

REQUEST FOR QUOTATION

The Department of Justice and Constitutional Development invites all interested suppliers / resellers who are accredited in terms of the SITA TRANSVERSAL CONTRACT RFB 740-2020 to submit proposals for requirements stipulated below:

DOCUMENT NUMBER:	RFQ 2021 06
RFQ ISSUE DATE:	20 OCTOBER 2021
RFQ CLOSING TIME AND DATE:	29 OCTOBER 2021 @ 11H00AM (<i>RFQ received after closing date and time will not be accepted</i>)
RFQ VALIDITY PERIOD:	120 Days (from RFQ closing date).
DESCRIPTION:	APPOINTMENT OF A SERVICE PROVIDER FOR THE PROCUREMENT OF 4000 DESKTOPS INCLUDING 5 YEARS WARRANTY
PERIOD:	1 YEAR DEPLOYMENT . 5 YEARS OEM WARRANTY
RESPONSES TO THIS RFQ MUST BE HAND DELIVERED TO:	DOJ&CD TENDER / BID BOX SITUATED AT, MOMENTUM BUILDING, 329 PRETORIUS STREET, DEPARTMENT) PRETORIA CENTRAL
ENQUIRIES:	E-Mail all enquiries to SCM@justice.gov.za

TABLE OF CONTENTS

SECTION 1: INVITATION TO PROVIDE A QUOTATION.....	3
SECTION 2 - TERMS AND CONDITIONS FOR BIDDING.....	4
SECTION 3 - SCM PRE-QUALIFICATION IN TERMS OF REVISED PPR 2017	5
SECTION 4 – SMME EMPOWERMENT THROUGH SUBCONTRACTING	6
SECTION 5 – STANDARD BIDDING DOCUMENTS	8
SECTION 6 - GENERAL CONDITIONS OF CONTRACT (GCC).....	26
SECTION 7: BIDDING REQUIREMENTS AND SPECIAL BID CONDITIONS.....	42
SECTION 8 - TECHNICAL REQUIREMENTS SPECIFICATION.....	53
1. INTRODUCTION	53
2. SCOPE OF WORK	53
3. WARRANTY	54
4. DELIVERY.....	54
5. TECHNICAL SPECIFICATIONS (MANDATORY)	54
6. SERVICE LEVEL DETERMINATION AND PENALTIES.....	56
SECTION 9 : EVALUATION CRITERIA PHASES	57
SECTION 10: PRICING – TOTAL COST OF OWNERSHIP PRICING SCHEDULES.....	58

SECTION 1 – INVITATION TO BID

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

BID NUMBER:	DOJ&CD – RFQ 2021 06	CLOSING DATE:	29 OCTOBER 2021	CLOSING TIME:	11 :00 AM
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER FOR THE PROCUREMENT OF 4000 DESKTOPS INCLUDING 5 YEARS WARRANTY				
BID RESPONSE DOCUMENTS MUST BE DEPOSITED IN THE BID BOX SITUATED AT 329 Pretorius Street, c/o Sisulu & Pretorius Street, Pretoria, 0001 (Reception / Entry Point of DOJ&CD entrance)					

BIDDING PROCEDURE ENQUIRIES MUST BE DIRECTED TO		TECHNICAL ENQUIRIES MUST BE DIRECTED TO:	
CONTACT PERSON	Supply Chain Management	CONTACT PERSON	Supply Chain Management
TELEPHONE NUMBER	N/a	TELEPHONE NUMBER	N/a
FACSIMILE NUMBER	N/a	FACSIMILE NUMBER	N/a
E-MAIL ADDRESS	SCM@Justice.gov.za	E-MAIL ADDRESS	SCM@Justice.gov.za

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] ☐ Yes ☐ No

[AN ORIGINAL OR CERTIFIED B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ AN ORIGINAL DTI SWORN AFFIDAVIT AS PRESCRIPT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
---	--	--	---

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?

☐ YES ☐ NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?

☐ YES ☐ NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?

☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

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 IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

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

DATE:

.....

SECTION 3 - SCM PRE-QUALIFICATION: BELOW MENTIONED AND ATTACHED DOCUMENTS MUST BE FULLY COMPLETED AND SUBMITTED FOR SCM PRE-QUALIFICATION

DOCUMENT THAT MUST BE SUBMITTED	NON-SUBMISSION WILL RESULT IN DISQUALIFICATION	
INVITATION TO BID – SBD 1	YES	Complete and sign the supplied pro forma document
DECLARATION OF INTEREST – SBD 4	YES	Complete and sign the supplied pro forma document
THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME – SBD 5	YES	Complete and sign the supplied pro forma document
PREFERENTIAL PROCUREMENT PREFERENCE POINTS – SBD 6.1	YES	Complete and sign the supplied pro forma document
DECLARATION OF BIDDER'S PAST SCM PRACTICES – SBD 8	YES	Complete and sign the supplied pro forma document
CERTIFICATE OF INDEPENDENT BID DETERMINATION – SBD 9	YES	Complete and sign the supplied pro forma document
ONLY SUPPLIERS ACCREDITED IN TERMS OF SITA TRANSVERSAL CONTRACT 740-2020 WILL BE CONSIDERED N.B: Bidders that do not meet the sub-contracting criteria will be eliminated from further evaluation.	YES	The prime bidder (GEN) must sub-contract a minimum of 30% of the awarded contract value to an EME or QSE as defined in the revised Preferential Procurement Regulation of 2017. 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.

SECTION 4 – SMME EMPOWERMENT THROUGH SUBCONTRACTING

1. In terms of the PPPFA read together with the revised Preferential Procurement Regulations of 2017, the Department is expected to fast-track the implementation of the regulation in order to achieve its small business empowerment objectives by encouraging skills transfer through meaningful sub-contracting or development partnership or incubator programs.
2. The prime bidder may identify and nominate one or more sub-contractor/s or development partner/s registered on the CSD.
3. Prime bidder must be willing to provide reasonable access to the nominated sub-contractor or development partner to resources and necessary training on various aspects of services that are expected to be delivered in terms of this tender.
4. Prime bidder must be able to issue the necessary competency certificate to the nominated sub-contractor / development partner at the end of the contract period.
5. Notwithstanding the sub-contracting arrangement the prime bidder remains fully accountable for the overall performance and delivery of services within the scope of this tender including the management of its sub-contracting partner.
6. The Department's (SCM) may make available the list of QSE or EME registered on the CSD, however, it is the prerogative of the prime bidder to select the subcontractor / development partner.

Details of the Nominated Subcontractor / Development Partner		
1	Name of Subcontractor	
2	Registration Number	
3	Vat registration Number	
4	Contact Person	
5	Telephone Number	
7	Email address	
8	Postal Address	
9	Physical Address	
10	Tax Registration Number	
11	BBBEE status level	
12	EME / QSE classification	

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 "SMME EMPOWERMENT THROUGH 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 state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes 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 authorized 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, 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 Employee Number / 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 solution, 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 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.

1. GENERAL CONDITIONS

- 1.1. The following preference point systems are applicable to all bids:
 - 1.1.1. The value of this bid is estimated to exceed R50 000 000 (all applicable taxes included) and therefore the 90/10, preference point system shall be applicable;
 - 1.1.2. Points for this bid shall be awarded for: Price; and B-BBEE Status Level of Contributor.
- 1.2. The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser

2. DEFINITIONS

- 2.1. **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.2. **“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;
- 2.3. **“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;

- 2.4. **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.5. **“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;
- 2.6. **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- 2.7. **“prices”** includes all applicable taxes less all unconditional discounts;
- 2.8. **“proof of B-BBEE status level of contributor”** means:
- 2.8.1. B-BBEE Status level certificate issued by an authorized body or person;
 - 2.8.2. A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 2.8.3. Any other requirement prescribed in terms of the B-BBEE Act;
- 2.9. **“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;
- 2.10. **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE: THE 90/10 PREFERENCE POINT SYSTEMS

- 3.1. A maximum of 90 / 80 points is allocated for price on the following basis: 90/10 or 80/20

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

- 3.2. Where

- 3.2.1. P_s = Points scored for price of bid under consideration
- 3.2.2. P_t = Price of bid under consideration
- 3.2.3. $P_{\min}$ = Price of lowest acceptable bid

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

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

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

5. BID DECLARATION

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

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED

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

7. SUB-CONTRACTING

- 7.1. Will any portion of the contract be sub-contracted? (*Tick applicable box*)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

7.2. If yes, indicate:

7.2.1. What percentage of the contract will be subcontracted.....%

7.2.2. The name of the sub-contractor.....

7.2.3. The B-BBEE status level of the sub-contractor.....

7.3. Whether the sub-contractor is an EME or QSE

(Tick applicable box)

EME		QSE	
-----	--	-----	--

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

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2. VAT registration number:.....

8.3. Company registration number:.....

9. TYPE OF COMPANY/ FIRM [TICK / CIRCLE APPLICABLE BOX]

9.1. Partnership/Joint Venture / Consortium	
---	--

9.2. One person business/sole propriety	
9.3. Close corporation	
9.4. Company	
9.5. (Pty) Limited	

10. DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

11. COMPANY CLASSIFICATION [*TICK APPLICABLE BOX*]

11.1. Manufacturer	
11.2. Supplier	
11.3. Professional service provider	
11.4. Other service providers, e.g. transporter, etc	

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

11.6. 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-BBEE status level of contributor indicated in certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

11.6.1. The information furnished is true and correct;

11.6.2. 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;

11.6.3. If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

a) disqualify the person from the bidding process;

- b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis,
- e) 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.

WITNESSES 1. 2.	 SIGNATURE(S) OF BIDDERS(S) DATE: ADDRESS:
--	---

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 service provider 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	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? (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). The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	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)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	No ☐

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 ☐	No ☐
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 ☐	No ☐
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).² 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)	DEPARTMENT OF JUSTICE & CONSTITUTIONAL DEVELOPMENT
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 consortium³ 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 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

SECTION 6 - GENERAL CONDITIONS OF CONTRACT (GCC)

GCC FOR GOVERNMENT PROCUREMENT : NOTES

The purpose of this document is to:

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

TABLE OF CLAUSES

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

GENERAL CONDITIONS OF CONTRACT

1. DEFINITIONS

- 1.1 The following terms shall be interpreted as indicated:
- 1.2 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.3 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.4 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.5 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.6 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.7 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.8 "Day" means calendar day.
- 1.9 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.10 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.11 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

- 1.12 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.13 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.14 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.15 "GCC" means the General Conditions of Contract.
- 1.16 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.17 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.18 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.19 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.20 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.21 "Project site," where applicable, means the place indicated in bidding documents.
- 1.22 "Purchaser" means the organization purchasing the goods.
- 1.23 "Republic" means the Republic of South Africa.

- 1.24 “SCC” means the Special Conditions of Contract.
- 1.25 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.26 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

2. APPLICATION

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. GENERAL

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za.

4. STANDARDS

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

5. USE OF CONTRACT DOCUMENTS AND INFORMATION; INSPECTION.

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. PATENT RIGHTS.

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

7. PERFORMANCE SECURITY

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

- 7.4 A bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
- 7.5 A cashier's or certified cheque
- 7.6 The performance security will be discharged by the purchaser and returned to the supplier no later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. INSPECTIONS, TESTS AND ANALYSES

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not accept with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not accept with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to accept with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when

called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do accept with the requirements of the contract .Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. PACKING

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

10. DELIVERY AND DOCUMENTS

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

11. INSURANCE

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

12. TRANSPORTATION

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

13. INCIDENTAL SERVICES

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- 13.1.1 Performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - 13.1.2 Furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - 13.1.3 Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - 13.1.4 Performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
 - 13.1.5 Training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. SPARE PARTS

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

15. WARRANTY

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

- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. PAYMENT

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

17. PRICES

- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

18. CONTRACT AMENDMENTS

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

19. ASSIGNMENT

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

20. SUBCONTRACTS

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

21. DELAYS IN THE SUPPLIER'S PERFORMANCE

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. PENALTIES

- 22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of

the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. TERMINATION FOR DEFAULT

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

23.1.1 If the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

23.1.2 If the Supplier fails to perform any other obligation(s) under the contract; or

23.1.3 If the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding ten (10) years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

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

24. ANTI-DUMPING AND COUNTERVAILING DUTIES AND RIGHTS

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

25. FORCE MAJEURE

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. TERMINATION FOR INSOLVENCY

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

27. SETTLEMENT OF DISPUTES

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

27.6 The parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

27.7 The purchaser shall pay the supplier any monies due the supplier.

28. LIMITATION OF LIABILITY

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

28.2 The supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

28.3 The aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. GOVERNING LANGUAGE

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

30. APPLICABLE LAW

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

31. NOTICES

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

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

32. TAXES AND DUTIES

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. NATIONAL INDUSTRIAL PARTICIPATION (NIP) PROGRAMME

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

34. PROHIBITION OF RESTRICTIVE PRACTICES

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

SECTION 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 “RFQ” – means Request for Quotation. In this document, RFQ 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 RFQ 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 RFQ.
- 2.3 No part of the contents may be used, copied, disclosed or conveyed in whole or in part to any party in any manner whatsoever other than for preparing a proposal in response to this Bid, without prior written permission from the DOJ&CD.
- 2.4 All copyright and Intellectual Property herein vests with DOJ&CD.
- 2.5 For purposes of this process, the term “Confidential Information” shall include all technical and business information, including, without limiting the generality of the foregoing, all secret knowledge and information (including any and all financial, commercial, market, technical, functional and scientific information, and information relating to a party’s strategic objectives and planning and its past, present and future research and development), technical, functional and scientific requirements and

specifications, data concerning business relationships, demonstrations, processes, machinery, know-how, architectural information, information contained in a party's software and associated material and documentation, plans, designs and drawings and all material of whatever description, whether subject to or protected by copyright, patent or trademark, registered or un-registered, or otherwise disclosed or communicated before or after the date of this process.

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

3. BID / RFQ 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 RFQ 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 RFQ 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 RFQ and the stipulations in any other document attached hereto, or the RFQ submitted hereto, the relevant stipulations in this RFQ shall take precedence.
- 5.2 Where this RFQ 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 RFQ. 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 RFQ document, please refer queries, in writing to the e-mail address below. Please ensure that the RFQ number is stipulated in the subject line of your e-mail.

E-mail address
SCM@justice.gov.za

- 6.2 Under any circumstances no employee(s) within DOJ&CD must be approached for any information. Any queries should be specifically directed to the email address above.
- 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. SPECIAL CONDITIONS OF CONTRACT (SCC) / MANDATORY

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.

Bidders are required to **EXPLICITLY MARK “COMPLY** on each and every Mandatory requirement and provide local content percentage on each item. Bidders can engage Department of Trade and Industry for assistance in terms of allocation of %. Failure to do so will be taken as a **"DO NOT COMPLY"**.

Bidders must **SUBSTANTIATE/MOTIVATE** where required. Failure to do so will be taken as a **"DO NOT COMPLY"**.

Please note: If a bidder does not comply fully with each of the mandatory requirements, it shall be disqualified. Where the Department requires a bidder to substantiate a response and a bidder fails to do so, it shall be regarded as mandatory non-performance/non-compliance and the bid will be disqualified

Where a requirement requires a bidder to provide substantiation / proof, the bidder shall provide such accordingly. If a bidder does not comply fully with each of the mandatory requirements, it shall be regarded as mandatory non-performance/non-compliance and the bid SHALL be disqualified

7.1	SITA ACCREDITATION	Comply
	Only bidders accredited by SITA as a preferred supplier on SITA RFB 740-2020 (i.e. listed on SITA website) should respond.	
7.2	ACCEPTANCE OF ALL CONDITIONS IN ALL THE SECTIONS OF THE RFQ DOCUMENT	Comply
	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.	

7.3	FULLY COSTED HARDWARE & PRICING SCHEDULE	Comply
	The bidder confirms that their bid response is an all-inclusive response that will fully meet all requirements, and that will achieve all the purposes, as set out in this document. The bidder is aware and accepts that the price schedule provides for composite pricing and does not contain detailed costing elements but confirms that all hardware required to meet all the requirements of the service have been included in the bid price. The bidder must fully complete all pricing schedules as per the pricing schedules. The Department reserves the right to award optional items if it is indicated on the pricing schedule.	
7.4	PENALTIES	Comply
	If a bidder fails to provide any or all of the goods and/or service(s) within the agreed timeframes, the Department has the right, without prejudice to apply 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. The bidder will not be entitled to any credits should the service be delivered within or ahead of target timeframes. No penalties will be imposed against the bidder in instances where due dates are not met as a result of goods and/or services that fall outside the scope of the contract with the bidder. The enforcement of a penalty does not exempt the bidder from resolving a problem nor does it stop the repetitive levying of the penalty at the stipulated percentage value of a particular service level. The penalty shall be enforced for subsequent periods of non-performance until resolved. 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 the goods and/or 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 goods and/or service dispute. The Department reserves the right to deduct any penalty amount due, from the next invoice, irrespective of the goods and/or service to which the penalty applies to. 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.).	
7.5	FIRM PRICING	Comply
	The bidder confirms that all pricing is firm and that no price adjustments (e.g. CPI, ROE, etc.) will be applicable or claimed during the contract period.	
7.6	COSTS INCURRED IN PREPARATION OF RFQ RESPONSES	Comply
	The DOJ&CD shall not be liable for any costs incurred by the bidder in the preparation of response to this RFQ. 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.	
7.7	RSA LEGAL ENTITY	Comply
	The prime bidder must be a registered business entity that has its full time operations and capability in South Africa.	
7.8	CLARIFICATION REGARDING RFQ AFTER CLOSING DATE	Comply
	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.	

7.9	RIGHT TO CANCEL OR REJECT	Comply
	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.	
7.10	LIMITATION OF LIABILITY	Comply
	The aggregate liability of the bidder to the Department, whether under the contract, in tort 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.	
7.11	PRECEDENCE OF DOCUMENTS	Comply
	The following order of precedence of documents will apply in concluding the contract and/or SLA: 1. The RFQ (this document), 2. Letter of Award 3. The Service Level Agreement (SLA), 4. The Bidder's response In case of a conflict between the above documents, the conditions of the RFQ document will prevail followed by the SLA (agreed position between the parties) and thereafter the Bidder's response.	
7.12	BIDDER'S OWN CONDITIONS	Comply
	Bidders must not qualify the bid with their own conditions. Caution: If the bidder does not specifically withdraw its own conditions when requested by the Department, the bid response will be disqualified.	
7.13	FORMAL CONTRACT	Comply
	The bidder accepts that any offer and/or acceptance entered into will only considered valid and binding if reduced in writing. The bidder accepts that any verbal agreement will not constitute a valid contract.	
7.14	DISCRETION TO EXTEND THE VALIDITY PERIOD	Comply

	The DOJ&CD may request for an extension of the validity period. When called upon to extend the validity period, the bidder must respond within the required time-frames and in writing.	
7.15	WITHDRAWAL OF RFQS BEFORE VALIDITY EXPIRY	Comply
	Should the bidder withdraw their proposal before the proposal validity expiry date, DOJ&CD reserves the right to recover any additional expenses incurred by DOJ&CD in having to accept any less favorable proposal and/or the additional expenditure incurred by DOJ&CD in the preparation of a new RFQ and by the subsequent acceptance of any less favorable proposal.	
7.16	AMENDMENTS TO THIS RFQ	Comply
	Any amendment or change of any nature made to this RFQ shall only be of force and effect if it is in writing by the Departments designated representative as stipulated in this document.	
7.17	CHANGES TO WORDING OF THE ORIGINAL RFQ DOCUMENT	Comply
	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.	
7.18	SUB-CONTRACTING	Comply
	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.	
7.19	LETTER OF AWARD	Comply
	The acceptance of the Letter of Award represents the formal contractual commitment from the Department and execution of the contract shall start from this date.	

7.20	RIGHT TO AWARD	Comply
	The bid may be awarded on discretion of the Department to different bidders or certain parts of the bid may be awarded. The Department reserves the right not to award the bid or award parts of the bid.	
7.21	ENFORCEMENT OF PROVISIONS	Comply
	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.	
7.22	SECURITY CLEARANCES AND NON-DISCLOSURE AGREEMENTS	Comply
	The bidder will ensure that all its resources involved in the execution of the contract (e.g. OEM onsite support) will sign non-disclosure agreements as and when required.	
7.23	INTEREST ON ACCOUNTS IN THE EVENT OF DISPUTES	Comply
	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.	
7.24	ASSET MANAGEMENT	Comply
	Bidder to ensure that the Asset information (serial number, DOJ asset tag, etc.) is etched into the BIOS for ease of management	
7.25	REFERENCES	Comply
	The DOJ&CD reserves the right to contact any references and/or OEM to verify the claimed information.	

7.26	DELIVERY	Comply
	The bidder accepts that all equipment is to be delivered to all identified Departmental offices across the country, with the first batch delivery to take place within a period of 6-8 weeks from accepting Letter of Award (LoA). The bidder accepts that the LoA in respect of bids is an official contracting instrument from the Department, and as such enables the commencement or execution of the contract.	
7.27	SERVICE LEVEL STANDARDS	Comply
	The bidder accepts that the service level standards as stipulated in this bid document, are minimum service levels. The bidder further accept that a formal SLA will be concluded within a period of 90 days.	
7.28	TRAVELLING, PARKING AND ACCOMMODATION COSTS	Comply
	The bidder accepts that in its discharging of its services, no travelling, parking and accommodation will be reimbursed by the Department. The Department will not accommodate any claims whatsoever for travelling, parking and accommodation.	
7.29	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, disaster recovery, etc.)	
7.30	OEM SUPPORT - RESOURCES CERTIFICATION	Comply
	The bidder accepts that the resources assigned to deliver services (e.g. OEM support) to the Department, is duly certified. The bidder accepts that where specific certification is required (e.g. for OEM warranty purposes), that such resources will be certified accordingly. The Department reserves the right to request proof of such certification within specified timeframes.	

SECTION 8 - TECHNICAL REQUIREMENTS SPECIFICATION

1. INTRODUCTION

- 1.1 The vision of the DOJ&CD is to provide an accessible justice system that promotes the Constitutional values; and its mission is to provide transparent, responsive and accountable justice services to all. In support hereof, DOJ&CD has identified the modernization of ICT as one of its strategic enablers to improve service delivery. This includes decreasing the cost of services, improving service efficiency and monitoring service processing through the modernization of Justice IT infrastructure and systems.
- 1.2 As part of the continuous improvement of the DOJ&CD IT environment, a computer refresh cycle of 5 years had been implemented. Based on this, a number of Desktop computers in the Department became out of warranty and obsolete, and thus need to be replaced.
- 1.3 The Department therefor seeks to appoint a service provider for the supply and delivery of Desktop computers through the SITA transversal contract RFB740-2020, for the provision of services as detailed in the specification.

2. SCOPE OF WORK

- 2.1. The successful bidder is expected to provide a total of 400 Desktop computers including 5 years OEM warranty (from date of delivery) to the various sites across the country.
- 2.2. Ensure that all Desktop computers are asset tagged before dispatching and provide a report to the Department, to update the Departmental Asset and Configuration Database (CMDB).
- 2.3. Ensure that all new devices BIOS are updated with DOJ&CD Asset information as provided.
- 2.4. Deliver the Desktop computers to different DOJ&CD sites nationally (the list of sites will be made available to the winning bidder, and can be adjusted at the discretion of the Department).
- 2.5. Project Duration – all deployment is to be finalized within a period of one (1) year from date of Letter of Award. The first batch (1/3rd) of the Desktops are expected to be delivered within a period of 6- 8 weeks from date of Letter of Award.

3. WARRANTY

3.1. Warranty should include the following services:

- 3.1.1. Replacement/ Swop out. In the event that any hardware component of the Desktop computer malfunctions and requires to be repaired, the bidder must, amongst others, provide for the replacement unit of a similar specification within 8 business hours after call is logged.
- 3.1.2. The bidder must attach (as part of the bid response) a warranty schedule indicating all benefits and value that the Department will derive and outline how hardware warranty will be administered including distribution plan.
- 3.1.3. Within 30 days of paying the warranty to the OEM, the service provider must provide the Department with proof of payment and certification confirming the 5 year warranty with the OEM.

4. DELIVERY

- 4.1. The bidder will be required to source and deliver the Desktops of the first phase (1/3rd) within 6 – 8 weeks from date of Letter of Award.
- 4.2. Desktops which are dead on arrival (DoA) must be collected and replaced within 3 working days.

5. TECHNICAL SPECIFICATIONS (MANDATORY)

- 5.1. The Department has standardized on the following brands of Desktops, and bidders are requested to provide quotes based on these brands:
 - 5.1.1. Acer
 - 5.1.2. Dell
 - 5.1.3. HP
 - 5.1.4. Lenovo
 - 5.1.5. Mecer
- 5.2. Therefor, ONLY proposals based on these brands shall be evaluated and accepted.
- 5.3. Implementation of the contract will be governed using the Departments governance Framework.
- 5.4. A service provider shall not be appointed to provide a service for which they are not accredited as per SITA engagement model.

5.5. The following Desktop requirements are mandatory, and bidders are to indicate compliance with the below by ticking on the comply box. Bidders who does not comply fully with each of this mandatory requirement, shall be regarded as non-compliant and the bid SHALL be disqualified.

Feature	Description	Comply
Form Factor	Tower/ All-in-one	
Processor	Intel Core i7 (Gen 9 or latest)	
Memory	8GB DDR4	
Hard Drive	500GB (SSD)	
Optical Drive	Optical Drive read and write 24x or above	
Display Monitor	18,5" – 19,5" tower 23" - AIO	
Audio	Integrated Sterio Microphone array Headphone jack Line out jack	
Networking	Gigabit Network, Must have WiFi, WLAN	
Keyboard, Optical Mouse & Docking Station	USB Keyboard USB Optical Mouse Compatible Docking Station with networking, external monitor connectivity (HDMI & VGA) 4 x USB ports	
Warranty	OEM 5 year 24 x 7, next business day onsite	
Software	DOJ&CD Image to be provided and installed prior to delivery	
Ports	USB 3.0 and above Quantity as per motherboard Location: Minimum one port in front and two in back	
Locks	Cable Lock	
Operating System	Windows 10 Enterprise (as per DOJ software image)	
Peripherals	2 MP full HD Webcam High performance stereo Speakers Microsoft Certified USB Headphones, with integrated mic.	
Power	Y-type power cable/ adaptor	

6. SERVICE LEVEL DETERMINATION AND PENALTIES

6.1. The table below stipulates the service levels, targets and penalties that will apply.

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

SECTION 9. EVALUATION CRITERIA

1. EVALUATION CRITERIA PHASES

- 1.1. In order to ensure meaningful participation and effective comparison, bidders are requested to furnish detailed information in substantiation of compliance to the evaluation criteria
- 1.2. The bid will be evaluated on a 3 dimensional approach:
- 1.2.1. Stage 1: SCM Pre-qualification
 - 1.2.2. Stage 2: Technical Mandatory questions
 - 1.2.3. Stage 3: Price and B-BBEE Evaluation
- 1.3. The evaluation of the bid shall be based on the 80/20 reference points system as per PPPFA.
- 1.4. The breakdown of points is as follows:

Price points	90 / 80
B-BBEE status level contribution	10 / 20
Total	100 points

- 1.5. All prices must be VAT inclusive and must be quoted in South African Rand (ZAR).

SECTION 10 : PRICING – TOTAL COST OF OWNERSHIP PRICING SCHEDULES

KEY COMMERCIAL NOTES:

- ONLY FIRM PRICES WILL BE ACCEPTED. FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED.
- OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.
- BIDDERS CAN CHOOSE BRAND THEY ARE RESPONDING TOO AND COMPLETE TOTAL COST OF OWNERSHIP SUMMARY OF COST BREAKDOWN

Name of bidder	Bid number	Closing Time 11:00 on

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.

ACER			
TOTAL COST OF OWNERSHIP SUMMARY OF COST BREAKDOWN			
ITEM DESCRIPTION	QUANTITY	UNIT PRICE INCLUDING VAT	TOTAL PRICE INCLUDING VAT
Desktop Computer	4000		
5 YEARS WARRANTY	4000		
Delivery			
Project Management			
GRAND TOTAL COST BID PRICE (INCLUDING 5 YEARS WARRANTY)			R

Required by:	
At:	

Brand and model				
Country of origin				
Does offer FULLY comply with specification?	Yes		No	
Period required for delivery				

AND / OR

DELL			
TOTAL COST OF OWNERSHIP SUMMARY OF COST BREAKDOWN			
ITEM DESCRIPTION	QUANTITY	UNIT PRICE INCLUDING VAT	TOTAL PRICE INCLUDING VAT
Desktop Computer	4000		
5 YEARS WARRANTY	4000		
Delivery			
Project Management			
GRAND TOTAL COST BID PRICE (INCLUDING 5 YEARS WARRANTY)			R
Required by:			
At:			
Brand and model			
Country of origin			
Does offer FULLY comply with specification?	Yes		No
Period required for delivery			

AND / OR

HP				
TOTAL COST OF OWNERSHIP SUMMARY OF COST BREAKDOWN				
ITEM DESCRIPTION	QUANTITY	UNIT PRICE INCLUDING VAT	TOTAL PRICE INCLUDING VAT	
Desktop Computer	4000			
5 YEARS WARRANTY	4000			
Delivery				
Project Management				
GRAND TOTAL COST BID PRICE (INCLUDING 5 YEARS WARRANTY)			R	
Required by:				
At:				
Brand and model				
Country of origin				
Does offer FULLY comply with specification?		Yes		No
Period required for delivery				

AND / OR

LENOVO

TOTAL COST OF OWNERSHIP SUMMARY OF COST BREAKDOWN

ITEM DESCRIPTION	QUANTITY	UNIT PRICE INCLUDING VAT	TOTAL PRICE INCLUDING VAT
Desktop Computer	4000		
5 YEARS WARRANTY	4000		
Delivery			
Project Management			
GRAND TOTAL COST BID PRICE (INCLUDING 5 YEARS WARRANTY)			R
Required by:			
At:			
Brand and model			
Country of origin			
Does offer FULLY comply with specification?	Yes		No
Period required for delivery			

AND / OR

MECER				
TOTAL COST OF OWNERSHIP SUMMARY OF COST BREAKDOWN				
ITEM DESCRIPTION	QUANTITY	UNIT PRICE INCLUDING VAT	TOTAL PRICE INCLUDING VAT	
Desktop Computer	4000			
5 YEARS WARRANTY	4000			
Delivery				
Project Management				
GRAND TOTAL COST BID PRICE (INCLUDING 5 YEARS WARRANTY)			R	
Required by:				
At:				
Brand and model				
Country of origin				
Does offer FULLY comply with specification?		Yes		No
Period required for delivery				