BID SPECIFICATION

COVER PAGE (SUMMARY)

RFB REF. NO:	RFB 3264-2026
DESCRIPTION	Request To Approve The Renewal Of The Open Text Suite Licenses, Maintenance And Support For South African Police Services (SAPS) For A Period Of Thirty-Six (36) Months.
PUBLICATION DATE	17 August 2026
CLOSING DATE FOR QUESTIONS AND ANSWERS	24 August 2026
RFB CLOSING DETAILS	DATE: 31 August 2026 TIME: 11: 00 AM Submission Address : SITA Website and SITA – ERP Oracle Portal on the link as follows: Login Step-by-step guide to navigate and respond to SITA transactions through the SITA Oracle-ERP: https://www.sita.co.za/content/erp-isupplier-ecatalogue-guidelines
RFB VALIDITY PERIOD	120 Days After Closing Date

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ANNEX A: INTRODUCTION

1. PURPOSE AND BACKGROUND

1.1. PURPOSE

The procurement of the SAPS OpenText licenses through the OpenText Framework Agreement for a period of 36 months. The client SAPS has furthermore requested and provided a brand specific motivation as part of their tasking for the current OpenText product suite through the current framework agreement as it uniquely meets the client's security and network operational requirements.

1.2. BACKGROUND

The OpenText Suite licences and associated maintenance services are deployed across multiple technology platforms within the SAPS environment, including Hosting Services, Information Security Services (ISS), End-User Computing (EUE), and Unified Communications (UC). All services and products are contractually aligned to approved Service Level Agreements (SLAs), including the SAPS Network SLA, Endpoint User Equipment (EUE), and Information Security Services (ISS).

The SAPS Network SLA was renewed for the period 01 April 2025 to 31 March 2030, with all services fully cost-recovered from SAPS. The OpenText Suite therefore forms an integral and funded component of SAPS' enterprise ICT service delivery model. The OpenText Suite includes a comprehensive set of server, security, directory, orchestration, and host connectivity solutions that collectively support SAPS' operational stability, security posture, and audit compliance.

Server-related products include:

Operational Bridge and Operations Orchestration software licences, which provide enterprise monitoring, automation, and service management capabilities across SAPS infrastructure. From a security perspective, the suite includes Self-Service Password Reset (SSPR) and Change Guardian (CG).

Part of the SSPR solution is the entitlement to the Advanced Authentication Framework (AAF), which is an enterprise-grade authentication solution that provides centralised, secure, and scalable user authentication capabilities. It supports multi-factor authentication mechanisms, including biometrics, one-time passwords (OTPs), smart cards, and traditional passwords. AAF integrates with both legacy systems (e.g., Mainframe, HANIS, CAS) and modern applications, while enabling centralised policy management, audit logging, and compliance reporting. The solution also supports high availability and national-scale deployments.

OpenText Advanced Authentication (AA) is a standards-based authentication framework designed to eliminate silos. As the central integration point, SSPR with AA, modernize to password less or multifactor authentication for greater security and manageability.

Change Guardian enables SITA and SAPS security teams to detect, monitor, and respond to potential threats in real time through intelligent alerting of authorised and unauthorised access, as well as changes to critical files, systems, and applications. Prior to the implementation of Change Guardian, SAPS received Auditor-General (AG) audit findings related to insufficient change and access controls. These findings were eliminated following the deployment and rollout of Change Guardian.

Directory Resource Administrator (DRA) provides enhanced provisioning, administration, and reporting capabilities for Microsoft Active Directory. DRA enables SITA and SAPS to enforce directory policies consistently, which is critical for governance, compliance, and segregation of duties. SAPS has formally adopted DRA as the only approved standard administration tool for Active Directory, and it also delivers comprehensive auditing and reporting functionality.

Operations Orchestration supports server administrators by enabling the design of automated workflows based on established operational practices. It standardises the execution of technical policies and security configurations and automates functions such as snapshot management. In conjunction, Operations Centre integrates multiple data sources across SAPS into unified service and information delivery models, providing a holistic, real-time view of the SAPS ICT environment.

Group Policy Administrator (GPA) enables Active Directory Group Policy Objects (GPOs) to be verified, tested, and validated prior to deployment into the live environment. GPA's built-in auditing capabilities track all policy changes within Active Directory, allowing SITA and SAPS to proactively respond to audit findings. GPA further supports policy simulation within a sandbox environment using isolated virtual machines, ensuring that changes do not negatively impact production systems or network resources. The GPA product roadmap will entitle SITA to the upgraded version of Universal Policy Administration.

The OpenText Suite also includes Client Extra! X-treme / Reflection host connectivity emulation software, which enables SAPS users to securely connect from workstations and other end-user devices to the SAPS Mainframe. The upgrade testing from Extra! to Reflection is completed and production rollout and end user enablement is in progress. The upgrade project included the acquisition, configuration and SSL testing on new mainframe hardware and crypto cards.

SAPS has standardised on the use of OpenText Secure File Transfer Protocol (SFTP) and has mandated it as the only approved file transfer solution within the SAPS environment, as it complies with required security standards and protocols. Historically, end-users connected to the SAPS Mainframe using generic FTP (File Transfer Protocol), which is unencrypted and inherently insecure. Following audit findings, all SAPS business units were migrated to the OpenText SFTP solution to ensure encrypted, secure file transfers to and from the Mainframe.

Considering global technological advancements and the volume of sensitive information stored, processed, and transmitted across the SAPS network, between end-user devices, infrastructure components, and the Mainframe, it is imperative that SAPS sustains effective and controlled security levels for all business-critical systems.

The current infrastructure and end-user environment must continuously manage multiple critical operational domains, including:

- Configuration management
- Performance management
- Fault management
- Account and access management
- Asset and configuration lifecycle management
- Security management

These requirements are directly supported through the OpenText Suite software entitlements and associated services, which collectively underpin SAPS' operational resilience, audit compliance, and security governance.

2. SCOPE OF BID

2.1. SCOPE OF WORK

The scope of work by the bidders is:

(1) the supply of the OpenText Licenses as per **Table A**, and

(2) the installation and maintenance of the OpenText Suite Licenses for the South African Police Services for a period of 36 months.

Table A:

Current License Product	Perpetual Entitlement	ELA License Entitlement
Operations Bridge Premium Edition	3,272	5,500
OpsBridge Reporter OBR (Optic Data Lake)	3,272	5,500
OpsBridge Operations Connector OC Business Value Dashboard BVD, COSO	1	1

Operations Orchestration	3,272	5,500
Change Guardian	50,000	100,000
Host Connectivity	80,000	100,000
Directory Resource Administrator (DRA)	46,200	100,000
Group Policy Administrator (GPA)	46,200	100,000
Self-Service Password Reset (SSPR)	50,000	100,000

2.2. DELIVERY ADDRESS

No	Physical Address
1.	SITA Numerus 35 Hamilton Street Arcadia

2.3. CUSTOMER INFRASTRUCTURE AND ENVIRONMENT REQUIREMENTS

Hardware infrastructure and operating system licences are provided by the client, SAPS. The bid does not require additional infrastructure and environmental resources.

3. REQUIREMENTS

3.1. PRODUCT REQUIREMENT

Description	Qty	License Metrics
Operations Bridge Premium Edition	5,500	Per Server
OpsBridge Reporter OBR (Optic Data Lake)	5,500	Per Server
OpsBridge Operations Connector OC Business Value Dashboard BVD, COSO	1	Per Site
Operations Orchestration	5,500	Per Server
Change Guardian	100,000	Per User
Host Connectivity	100,000	Per Device
DRA	100,000	Per User
GPA	100,000	Per User
SSPR	100,000	Per User

3.2. PROJECT AND SERVICES REQUIREMENTS

(1) None.

4. BID EVALUATION STAGES

(1) The bid evaluation process consists of several stages that are applicable according to the nature of the Bid as defined in the table below.

(2) The Bidder must qualify for each stage to be eligible to proceed to the next stage of the evaluation.

Stage	Description	Applicable for this Bid YES/NO
Stage 1	Administrative pre-qualification verification	YES
Stage 2	Technical Mandatory requirement evaluation	YES
Stage 3	Special Conditions of Contract verification	YES
Stage 4	Price / Preference points	YES

5. ADMINISTRATIVE PRE-QUALIFICATION REQUIREMENTS

5.1. ADMINISTRATIVE PRE-QUALIFICATION VERIFICATION

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 SITA is unable to verify whether the pre-qualification requirements are met, then SITA 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

Submission of bid response: The Bidder has submitted a bid response documentation pack as follows:

(a) The Bid proposals will be the legal and binding document that will be used for the purposes of evaluation, all bid proposals must be submitted via the SITA -Supplier Oracle ERP portal before the closing date and time of the bid.

(b) The SITA-Supplier Oracle ERP portal is accessible on the URL link as follows: www.suppliers.sita.co.za

(c) The step-by-step guide in navigating the SITA Website and SITA -Oracle ERP portal accessible on the link as follows: https://www.sita.co.za/content/erp-isupplier-ecatalogue-guidelines

(d) No manual hard copy submissions, email submissions or faxed submissions will be accepted.

(e) **Attendance of briefing session**: N/A

(f) **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 (Stage 2)

6.1. INSTRUCTION AND EVALUATION CRITERIA

(1) The Bidder **must comply with ALL the requirements as per section 7.1 below by providing substantiating evidence** in the form of documentation or information, failing which it will be regarded as "NOT COMPLY".

(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, SITA reserves the right to treat substantiation evidence that cannot be located in the bid response as "NOT COMPLY".

(3) The Bidder **must complete the declaration of compliance** as per **section 7.2** 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".

(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.

(5) No URL references or links will be accepted as evidence.

7. TECHNICAL MANDATORY REQUIREMENTS

7.1 TECHNICAL MANDATORY REQUIREMENTS

TECHNICAL MANDATORY REQUIREMENTS	*Substantiating evidence of compliance* *(used to evaluate Bid)*	*Evidence reference* *(to be completed by Bidder)*
(1) BIDDER EXPERIENCE AND CERTIFICATION (a) The bidder must provide proof that it is a registered license provider and fulfilment agent for OpenText licenses.	Attach to ANNEX B a copy of a valid documentation (letter or license) as proof that the bidder is accredited with OpenTextand license provider in South Africa in accordance within the SITA Framework Agreement.	Provide unique reference to locate substantiating evidence in the bid response – see Annex B, section 9.1.

7.2 DECLARATION OF COMPLIANCE

	Comply	**Not Comply**
The Bidder declares by **indicating with an "X"** in either the "COMPLY" or "NOT COMPLY" column that – (a) The Bid complies with each and every TECHNICAL MANDATORY REQUIREMENT as specified in SECTION 6.1 above; AND **(b)** Each and every requirement specification is substantiated by evidence as proof of compliance.		

ANNEX A.2: SPECIAL CONDITIONS OF CONTRACT (SCC) (Stage 3)

8. SPECIAL CONDITIONS OF CONTRACT

8.1. INSTRUCTION

(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, SITA reserves the right to include or waive the condition in the signed contract.

(2) SITA reserves the right to :

(a) Negotiate the conditions, or

(b) Automatically disqualify a bidder for not accepting these conditions.

(c) Award to multiple bidders.

(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, SITA will invoke the rights reserved in accordance with subsection 8.1(2) above.

(4) The Bidder must **complete the declaration of acceptance** as per section 8.3 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.

8.2. SPECIAL CONDITIONS OF CONTRACT

(1) CONTRACTING CONDITIONS

(a) **Formal Contract.** The Supplier must enter into a formal written Contract (Agreement) with SITA internal

(b) **Right of Award.** SITA reserves the right to award the contract for required goods or services to multiple Suppliers.

(c) **Right to Audit.** SITA 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.

(2) **DELIVERY ADDRESS.** The Supplier must deliver the required products or services at as indicated in Section 2.2, Delivery Address.

(3) DELIVERY SCHEDULE

(a) Resources to be provided as per the scope of work (Section 2.1) and Section 3.1 (Requirements) for the duration of the contract.

(b) The Supplier is responsible to perform the work as outlined in the Breakdown Structure (WBS) as refer to in Section 3.1 (Requirements).

(4) SUPPLIER PERFORMANCE REPORTING

(a) The Supplier will report on a weekly basis to SITA/Client during the design, installation and implementation phase of the project; weekly written reports are to be presented to the SITA/Client on the progress of the preceding week until the installation process has been completed.

(b) Quarterly meetings are to be scheduled between SITA/Client and service provider and also ADHOC meetings from both sides.

(c) The Supplier is required to generate regular reports as outputs during the maintenance and support cycle within the following service levels (the report type will drive the service level agreement; definition of the content of each report type will be finalised at the time of concluding the contracted service level agreement).

(5) CERTIFICATION, EXPERTISE AND QUALIFICATION

(a) The Supplier represents that,

(i) 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;

(ii) it is committed to providing the Products or Services; and

(iii) perform all obligations detailed herein without any interruption to the Customer.

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

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

(d) **Original Equipment Manufacturer (OEM) or Original Software Manufacturer (OSM) work**. The Supplier must ensure that work or service is performed by a person who is certified by Original Equipment Manufacturer or Original Software Manufacturer, including the minimum following certification:

(6) LOGISTICAL CONDITIONS

(a) **Hours of work**, 08h00 – 16h30.

(b) Provision to be made for work which will be Saturday and Sunday at the Head Office for two weekends.

(c) In the event that SITA grants the Supplier permission to access SITA's Environment including hardware, software, internet facilities, data, telecommunication facilities and/or network facilities remotely, the Supplier must adhere to SITA'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.

(d) **Tools of Trade**. The Supplier must bring their necessary tools of trade in order for them to perform their duties adequately.

(e) **On-site and Remote Support**. The Supplier must give off-site and remote support, and only when off-site support is not sufficient, then on-site support will be required upon approval by SITA representative.

(f) **Support and Help Desk**. After hours helpdesk support is required for the period of the first three months per site during weekdays including weekends and public holidays.

(7) SKILLS TRANSFER AND TRAINING

(a) The Supplier must provide certified training on the proposed solution or product to technical staff and operator to enable SITA to operate and support the product or solution after implementation.

(b) The formal basic and advanced certified training to be done for SITA operators and technical team.

(8) PERSONNEL SECURITY CLEARANCE

(a) The Supplier personnel required to work with GOVERNMENT CLASSIFIED Information or access government RESTRICTED areas must be a South African Citizen and, at the Supplier's expense, be security vetted (pre-employment screening, criminal record screening and credit screening).

(b) The Supplier must ensure that the Top Secret security clearances of all personnel involved in the contract remain valid for the contract period.

(c) The Supplier must provide proof of Top Secret security vetting.

(9) CONFIDENTIALITY AND NON-DISCLOSURE CONDITIONS

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

(b) Confidential information means any information or data, irrespective of the form or medium in which it may be stored, which is not in the public domain and which becomes available or accessible to a Party as a consequence of this contract, including information or data which is prohibited from disclosure by virtue of:

(c) the Promotion of Access to Information Act, 2000 (Act no. 2 of 2000);

(d) being clearly marked "Confidential" and which is provided by one Party to another Party in terms of this contract;

(e) 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;

(f) 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;

(g) being information, the disclosure of which could reasonably be expected to endanger a life or physical security of a person;

(h) being technical, scientific, commercial, financial and market-related information, know-how and trade secrets of a Party;

(i) 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

(j) 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

(k) 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;

(l) 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 has an interest in the disclosure;

(m) 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;

(n) 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.

(10) INTELLECTUAL PROPERTY RIGHTS

(a) SITA retains all Intellectual Property Rights in and to SITA'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 SITA's Intellectual Property for the sole purpose of providing the Products or Services to SITA pursuant to this contract; provided that the Supplier must not be permitted to use SITA's Intellectual Property for the benefit of any entities other than SITA without the written consent of SITA, which consent may be withheld in SITA's sole and absolute discretion. Except as otherwise requested or approved by SITA, which approval is in SITA's sole and absolute discretion, the Supplier must cease all use of SITA's Intellectual Property, at of the earliest of:

(i) termination or expiration date of this contract;

(ii) the date of completion of the Services; and

(iii) the date of rendering of the last of the Deliverables.

(b) If so required by SITA, the Supplier must certify in writing to SITA that it has either returned all SITA Intellectual Property to SITA or destroyed or deleted all other SITA Intellectual Property in its possession or under its control.

(c) SITA, at all times, owns all Intellectual Property Rights in and to all Bespoke Intellectual Property.

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

(e) Provide SITA with the compliant safety file.

(11) SUPPLIER DUE DILIGENCE

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

8.3. DECLARATION OF COMPLIANCE

	ACCEPT ALL	DO NOT ACCEPT ALL
(1) The Bidder declares to ACCEPT ALL the Special Condition of Contract as specified in section 8.2 above by indicating with an "X" in the "ACCEPT ALL" column, OR (2) The Bidder declares to NOT ACCEPT ALL the Special Conditions of Contract as specified in section 6.2 above by - (a) Indicating with an "X" in the "DO NOT ACCEPT ALL" column and; (b) Provide a reason and proposal for each condition that is not accepted.		
Comments by Bidder: Provide a reason and proposal for each of the conditions not accepted as per the format: Condition Reference: Reason: Proposal:		

9. COSTING AND PRICING

9.1. COSTING AND PRICING EVALUATION

(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).

(2) This Bid will be evaluated using the preferential point system of **90/10**, subject to the following conditions :

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

(b) If the lowest acceptable bid price is above R50 000 000 (all applicable taxes included) then the 90/10 preferential point system will apply to all acceptable bids;

(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.

(4) Bidder will be bound by the following general costing and pricing conditions and SITA 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 SITA and the Bidder. However, SITA reserves the right to include or waive the condition in the contract.

9.2. COSTING AND PRICING CONDITIONS

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

(2) TOTAL PRICE

(a) All quoted prices are the total price for the entire scope of required services and deliverables to be provided by the Bidder.

(b) The cost of delivery, labour, S&T, overtime, etc. must be included in this Bid.

(c) All additional costs must be clearly specified.

(5) **BID EXCHANGE RATE CONDITIONS.** The bidders must use the exchange rate provided below to enable SITA to compare the prices provided by using the same exchange rate:

Foreign currency	South African Rand (ZAR) exchange rate
1 US Dollar	16.17
1 Euro	18.68
1 Pound	21.87

9.3. BID PRICING SCHEDULE

Bidders must complete the bid pricing schedule in the Excel spreadsheet format provided and include this as part their submission.

SITA 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
(1) The Bidder declares to ACCEPT ALL the Costing and Pricing conditions as specified in section 8.2 above by indicating with an "X" in the "ACCEPT ALL" column, or (2) The Bidder declares to NOT ACCEPT ALL the Costing and Pricing Conditions as specified in section 8.2 above by - (a) Indicating with an "X" in the "DO NOT ACCEPT ALL" column, and; (b) Provide reason and proposal for each of the condition not accepted.		
Comments by Bidder: Provide the condition reference, the reasons for not accepting the condition.		

9.5. PREFERENCE REQUIREMENTS

9.5.1 INSTRUCTION AND POINT ALLOCATION

(1) **The** bidder **must complete in full all the PREFERENCE requirements.**

(2) **Allocation of points per requirements:** The point's allocation of bidders' responses to the requirements will be determined by the completeness, relevance and accuracy of substantiating evidence.

(3) **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, SITA reserves the right to treat substantiation evidence that cannot be located in the bid response, as "NOT COMPLY". The evidence needs to be attached to **ANNEX B**.

(4) **Preference Goal Requirements:**

(a) The applicable Preferences Point system for this tender and points claimed is 90/10

(b) The specific Preferential Goal requirement for his tender is indicated in the table below.

(c) The Bidder <u>must</u> complete the 90/10 preference point system and submit proof or documentation requires in terms of this tender.

(d) The Bidder must indicate their commitment to claim points for each of the preference points **by signing at par 5.3 in the Invitation to Bid document**.

(e) Failure on the part of a bidder to submit proof or documentation required or to comply to paragraphs (b) above in terms of this tender to claim preference points for the **Preference Goal Requirements** for this tender, will be interpreted to mean that preference points are not claimed.

(f) The Bidder's **commitment** for the **Preference Goal Requirements** in this tender will be **legally binding** and the Bidder needs to **perform against their commitment** for the duration of the contract which will form part of the Contractual Agreement.

(g) The Bidder **must sustain, or improve** the company's **BBBEE Level** for the duration of the contact which will form part of the Contractual Agreement.

(h) **Performance of Preference Goal Requirements will be determined annually**. Bidders must submit their Preference status report to SITA indicating progress against the Bidder's preferential commitments **within 30 days after each quarter from the commencement date of the contract.**

(i) Bidders need to keep auditable substantive records / evidence and upon request by **SITA** must be made available for audit and, or due diligence purposes.

(j) **SITA reserves the right to** require from a Bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim with regards to preferences, in any manner required by SITA.

(k) **SITA reserves the right to** verify information / evidence provided by the Bidder.

SITA reserves the right to introduce a **penalty of 1%** of the overall annual year spent by **SITA** for the prior year if the Bidder fails to comply to **paragraphs (e), (f) and (g) above.**

Table 1A: Preference Goal Requirements (Preferential Goal Requirements for (90/10) system)

Preference Goal Requirement #	Preferential Goal Requirements	Preferential Goal Requirements for (90/10) system		
	Preferential Goal Requirements allocated for this tender	Number of points allocated (90/10) system (To be completed by the organ of state)	**Substantiating evidence and evidence reference to be completed by bidder.** Evaluation per requirement: Each requirement indicated in the table below must be completed and points will be allocated based on the evidence required below for the (90/10) system	Evidence reference for the (90/10) system
	B-BBEE Requirements	10,0		
1)	B-BBEE: Promotion of Transformational Objectives.	10,0	**Evidence:** The Bidder must provide a copy of relevant evidence for the Preferential Goal points which the Bidder qualifies for. **Point's allocation:** Points will be allocated for bidders that meets the requirements as indicated in **table 2A in section 9.3.1**.	<provide unique reference to locate **(90/10) system** substantiating evidence in the bid response – **Annex B, section 13**>
	Total Point Allocation:	10,0		

Table 2 A: B-BBEE Points as part of the Preference Goal requirements (Preferential Goal Requirements for (90/10) system)

Note: Bidder to select the section for points they wish to claim (Mark as Y=Yes) in the table below.

				Ownership of at least 51% of People who are:			
Reference #	Contributor Level as defined in the Broad-Based Black Economic Empowerment Act	Local Entity	EME/QSEs	Woman Owned	Youth Owned	Owned by People living with disabilities	Score
	(A)	(B)	(C)	(D)	(E)	(F)	(G)
1	Level 1	0	2	4	3	1	10
2	Level 1	0	2	4	3		9
3	Level 1	0	2	4			6
4	Level 2 and 3	0	1	2	1	1	5
5	Level 2 and 3	0	1	2	1		4
6	Level 2 and 3	0	1	2			3
7	Level 4 and 5	0	0,5	1	0,5	0,5	2,5
8	Level 4 and 5	0	0,5	1	0,5		2
9	Level 4 and 5	0	0,5	1			1,5
10	Level 6	0	0	0	0	0	0
11	Level 7	0	0	0	0	0	0
12	Level 8	0	0	0	0	0	0
13	Non-Contributor	0	0	0	0	0	0
Total Maximum Score Allocation:			10				

G= A+B+C+D+E+F

ANNEX A.4: Terms and definitions

ABBREVIATIONS

DOA	Delegation of Authority
EUC	End User Computing
ISS	Information System Security
RFA	Request for Accreditation
RFQ	Request for Quotation
SITA SOC Ltd	State Information Technology Agency State Owned Agency Limited
SLA	Service Level Agreement

ANNEX B: **BIDDER SUBSTANTIATING EVIDENCE**

9 MANDATORY REQUIREMENT EVIDENCE

9.1 BIDDER EXPERIENCE – A CERTIFICATION

Attach to ANNEX B a copy of a valid documentation (letter or license) as proof that the bidder is accredited with OpenText as a Fulfilment Agent and license provider in South Africa in accordance within the SITA Framework Agreement.