



the doj & cd

Department:
Justice and Constitutional Development
REPUBLIC OF SOUTH AFRICA

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:

TECHNICAL AND PRICING REQUIREMENTS

REQUEST DATE:	29 OCTOBER 2026						
RFQ NUMBER:	RFQ 03 2026– SITA RFB 740 2020						
DESCRIPTION OF GOODS/SERVICES:	REQUEST FOR SERVICE PROVIDER TO SUBMIT QUOTATIONS FOR THE PROCUREMENT OF 75 ICMS SCANNERS INCLUDING 5 YEAR WARRANTY						
CLOSING DATE:	19 NOVEMBER 2026 @ 11:00 am (RFQs proposals/offers received after closing date and time as stipulated will not be accepted)						
PROVINCES BIDDING FOR AS PER YOUR ACCREDITATION ON SITA RFB 740 TRANSVERSAL CONTRACT: (Indicate by a tick)	<table border="1"><tr><td>MPUMALANGA</td><td></td></tr><tr><td>NORTERN CAPE</td><td></td></tr><tr><td>KWA-ZULU NATAL</td><td></td></tr></table>	MPUMALANGA		NORTERN CAPE		KWA-ZULU NATAL	
MPUMALANGA							
NORTERN CAPE							
KWA-ZULU NATAL							
RFQ VALIDITY PERIOD:	120 Days (from RFQ closing date).						
TECHNICAL & BIDDING ENQUIRIES MUST BE FORWARDED TO:	Sourcing@Justice.gov.za Deadline for Questions: 06 NOVEMBER 2026 DOJ&CD Responses: 11 NOVEMBER 2026						
RESPONSES TO THIS RFQ MUST BE UPLOADED ON:	NATIONAL TREASURY E-TENDER PORTAL: www.etenders.gov.za NB: Bid responses, along with all required supporting mandatory documents, must be uploaded to the National Treasury eTender portal under this tender. Submissions via email or hand delivery will not be accepted.						

Doj&cd requests your quotation on the goods and/or services listed hereunder and/or on the available RFQ forms. Please furnish all information as requested and return your quotation on or before the date stipulated. Late and incomplete / missing documentations will invalidate the quotation submitted. Doj&cd is not obliged to accept the lowest or any submission received. Doj&cd reserves the right to accept the whole or any portion of a quotation.

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

Table 1: Supplier Information

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF JUSTICE AND CONSTITUTIONAL DEVELOPMENT					
BID NUMBER:	RFQ 26 2026 - SITA RFB 740/2020	CLOSING DATE:	19 NOVEMBER 2026	CLOSING TIME:	11:00 am
DESCRIPTION	REQUEST FOR SERVICE PROVIDER TO SUBMIT QUOTATIONS FOR THE PROCUREMENT OF 75 ICMS SCANNERS INCLUDING 5 YEAR WARRANTY				
BID RESPONSE DOCUMENTS MUST BE SUBMIT VIA NATIONAL TREASURY E-TENDER PORTAL: www.etenders.gov.za NB: Bid responses, along with all required supporting mandatory documents, must be uploaded to the National Treasury eTender portal under this tender. Submissions via email or hand delivery will not be accepted.					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Supply Chain Management	CONTACT PERSON	Supply Chain Management		
TELEPHONE NUMBER	N/a	TELEPHONE NUMBER	N/a		
FACSIMILE NUMBER	N/a	FACSIMILE NUMBER	N/a		
E-MAIL ADDRESS	sourcing@Justice.gov.za	E-MAIL ADDRESS	Sourcing@Justice.gov.za		
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] ☐ Yes ☐ No

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

(1) ARE YOU THE (2) ACCREDITED (3) REPRESENTATIVE (4) IN SOUTH AFRICA (5) FOR THE GOODS (6) /SERVICES (7) /WORKS (8) OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	(9) ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
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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.

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7.2).**

2. TAX COMPLIANCE REQUIREMENTS

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

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:.....
(Proof of authority must be submitted e.g. company resolution)

DATE:

2. RFQ Terms and Conditions

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

2.1 General rules and instructions

2.1.1 News and press releases

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

2.1.2 Precedence of documents

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

2.1.3 Preferential procurement reform

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

2.1.4 Language

- (a) RFQs shall be prepared in English.

2.1.5 Gender

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

2.1.6 Headings

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

2.1.7 RFQ Clarification

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

2.1.8 Cancellation of RFQ

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

2.1.9 RFQ Validity period

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

2.1.10 Occupational Injuries and Diseases Act 13 of 1993

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

2.1.11 Processing of the bidder's Personal Information

- (a) All personal information of the bidder, its employees, representatives, associates, and sub-contractors ("Bidder's Personal Information") required under this RFQ is collected and processed for the purpose of assessing the strength and competitiveness of the proposal. The evaluation and award of the contract shall be conducted in accordance with applicable legislation, policies and standards. The bidder is advised that bidder Personal Information may be passed on to third-parties to whom DOJ&CD is compelled by law to provide such information. For example, where appropriate, DOJ&CD is compelled to submit information to National Treasury's Database of Restricted Suppliers.
- (b) All Personal Information collected will be processed in accordance with POPIA and the DOJ&CD Data Privacy Policy.
- (c) The following persons will have access to the Personal Information that has been collected:
 - (i) DOJ&CD personnel participating in procurement/award procedures; and
 - (ii) Members of the public: within seven working days from the time the RFQ is awarded, the following information will have to be made available on National Treasury's e-Tender portal:
 - (1) contract description and RFQ number
 - (2) names of the successful bidder(s) and preference points claimed
 - (3) the contract price(s) (if possible)
 - (4) contract period
 - (5) names of directors; and
 - (6) date of completion/award.
- (d) DOJ&CD will ensure that the rights of the bidder and of its employees or representatives (i.e. the right of access and the right to rectify) are effectively guaranteed in accordance with the procedures as specified in the DOJ&CD PAIA manual.
- (e) In signing this document, the bidder consents to the use of its Personal Information for the purposes as specified in par. 2.1.12 above.

2.1.12 Formal contract

- (a) This RFQ, all the appended documentation and the proposal in response thereto read together, form the basis for a formal contract to be negotiated and finalised between DOJ&CD and the enterprise(s) to whom DOJ&CD awards the RFQ in whole or in part.
- (b) Any offer and/or acceptance entered into verbally between DOJ&CD and any bidder will neither constitute a contract nor be binding on the parties.
- (c) This RFQ is subject to Government Procurement: General Contract Conditions, Special Contract Conditions and any other conditions to be finalised during the contracting stage. These conditions are only negotiable at the DOJ&CD's discretion.

- (d) The laws of the RSA shall govern this RFQ and the bidders hereby accept that the courts of the Republic of South Africa shall have jurisdiction over any dispute arising from this RFQ document or the award of a contract in relation to it.
- (e) The RFQ will be awarded to the Prime Contractor and/or bidder who shall be responsible for the management of the awarded contract. No separate contract shall be entered into between DOJ&CD and any subcontractors
- (f) The bidders' response to this RFQ or parts of the response, shall be included as a whole or by reference in the final contract to the extent that it is acceptable to DOJ&CD

2.1.13 Failure to agree before contract conclusion

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

2.1.14 Withdrawal of proposal after award

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

2.1.15 Oral presentations

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

2.1.16 Objection to brand specific requirements

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

2.2 RFQ Returnable

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

2.2.1 Administrative Returnable Documents – must be fully completed and signed

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

3. BIDDER'S DISCLOSURE (SBD 4)

1. PURPOSE OF THE FORM

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

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

2. BIDDER'S DECLARATION

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

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

Table 4

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

.....
.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners

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

or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

YES/NO

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding:
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....	
Signature	Date
.....	
Position	Name of bidder

SBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

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

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

a) The applicable preference point system for this tender is the **90/10** preference point system.

1.

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

2.

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

(a) Price; and

(b) Specific Goals.

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- 3.
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- 4.
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

5.

3.1.1 THE 80/20 or 90/10 PREFERENCE POINT SYSTEMS

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

80/20

90/10

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Enterprises with ownership of 51% or more by person/s who are black person/s.	10	
Enterprises with ownership of 51% or more by	5	

person/s who are women		
Enterprises with ownership of 51% or more by person/s who are youth	3	
Enterprise with ownership of 51% or more by person/s with disability	2	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One-person business/sole propriety

Close corporation

Public Company

Personal Liability Company

(Pty) Limited

Non-Profit Company

State Owned Company

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in

addition to any other remedy it may have –

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

..... SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:	
DATE:	
ADDRESS:	

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

5.1 Purpose

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

5.2 Application

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

5.3 General

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

5.4 Standards

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

5.5 Use of contract documents, information and inspection

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

- (c) Any document, other than the contract itself mentioned in GCC clause 5.5(a) shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- (d) The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

5.6 Patent rights

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

5.7 Performance security

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

5.8 Inspections, tests and analyses

- (a) All pre-bidding testing will be for the account of the bidder.
- (b) If it is a RFQ condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the Bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organisation acting on behalf of the Department.
- (c) If there are no inspection requirements indicated in the Bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary

arrangements, including payment arrangements with the testing authority concerned.

- (d) If the inspections, tests and analyses referred to in GCC clauses 5.8(b) and 5.8(c) show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- (e) Where the supplies or services referred to in GCC clauses 5.8(b) and 5.8(c) do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- (f) Supplies and services which are referred to in GCC clauses 5.8(b) and 5.8(c) and which do not comply with the contract requirements may be rejected.
- (g) Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal, the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- (h) The provisions of GCC clauses 5.8(d) to 5.8(g) shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of clause 5.23 of the GCC.

5.9 Packing

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

5.10 Delivery and documents

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

5.11 Insurance

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

5.12 Transportation

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

5.13 Incidental services

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

5.14 Spare parts

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

5.15 Warranty

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

5.16 Payment

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

5.17 Prices

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

5.18 Contract amendments

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

5.19 Assignment

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

5.20 Subcontracts

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

5.21 Delays in the supplier's performance

- (a) Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- (b) If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- (c) No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- (d) The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- (e) Except as provided under GCC clause 5.25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC clause 5.22, unless an extension of time is agreed upon pursuant to GCC clause 5.21(b) without the application of penalties.
- (f) Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

5.22 Penalties

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

5.23 Termination for default

- (a) The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
 - (i) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC clause 5.21(b)
 - (ii) if the Supplier fails to perform any other obligation(s) under the contract; or
 - (iii) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- (b) In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- (c) Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- (d) If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- (e) Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- (f) If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
 - (i) the name and address of the supplier and / or person restricted by the purchaser;

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

5.24 Anti-dumping and countervailing duties and rights

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

5.25 Force majeure

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

5.26 Termination for insolvency

- (a) The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such

termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

5.27 Settlement of disputes

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

5.28 Limitation of liability

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

5.29 Governing language

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

5.30 Applicable law

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

5.31 Notices

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

5.32 Taxes and duties

- (a) A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- (b) A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- (c) No contract shall be concluded with any Bidder whose tax matters are not in order. Prior to the award of a RFQ the Department must be in possession of a tax clearance certificate, submitted by the Bidder. This certificate must be an original issued by the SARS.

5.33 National Industrial Participation (NIPP) Programme

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

5.34 Prohibition of restrictive practices

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

The above General Conditions of Contract are accepted by:

Name and Surname _____ **Designation** _____

Bidder: _____ **Signature:** _____

Date: _____

1. PURPOSE AND BACKGROUND

1.2. PURPOSE

The purpose of this procurement transaction is to appoint an accredited supplier for the supply and delivery of the seventy-five (75) ICMS Scanners with 3 years maintenance and support including 5 years OEM warranty (from date of delivery) to the various sites as stipulated on Section 2.2.

1.3. BACKGROUND

- a) The Department of Justice and Constitutional Development (referred to as "The Department") holds a fundamental mandate to uphold the Constitution and facilitate the administration of justice. This mission is accomplished through the establishment of an effective and efficient court-based system, alongside the provision of high-quality legal services to both our country's citizens and the state.
- b) To support these crucial objectives, it is imperative that the Department maintains a state-of-the-art Information and Communication Technology (ICT) infrastructure equipped with advanced technology. Such an infrastructure serves as a key enabler, significantly reducing processing time and enhancing our service delivery capabilities. Aligned with the Department of Justice and Constitutional Development (DoJ&CD) strategic approach, we are steadfast in our commitment to harnessing ICT as a strategic facilitator, thereby intensifying our efforts in this regard.
- c) Our current strategic aim revolves around the modernization and digitalization of justice services and internal operations. This involves the implementation of various capabilities, including the establishment of robust underlying ICT infrastructure, essential for enabling and supporting business solutions. A critical component of this infrastructure is the provision of ICT tools required for effective operations, one such tool being the scanners utilized in courts.
- d) In today's rapidly evolving digital landscape, the paramount importance of efficiency and speed cannot be overstated. The digitization of documents has become a commonplace practice across various industries. Having an efficient means to save, store and protect critical documents not only conserve time and financial resources but also optimize daily operations. The ability to scan, process, and archive document effectively and efficiently plays a vital role

in records management. The digitization of records and document facilitates seamless information retrieval, enhancing collaboration and decision-making processes as relevant information becomes readily accessible.

- e) The benefits of such streamlined approaches extend to the reduction of labour costs, minimizing errors, and the optimal allocation of resources. The Integrated Court Management System (ICMS) modules are designed with a strong emphasis on workflow-driven processes, with scanning functionality integrated as a core part of the workflow management system. This integration is vital for achieving secure documents custody, reducing the risk of fraud and corruption, and decreasing reliance on paper documentation.
- f) In recognizing the need for enhanced efficiency and improved service delivery, the Department of Justice and Constitutional Development (DoJ&CD) has recently procured new scanners to replace legacy end-user devices. However, these new scanners have proven insufficient to meet the demands and replace the considerable number of legacy equipment requiring replacement. As a result, there is a critical requirement for additional scanners to fulfil these needs.
- g) The DoJ&CD Management made the pivotal decision to acquire 75 scanners to cater for the existing scanner fleet, this decision is driven by the need to mitigate the impact of legacy equipment insufficiency, thereby ensuring the efficiency and adequacy of our service delivery to the public.

2. SCOPE OF BID

2.1. SCOPE OF WORK

- a) The Department requires the supply of scanners as part of a national ICMS scanning environment support initiative. To ensure fairness, competitiveness, and operational continuity, this procurement is structured as follows:

Supply, Delivery and Warranty of Mid-Range ICMS Scanners:

This lot covers the procurement of 75 ICMS-compliant, mid-range scanners, meeting the technical requirements defined in Section 6. These specifications are applicable to SITA-certified OEM scanner (Kodak and Ricoh/PFU) that complies with the DOJ&CD scanner overview.

The successful bidder(s) will be expected to:

- Supply scanners meeting all mandatory specifications in Section 6.3.
 - Provide 3-year maintenance and support.
 - Provide 5-year warranty.
 - Ensure SITA certification and OEM accreditation for the proposed scanner model(s).
 - Deliver scanners to the national DOJ&CD sites listed in Section 2.2.
- b) The ICMS Scanners are expected to be delivered within a period of 6-8 weeks from date of Letter of Award and or of the purchase order. Project Duration – all deployment is to be finalized within a period of three (3) months from date of acceptance of delivery.

2.2. DELIVERY ADDRESS - SCANNERS

SITE GROUP	PHYSICAL ADDRESS	NUMBER OF DEVICE TO BE DELIVERED
Kwazulu-Natal	No 2 Devonshire Place, Off Anton Lembede (Smith) Street, Durban, 4000	41
Mpumalanga	24 Brown Street, Nedbank Centre 4th Floor, Nelspruit, 1200	17
Northern Cape	Cnr Stead & Knight Streets, New Public building, 8th floor, Kimberly. 8301	17
Total		75

3. REQUIREMENTS

3.2. PRODUCT/ SERVICE / SOLUTION REQUIREMENTS

3.2.7. Installation and Services:

As per **section 2.1 above**.

4. BID EVALUATION STAGES

4.1 The bid evaluation process consists of several stages that are applicable according to the nature of the RFQ as defined in the table below.

4.2 The bidder must qualify for each stage to be eligible to proceed to the next stage of the evaluation. failure to fully comply on any of the stages mentioned, it will be regarded as non-compliance and lead to disqualification.

4.3 Prospective bidders **MUST** ensure that they adhere to the two-envelope system during uploading and **MUST** separate submissions in respect of the technical and financial proposals. **failure to do so will be regarded as non-compliance and lead to disqualification**

Evaluation Stages	Description	Applicable for this bid YES/NO
Stage 1	The following SCM Administrative pre-qualification documents should be uploaded under envelope one (1) : <ul style="list-style-type: none">a) Completion and uploading of all Standard Bidding Documents (SBD) forms i.e. SBD 1, SBD 4, SBD 6.1;b) Special Conditions of Contract & GCC verification Compliance Checkc) Valid Tax Compliance status reportd) Valid CSD Summary report	YES
Stage 2	The following documents must be uploaded under Envelope 1, as they constitute mandatory technical compliance requirements and will form part of the technical evaluation process: <ul style="list-style-type: none">a) Proof of the bidder's accreditation under the SITA RFB 740 -2020 Transversal Contract.b) Bidders will be evaluated based on the specific product brand(s) for which they are accredited under the SITA RFB 740 - 2020 Transversal Contract.c) Bidders will be evaluated based on their approved provincial accreditation as reflected on the applicable SITA contract.	YES

	<ul style="list-style-type: none"> d) A valid SITA Product Certificate for the proposed peripherals must be submitted. e) Bidders must clearly indicate "Comply" against all mandatory technical specification requirements. f) OEM Accreditation Letter: Bidders must submit an official letter issued by the Original Equipment Manufacturer (OEM) confirming that they are duly accredited and authorized to supply, support, and provide warranty services for the proposed brand. g) OEM Datasheet/Product Brochure: Bidders must submit the official manufacturer's datasheet and/or product brochure containing detailed specifications of the proposed scanners. This documentation will be used by the technical evaluation team to objectively verify compliance with the stipulated technical requirements. 	
Stage 3	Price and Special goals	YES

5. ADMINISTRATIVE PRE-QUALIFICATION REQUIREMENTS

5.1. ADMINISTRATIVE PRE-QUALIFICATION VERIFICATION

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

If the Bidder failed to comply with any of the administrative pre-qualification requirements, or if DOJ&CD is unable to verify whether the pre-qualification requirements are met, then DOJ&CD reserves the right to-

- (a) Reject the bid and not evaluate it, or
- (b) Accept the bid for evaluation, on condition that the Bidder must submit within 7 (seven) days any supplementary information to achieve full compliance, provided that the supplementary information is administrative and not substantive in nature.

5.2. ADMINISTRATIVE PRE-QUALIFICATION REQUIREMENTS

- (a) **Submission of bid response:** The bidder has uploaded a bid response documentation pack on National Treasury e-Tender portal: www.etenders.gov.za : NB: Bid responses, along with all required supporting mandatory documents, must be uploaded to the National Treasury eTender portal under this tender and within the stipulated date and time as specified in the "Invitation to RFQ" cover page. Submissions via email or hand delivery will not be accepted

5.2.1 Attendance of briefing session: N/A.

5.2.2 Registered Supplier. The bidder is, in terms of National Treasury Instruction Note 4A of 2016/17, registered as a Supplier on National Treasury Central Supplier Database (CSD).

6. TECHNICAL MANDATORY

6.1. INSTRUCTION AND EVALUATION CRITERIA

- 6.1.1 The bidder **must comply with ALL the requirements as per section 6.2 below by providing substantiating evidence** in the form of documentation or information, failing which it will be regarded as "NOT COMPLY".
- 6.1.2 The bidder **must provide a unique reference number** (e.g. binder/folio, chapter, section, page) to locate substantiating evidence in the bid response. During evaluation, DOJ&CD reserves the right to treat substantiation evidence that cannot be located in the bid response as "NOT COMPLY".
- 6.1.3 The bidder **must complete the declaration of compliance** as per section **Error! Reference source not found.** below by marking with an "X" either "COMPLY", or "NOT COMPLY" with ALL of the technical mandatory requirements, failing which it will be regarded as "NOT COMPLY".
- 6.1.4 The bidder must comply with ALL the TECHNICAL MANDATORY REQUIREMENTS in order for the bid to proceed to the next stage of the evaluation.
- 6.1.5 No URL references or links will be accepted as evidence.
- 6.1.6 Electronic copy of the Bid Spec Pricing Excel Spreadsheet to be submitted with Bid Response.

6.2. MAINTENANCE AND SUPPORT

- 6.2.1. Maintenance and support should include the following:
 - a) Quarterly health checks of the entire scanning environment;
 - b) Break fixes
 - c) Quarterly Firmware upgrades

6.3. TECHNICAL MANDATORY REQUIREMENTS

- 6.3.1. Below specifications are generic and applies to the above approved **DOJ&CD Scanner Overview** for DOJ&CD:
- 6.3.2. Therefore, ONLY proposals based on these requirement as stipulated below shall be evaluated and accepted.
- 6.3.3. Implementation of the contract will be governed using the Departments governance Framework.
- 6.3.4. A service provider shall not be appointed to provide a service for which they are not

accredited as per SITA engagement model.

6.3.5. The following scanners requirements are mandatory, and bidders are to indicate compliance with the below by **TICKING** on the comply boxes.

6.3.6. A bidder, who does not comply fully with each of this mandatory requirement, shall be regarded as non-compliant and the bid SHALL be disqualified:

a) Standard Specifications - Mid- range Scanners (75 Quantity)

Description	Technical Mandatory Specifications – Mid Range	Comply
Through put Speed	50 – 60 ppm, (20 000ppd)	
Optical Resolution	600dpi and above	
Paper stacking capacity	250 pages (input hopper system) – up to A3	
Flatbed	Integrated A4 flatbed	
Connectivity	USB 2.0 / USB 3.0	
Dimensions (W*D*H base unit)	Width: 40.0 cm – 50.0 cm Depth: 30.0 cm – 40.0 cm Height: 20.0 cm – 30.0 cm;	
Image Processing Functionality / Features	Automatic colour detection, blank page detection, De-skew, Auto-cropping, Automatic orientation, Image edge fill, Streak filtering, Image hole fill(punch hole filler), Continuous scanning mode, Bar Code Reading	
Supporting Operating System	Windows 11	
Software Support	TWAIN, ISIS, and WIA drivers	
Asset Management Software	Asset Management Software – 10 000 users covered	
Standard Warranty (included in price of product)	1-year Repair/Replace – (next business day onsite support)	

Description	Technical Mandatory Specifications – Mid Range	Comply
Extended warranty	4 years On-site OEM warranty (user negligence and accidental damage on boards covered)	
Service Level Agreement	Direct with OEM and Partner	
Compatibility	Kofax Total Agility	
Networkable	Yes, with Internet Adapter	

6.3.7 Bidders to submit the official manufacturer's datasheet or product brochure that details all relevant specifications of the proposed Scanners to enable the technical validation team to objectively confirm compliance to the above-mentioned specification. **Failure to submit manufacturers or product sheet detailing all relevant specifications, the proposal will be disqualified from the evaluation process.**

6.3.8 The service provider must respond with scanners that have been tested and certified by SITA.

6.3.9 The bidder must be accredited with the OEM/OSM for the product, they are proposing to DOJ&CD and attach copy of a valid OEM certificate for the maintenance and support of the scanners they are proposing to DOJ&CD. **Failure to submit a valid certificate in the bidder's name, the proposal will be disqualified from the evaluation process.**

6.4. OEM ACCREDITATION

TECHNICAL MANDATORY REQUIREMENTS	Substantiating evidence of compliance (used to evaluate bid)	Evidence reference (to be completed by bidder)
(1) BIDDER CERTIFICATION / AFFILIATION REQUIREMENTS	OEM ACCREDITATION Bidders must supply an official letter from the OEM stating that they are accredited and authorized to supply equipment and warranty for the brand being supplied	<provide unique reference to locate substantiating evidence in the bid response – see Annex B, section 10.1>
(a) The bidder must be accredited with the OEM/OSM for the	NOTE: DOJ&CD reserves the right to verify the information provided.	

TECHNICAL MANDATORY REQUIREMENTS	Substantiating evidence of compliance (used to evaluate bid)	Evidence reference (to be completed by bidder)
<p>product, they are proposing to DOJ&CD.</p> <p>(b) The quoted and procured products must be SITA-certified.</p>	<p>The bidder must attach a valid SITA Product Certificate for the product they are proposing</p>	

6.5. DECLARATION OF COMPLIANCE

	Comply	Not Comply
<p>The bidder declares by indicating with an “X” in either the “COMPLY” or “NOT COMPLY” column that –</p> <p>(a) The bid complies with each and every TECHNICAL MANDATORY REQUIREMENT as specified in SECTION Error! Reference source not found. above; AND</p> <p>(b) Each and every requirement specification is substantiated by evidence as proof of compliance.</p>		

7. SPECIAL CONDITIONS OF CONTRACT

7.1. INSTRUCTION

- 7.1.1 The successful supplier will be bound by Government Procurement: General Conditions of Contract (GCC) as well as this Special Conditions of Contract (SCC), which will form part of the signed contract with the successful Supplier. However, DOJ&CD reserves the right to include or waive the condition in the signed contract.
- 7.1.2 DOJ&CD reserves the right to –
- (c) Negotiate the conditions, or
 - (d) Automatically disqualify a bidder for not accepting these conditions.
- 7.1.3 In the event that the bidder qualifies the proposal with own conditions and does not specifically withdraw such own conditions when called upon to do so, DOJ&CD will invoke the rights reserved in accordance with subsection 6.1.2 above.
- 7.1.4 The bidder must **complete the declaration of acceptance** as per section 7.3 below by marking with an “X” either “ACCEPT ALL” or “DO NOT ACCEPT ALL”, failing which the declaration will be regarded as “DO NOT ACCEPT ALL” and the bid will be disqualified.

7.2. SPECIAL CONDITIONS OF CONTRACT

7.2.1 CONTRACTING CONDITIONS

- (a) **Formal Contract. There will be a formal written Contract (Agreement) between the Department and the successful bidder (s) on maintenance and support.**
- I. Standard 1 -year warranty to be included on the hardware supplied with maintenance and support of the scanning equipment and environment for three (3) years.
 - II. Warranty should include the following services:
 - III. Replacement/ Swop out. In the event that any hardware component of the laptop 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.
 - IV. 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.

- V. 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 1-year warranty with the OEM.
- (b) **Right of Award.** 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.
- (c) **Right to Audit.** DOJ&CD reserves the right, before entering into a contract, to conduct or commission an external service provider to conduct a financial audit or probity to ascertain whether a qualifying bidder has the financial wherewithal or technical capability to provide the goods and services as required by this tender.
- (d) **Product Certification - Technology Certification Process (TCP).** The bidder (suppliers) and the OEM (brand) must have a relationship that includes the certification and/or accreditation of the bidder. To support these special conditions requirement, the provisioning of a letter or certification from the OEM would be required.

7.2.2 DELIVERY ADDRESS

- a) The supplier must deliver the required products or services as indicated in **Section 2.2**, Delivery Address.

7.2.3 DELIVERY SCHEDULE

- (a) The scope of work (**Section 2.1**) and Requirements must be completed within 6 – 8 weeks after the DOJ&CD order has been provided to the bidder.
- (b) Scanners which are dead on arrival (DoA) must be collected and replaced within 3 working days

7.2.4 SERVICES AND PERFORMANCE METRICS

- (a) **Installation** - The Supplier is responsible to provide the services as specified in the detailed pricing schedule / costing sheet options.
- (b) **On Site Preventative Maintenance** – N/A
- (c) **On Site Reactive Maintenance** – N/A
- (d) **On Site Warrantee** – N/A

7.2.5 SUPPLIER PERFORMANCE REPORTING

N/A

7.2.6 SERVICE LEVEL DETERMINATION AND PENALTIES

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	N/A	6 - 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.

7.2.7 CERTIFICATION, EXPERTISE AND QUALIFICATION

7.2.7.1. Supplier must be OEM/OSM registered and complaint throughout the whole project.

7.2.7.2 The Supplier represents that, it has the necessary expertise, skill, qualifications and ability to undertake the work required in terms of the Statement of Work or Service Definition and; It is committed to provide the Products or Services; and

7.2.7.3 Perform all obligations detailed herein without any interruption to the Customer.

7.2.7.4 The Supplier must provide the service in a good and workmanlike manner and in accordance with the practices and high professional standards used in well-managed operations performing services similar to the Services;

7.2.7.5 The supplier must perform the Services in the most cost-effective manner consistent with the level of quality and performance as defined in Statement of Work or Service Definition;

7.2.7.6 All services accessories, upgrades and options required by the solution or specified by the client must be included in the quoted price. If not included, suppliers will be required to supply these accessories at no cost to the client.

7.2.7.7 Bidder must commit to follow all conditions and specifications as defined by the contract framework. This includes all technical and solution requirements listed in the RFA bid document, all requirements in this RFQ, and the latest technical product specifications.

7.2.7.8 No services feature or capabilities listed as "standard" (included in the price) in the bid and technical specifications (e.g. on-site support SLA) may be excluded from the RFQ, and no RFQ conditions may override or cancel out any bid conditions or specifications

7.2.8 LOGISTICAL CONDITIONS

7.2.8.1. Hours of work:

- Monday to Friday from 08h00 – 16h00.

7.2.8.2. After Hours Access / Work:

- a) Arrangements and provision for access can be made - with the on-site client - for work to be done after hours (16:00 until 07:30) and on Saturday and Sunday.
- b) In the event that the client grants the Supplier permission to access the client's Environment including hardware, software, internet facilities, data, telecommunication facilities and/or network facilities remotely, the Supplier must adhere to the client's relevant policies and procedures (which policy and procedures are available to the

Supplier on request) or in the absence of such policy and procedures, in terms of, best industry practice.

7.2.8.3. Tools of Trade

N/A

7.2.8.4. On-site and Remote Support

N/A

7.2.8.5. Support and Help Desk

Where applicable, helpdesk support is required for the period of the contract, including the warrantee period, during weekdays (Monday to Friday), if the quoted costing for preventative and reactive maintenance options were accepted by the client.

7.2.9 SKILLS TRANSFER AND TRAINING

N/A

7.2.10 REGULATORY, QUALITY AND STANDARDS

N/A

7.2.11 PERSONNEL SECURITY CLEARANCE

- (a) The Supplier personnel who are required to work with GOVERNMENT CLASSIFIED information or access government RESTRICTED areas must be a South African Citizen and at the expense of the Supplier be security vetted (pre-employment screening, criminal record screening and credit screening).
- (b) The Supplier must ensure that the security clearances of all personnel involved in the Contract remains valid for the period of the contract.
- (c) As an interim, an oath of secrecy must be signed by the technician /resources on condition that proof is supplied that the submission is made for a security clearance of confidential.
- (d) The Supplier must provide proof of security vetting.

7.2.12 CONFIDENTIALITY AND NON-DISCLOSURE CONDITIONS

7.2.12.2 The Supplier, including its management and staff, must before commencement of the Contract, sign a non-disclosure agreement regarding Confidential Information.

7.2.12.3 Confidential Information means any information or data, irrespective of the form or medium in which it may be stored, which is not in the public domain and which becomes available

or accessible to a Party as a consequence of this Contract, including information or data which is prohibited from disclosure by virtue of:

- (a) the Promotion of Access to Information Act, 2000 (Act no. 2 of 2000);
- (b) being clearly marked "Confidential" and which is provided by one Party to another Party in terms of this Contract;
- (c) being information or data, which one Party provides to another Party or to which a Party has access because of Services provided in terms of this Contract and in which a Party would have a reasonable expectation of confidentiality;
- (d) being information provided by one Party to another Party in the course of contractual or other negotiations, which could reasonably be expected to prejudice the right of the non-disclosing Party;
- (e) being information, the disclosure of which could reasonably be expected to endanger a life or physical security of a person;
- (f) being technical, scientific, commercial, financial and market-related information, know-how and trade secrets of a Party;
- (g) being financial, commercial, scientific or technical information, other than trade secrets, of a Party, the disclosure of which would be likely to cause harm to the commercial or financial interests of a non-disclosing Party; and
- (h) being information supplied by a Party in confidence, the disclosure of which could reasonably be expected either to put the Party at a disadvantage in contractual or other negotiations or to prejudice the Party in commercial competition; or
- (i) information the disclosure of which would be likely to prejudice or impair the safety and security of a building, structure or system, including, but not limited to, a computer or communication system; a means of transport; or any other property; or a person; methods, systems, plans or procedures for the protection of an individual in accordance with a witness protection scheme; the safety of the public or any part of the public; or the security of property; information the disclosure of which could reasonably be expected to cause prejudice to the defence of the Republic; security of the Republic; or international relations of the Republic; or plans, designs, drawings, functional and technical requirements and specifications of a Party, but must not include information which has been made automatically available, in terms of the Promotion of Access to Information Act, 2000; and information which a Party has a statutory or common law duty to disclose or in respect of which there is no reasonable expectation of privacy or confidentiality;

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

7.2.13 GUARANTEE AND WARRANTIES. The Supplier warrants that:

- (a) The warranty of goods supplied under this contract remains valid for 1 year after the goods was delivered, with a sign off, including the client's signature;
- (b) as at Commencement Date, it has the rights, title and interest in and to the Product or Services to deliver such Product or Services in terms of the Contract and that such rights are free from any encumbrances whatsoever;
- (c) the Product is in good working order, free from Defects in material and workmanship, and substantially conforms to the Specifications, for the duration of the Warranty period;
- (d) during the Warranty period any defective item or part component of the Product be repaired or replaced within 30 days and a backup provided within 1 (one) day after receiving a written notice from or a fault reported by DOJ&CD/Client;
- (e) the Products is maintained during its Warranty Period at no expense to DOJ&CD/Client, excluding Forced Major / User Damage;
- (f) the Product possesses all material functions and features required for DOJ&CD's/Client's Operational Requirements;
- (g) the Product remains connected or Service is continued during the term of the Contract;
- (h) all third-party warranties that the Supplier receives in connection with the Products including the corresponding software and the benefits of all such warranties are ceded to DOJ&CD without reducing or limiting the Supplier's obligations under the Contract;

- (i) no actions, suits, or proceedings, pending or threatened against it or any of its third-party suppliers or sub-contractors that have a material adverse effect on the Supplier's ability to fulfil its obligations under the Contract exist;
- (j) DOJ&CD is notified immediately if it becomes aware of any action, suit, or proceeding, pending or threatened to have a material adverse effect on the Supplier's ability to fulfil the obligations under the Contract;
- (k) any Product sold to DOJ&CD after the Commencement Date of the Contract remains free from any lien, pledge, encumbrance or security interest;
- (l) DOJ&CD's use of the Product and Manuals supplied in connection with the Contract does not infringe any Intellectual Property Rights of any third party;
- (m) the information disclosed to DOJ&CD does not contain any trade secrets of any third party, unless disclosure is permitted by such third party;
- (n) it is financially capable of fulfilling all requirements of the Contract and that the Supplier is a validly organized entity that has the authority to enter into the Contract;
- (o) it is not prohibited by any loan, contract, financing arrangement, trade covenant, or similar restriction from entering into the Contract;
- (p) the prices, charges and fees to DOJ&CD as contained in the Contract are at least as favourable as those offered by the Supplier to any of its other customers that are of the same or similar standing and situation as DOJ&CD; and
- (q) any misrepresentation by the Supplier amounts to a breach of Contract.

7.2.14 INTELLECTUAL PROPERTY RIGHTS

7.2.14.2 DOJ&CD retains all Intellectual Property Rights in and to DOJ&CD's Intellectual Property.

As of the Effective Date, the Supplier is granted a non-exclusive license, for the continued duration of this Contract, to perform any lawful act including the right to use, copy, maintain, modify, enhance and create derivative works of DOJ&CD's Intellectual Property for the sole purpose of providing the Products or Services to DOJ&CD pursuant to this Contract; provided that the Supplier must not be permitted to use DOJ&CD's Intellectual Property for the benefit of any entities other than DOJ&CD without the written consent of DOJ&CD, which consent may be withheld in DOJ&CD's sole and absolute discretion. Except as otherwise requested or approved by DOJ&CD, which approval is in DOJ&CD's sole and absolute discretion, the Supplier must cease all use of DOJ&CD's Intellectual Property, at of the earliest of:

- (a) termination or expiration date of this Contract;

- (b) the date of completion of the Services; and
- (c) the date of rendering of the last of the Deliverables.

7.2.14.3 If so required by DOJ&CD, the Supplier must certify in writing to DOJ&CD that it has either returned all DOJ&CD Intellectual Property to DOJ&CD or destroyed or deleted all other DOJ&CD Intellectual Property in its possession or under its control.

7.2.14.4 DOJ&CD, at all times, owns all Intellectual Property Rights in and to all Bespoke Intellectual Property.

7.2.14.5 Save for the license granted in terms of this Contract, the Supplier retains all Intellectual Property Rights in and to the Supplier's pre-existing Intellectual Property that is used or supplied in connection with the Products or Services.

7.2.14.6 Provide DOJ&CD with the compliant Occupational Health and Safety File (required on site for period of installation and proof of compliance)

7.2.15 SUPPLIER DUE DILIGENCE

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

7.3 DECLARATION OF COMPLIANCE

	ACCEPT ALL	DO NOT ACCEPT ALL
(2) The bidder declares to ACCEPT ALL the Special Condition of Contract as specified in annexure A.2 above by indicating with an "X" in the "ACCEPT ALL" column, OR		
(3) The bidder declares to NOT ACCEPT ALL the Special Conditions of Contract as specified in annexure A.2 above by -		
(a) Indicating with an "X" in the "DO NOT ACCEPT ALL" column, and;		
(b) Provide reason and proposal for each of the conditions that is not accepted.		
Comments by bidder: Provide reason and proposal for each of the conditions not accepted as per the format:		

	ACCEPT ALL	DO NOT ACCEPT ALL
--	-----------------------	------------------------------

Condition Reference:

Reason:

Proposal:

Comments by bidder:

Provide reason and proposal for each of the conditions not accepted as per the format:

Condition Reference:

Reason:

Proposal:

8 COSTING AND PRICING

9 COSTING AND PRICING

8.1. COSTING AND PRICING EVALUATION

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

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

8.1.2 This bid will be evaluated using the preferential point system of **80/20**, subject to the following conditions –

- (a) If the lowest acceptable bid price is up to and including R50 000 000 (all applicable taxes included) then the 80/20 preferential point system will apply to all acceptable bids; or

8.1.3 The bidder must **complete the declaration of acceptance** as per section 8.4 below by marking with an “X” either “ACCEPT ALL”, or “DO NOT ACCEPT ALL”, failing which the declaration will be regarded as “DO NOT ACCEPT ALL” and the bid will be disqualified.

8.1.4 Bidder will be bound by the following general costing and pricing conditions and DOJ&CD reserves the right to negotiate the conditions or automatically disqualify the bidder for not accepting these conditions. These conditions will form part of the Contract between DOJ&CD and the bidder. However, DOJ&CD reserves the right to include or waive the condition in the Contract.

9.2 COSTING AND PRICING CONDITIONS

8.7.1. SOUTH AFRICAN PRICING.

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

8.7.2. TOTAL PRICE

- (a) All quoted prices are the total price for the entire scope of required services and deliverables to be provided by the bidder.
- (b) The cost of delivery, labour, S&T, overtime, etc. must be included in this RFQ.
- (c) All additional costs must be clearly specified.
- (d) All services, accessories, upgrades and options required by the solution or specified by the client must be included in the quoted price. If not included, suppliers will be required to supply these accessories at no cost to the client.

8.2.1 BID EXCHANGE RATE CONDITIONS.

The bidders must use the exchange rate provided below to enable DOJ&CD to compare the prices provided by using the same exchange rate:

Foreign currency	South African Rand (ZAR) exchange rate
1 US Dollar	R16.57
1 Euro	R18.54
1 Pound	R22.17

RoE adjustment will only be applicable if the SPOT Rate variation (<or>) equal or higher than 7% occurs at the time of Purchase Order placement.

9.3 BID PRICING SCHEDULE

Note: Bidders must complete the bid pricing schedule in the Excel spreadsheet (**Annexure A4.1**) format provided and include this as part submission.

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

9.4 DECLARATION OF ACCEPTANCE

	ACCEPT ALL	DO NOT ACCEPT ALL
<p>(4) The bidder declares to ACCEPT ALL the Costing and Pricing conditions as specified in annexure A5.1 above by indicating with an "X" in the "ACCEPT ALL" column, or</p> <p>(5) The bidder declares to NOT ACCEPT ALL the Costing and Pricing Conditions as specified in annexure A5.1 above by -</p> <p>(a) Indicating with an "X" in the "DO NOT ACCEPT ALL" column, and;</p> <p>(b) Provide reason and proposal for each of the condition not accepted.</p>		
<p>Comments by bidder:</p> <p>Provide the condition reference, the reasons for not accepting the condition.</p>		

ANNEX A.4: ADDENDUM A:

Annexure	Description
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Annexure A4.1 Bid Specification Price Schedule

The bid specification price list. For the bidders to compile the details price list.

Document Name: Annexure A4.1 SBD 3 Pricing Schedule

Annexure	Description
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Annexure A4.1 Bid Specification Price Schedule

The bid specification price list. For the bidders to compile the details price list.
Document Name: Annexure A4.1 SBD 3 Pricing Schedule

.....END.....