EVALUATIONS CRITERIA – FUNCTIONALITY	RATING MATRIX						POINTS
	0	1	2	3	4	5	
OVERALL BIDDER’S EXPERIENCE - KOFAX CAPTURE & KOFAX TOTAL AGILITY PLATFORMS							35
BIDDER’S RESOURCES – CERTIFICATION AND EXPERIENCE (KC & KTA)							35
METHODOLOGY & APPROACH - SOLUTION DEPLOYMENT, MAINTENANCE AND SUPPORT SERVICES							30
<b>TOTAL</b>							<b>100</b>

**2. TECHNICAL EVALUATION FUNCTIONALITY SCORING**

- 2.1 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 e.g. reference to sections and page numbers of their bid response, etc. The Department will not provide a score for a specific item should the bidder not substantiate their response in their bid response.

- o Indicate (i) briefly explain your **experience (specifically related to these services with duration of the project)** and (ii) in which **customer organisations** you have successfully provided the above services. Your response must include:
  - Fully complete "*Annexure A - Overall Bidder Experience*" under Section 11 named ANNEXURES when responding to this this question.
  - The organisations relevant contact person and their contact details.
- o The bidder must have **minimum three (3) years** combined experience on Implementation, Maintenance and Support of the following Kofax Solutions:
  - o **Kofax Capture** – Minimum two (2) Years
  - o **Kofax Total Agility** - Minimum one (1) Year

Bidder's Experience	Points	Score	Meaning
<input type="checkbox"/> > 5 years' experience on Kofax Capture <input type="checkbox"/> 3 years or more experience on KTA	35	5	Very Good
<input type="checkbox"/> 4 year to 5 years' experience on Kofax Capture <input type="checkbox"/> 2 year to 3 years' experience on KTA	26-30	4	Good
<input type="checkbox"/> 3 years' experience on Kofax Capture <input type="checkbox"/> 1 to 2 years' experience on KTA	16-25	3	Satisfactory
<input type="checkbox"/> 1 to 2 years' experience on Kofax Capture <input type="checkbox"/> Less than 1 year experience on KTA	5 -15	2	Poor
<input type="checkbox"/> Less than 1 year' experience on Kofax Capture <input type="checkbox"/> Less than 1 year experience on KTA	0 -5	1	Very Poor

<b>Have you (the bidder) substantiated your response?</b>	<b>YES</b>	<b>NO</b>
---	------------	-----------

**Indicate the corresponding paragraph that specifically substantiates responses in your bid response.**

Fully complete *“Annexure C - Bidder Human Resources Certifications and Experience”* under Section 11 named ANNEXURES when responding to this question. Ensure all fields are populated with the relevant information. The resources should be specified per service tower.

Certification & Experience	Points	Score	Meaning
<p><b>Senior Resource</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Kofax Capture Certified &amp; KTA Certified</li> <li><input type="checkbox"/> 5 years or more combined KC &amp; KTA experience</li> </ul> <p><b>Intermediate Resource</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Kofax Capture Certified &amp; KTA Certified</li> <li><input type="checkbox"/> 3 years or more combined KC &amp; KTA experience</li> </ul>	35	5	Very Good
<p><b>Senior Resource</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Kofax Capture Certified &amp; KTA Certified</li> <li><input type="checkbox"/> 4 years combined KC &amp; KTA experience</li> </ul> <p><b>Intermediate Resource</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Kofax Capture Certified &amp; KTA Certified</li> <li><input type="checkbox"/> 2 years or more combined KC &amp; KTA experience</li> </ul>	26-30	4	Good
<p><b>Senior Resource</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Kofax Capture Certified &amp; KTA Certified</li> <li><input type="checkbox"/> 3 years or more Kofax related experience</li> </ul> <p><b>Intermediate Resource</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Kofax Capture Certified &amp; KTA Certified</li> <li><input type="checkbox"/> 2 years combined KC &amp; KTA experience</li> </ul>	16-25	3	Satisfactory

<p><b>Senior Resource</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Kofax Capture Certified&amp; KTA Certified</li> <li><input type="checkbox"/> Less than 3 years combined KC &amp; KTA experience</li> </ul> <p><b>Intermediate Resource</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Kofax Capture Certified &amp; KTA Certified</li> <li><input type="checkbox"/> Less than 2 years combined KC &amp; KTA experience</li> </ul>	5 -15	2	Poor
<p><b>Senior Resource</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Kofax Capture Certified&amp; KTA Certified</li> <li><input type="checkbox"/> Less than 2 year combined KC &amp; KTA experience</li> </ul> <p><b>Intermediate Resource</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Kofax Capture Certified &amp; KTA Certified</li> </ul> <p>Less than 1 year combined KC &amp; KTA experience</p>	0 -5	1	Very Poor
<p><b>Have you (the bidder) substantiated your response?</b></p>	YES		NO
<p><b>Indicate the corresponding paragraph that specifically substantiates responses in your bid response.</b></p>			
<p>2.1.3</p>	<p><b>SOLUTION DEPLOYMENT, MAINTENANCE AND SUPPORT SERVICES – METHODOLOGY AND APPROACH</b></p>		<p>30</p>
<p>Describe the approach and/or methodology that the bidder will employ in providing the Solution Maintenance and Functional Support services required in this engagement, with the focus on managing the dual Kofax Capture and KTA environments until KTA has been fully deployed.</p> <p>Indicate the number and seniority of the resources that will be placed for M&amp;S during the contract period.</p> <p>The bidder must also provide the <b>Transitioning In &amp;Transition-out plan and checklist</b> as part of the M&amp;S approach.</p>			
<p><b>Have you (the bidder) substantiated your response?</b></p>			
<p><b>Indicate the corresponding paragraph that specifically substantiates responses in your bid response.</b></p>		<p>YES</p> <p>NO</p>	

**SECTION 10: TOTAL COST OF OWNERSHIP PRICING SCHEDULES**

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES

Name of bidder	Bid number	Closing Date & Time
	RFB 2019 09	15 November 2019

SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED.

**PRICING SCHEDULE 1: SOLUTION IMPLEMENTATION SERVICES**

NO	SERVICE DESCRIPTION	QTY	TOTAL COST (INCL. VAT)
1	SOLUTION DEPLOYMENT PLANNING	N/A	R
2	SOLUTION DEPLOYMENT EXECUTION	N/A	R
<b>TOTAL COST FOR SOLUTION IMPLEMENTATION SERVICES</b>			R

**PRICING SCHEDULE 2: SOLUTION MAINTENANCE AND SUPPORT SERVICES**

NO	SERVICE DESCRIPTION	QTY	TOTAL COST (INCL. VAT)
1	TRANSITION IN SERVICES	1 month	R
2	SOLUTION MAINTENANCE AND SUPPORT SERVICES - YEAR 1	12 months	R
3	SOLUTION MAINTENANCE AND SUPPORT SERVICES - YEAR 2	12 months	R
4	SOLUTION MAINTENANCE AND SUPPORT SERVICES - YEAR 3	12 months	R
<b>TOTAL COST FOR MAINTENANCE &amp; SUPPORT SERVICES</b>			R

**PRICING SCHEDULE 3: OPTIONAL – CHANGE REQUESTS**

NO	SERVICE DESCRIPTION	QTY	TOTAL COST (INCL. VAT)
1	CHANGE REQUEST (30% of Solution Implementation Services Costs + Maintenance and Support costs)	N/A	R
<b>TOTAL COST FOR PROJECT SERVICES</b>		N/A	R

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

<b>TOTAL COST SUMMARY</b>		
<b>SCHEDULE NO.</b>	<b>DESCRIPTION</b>	<b>TOTAL COST (INCL VAT)</b>
SCHEDULE 1	SOLUTION IMPLEMENTATION AND SUPPORT SERVICES	R
SCHEDULE 2	SOLUTION MAINTENANCE AND SUPPORT SERVICES	R
SCHEDULE 3	CHANGE REQUEST	R
<b>GRAND TOTAL COST BID PRICE</b>		<b>R</b>

