**ANNEX 1 BID SPECIFICATION**

**TECHNICAL AND PRICING REQUIREMENTS**

|  |  |
| --- | --- |
| **RFB No:** | RFB 2542-2021 |
| **Description** | Procurement of a service for Development, consulting and support for the Western Cape Education Department’s WebFOCUS application tool for a period of three (3) years (36 Months). |
| **Physical Briefing Session**  | Not applicable  |
| **Closing Date for questions / queries** | 08 August 2022 |
| **Bid Response Submission Address**  | Tender Office459 Tsitsa Street, Erasmuskloof, Pretoria, 0105 |
| **RFB Closing Details and Time** | **Date:**  22 August 2022**Time:** 11:00 (South African Time) |
| **RFB Validity Period** | 120 Days from the Closing Date  |

 Contents

[ANNEX A: INTRODUCTION 4](#_Toc106698424)

[1. PURPOSE AND BACKGROUND 4](#_Toc106698425)

[1.1. PURPOSE 4](#_Toc106698426)

[1.2. BACKGROUND 4](#_Toc106698427)

[2. SCOPE OF BID 5](#_Toc106698428)

[2.1. SCOPE OF WORK 5](#_Toc106698429)

[2.2. DELIVERY ADDRESS 5](#_Toc106698430)

[2.3. CUSTOMER INFRASTRUCTURE AND ENVIRONMENT REQUIREMENTS 5](#_Toc106698431)

[3. REQUIREMENTS 6](#_Toc106698432)

[3.1. PRODUCT/ SERVICE / SOLUTION REQUIREMENTS 6](#_Toc106698433)

[3.1.1. GIS data management, development, integration, support, and enhancements 6](#_Toc106698434)

[3.1.2. Provide functionality for user access management (reset, user management reports, and user access / security control) in line with CeI policies and standards 6](#_Toc106698435)

[3.1.3. Provide integration (write back) functionality between WebFOCUS and CEMIS modules, as and when required 6](#_Toc106698436)

[3.1.4. Provide new reports on new developments in department, as and when required 6](#_Toc106698437)

[3.1.5. CEMIS related reports and functionality related to the business functions and serviced which are available on the system. 6](#_Toc106698438)

[3.1.6. LURITS data support for all Western Cape institutions including data error reports and applying programmatic data transformation/ collation. 6](#_Toc106698439)

[3.1.7. Refresh of regular routine reports as data sources are updated 6](#_Toc106698440)

[3.1.8. CEMIS ad hoc business reporting, RFIs 6](#_Toc106698441)

[3.1.9. Educational institutions – map and check Education Districts and circuits 6](#_Toc106698442)

[3.1.10. District visits/ DMIS management reports 6](#_Toc106698443)

[3.1.11. Application support for various applications and workflow linked to staff appointments, financial and curriculum and assessment processes 6](#_Toc106698444)

[3.1.12. Systemic testing reports and analysis 6](#_Toc106698445)

[3.1.13. PMPS management reports, educator qualifications 6](#_Toc106698446)

[3.1.14. Provide and maintain Treasury, APP, regional development profiles and annual reports 6](#_Toc106698447)

[3.1.15. SNE reporting and process functionality (capture, verification, and maintenance) including the provision of facilities to manage assessment accommodations and disabilities 6](#_Toc106698448)

[3.1.16. Support and maintenance of infrastructure and existing applications on EduInfoSearch including enhancement to current processes 6](#_Toc106698449)

[3.1.17. Provide training on a ‘train the trainer’ basis and specific training to end user business representatives about new functionality. 6](#_Toc106698450)

[3.1.18. Support and development relating to the ICT Plan and provision of broadband 6](#_Toc106698451)

[3.1.19. Where new functionality (not listed above) is required, it will be in terms of a signed and approved change request form, in terms of the standard WCG IT Governance structures, subject to obtaining all the necessary approvals in accordance with the Department’s prevailing finance and procurement prescripts. 6](#_Toc106698452)

[4. BID EVALUATION STAGES 7](#_Toc106698453)

[ANNEX A.1: ADMINISTRATIVE PRE-QUALIFICATION 8](#_Toc106698454)

[5. ADMINISTRATIVE PRE-QUALIFICATION REQUIREMENTS 8](#_Toc106698455)

[5.1. ADMINISTRATIVE PRE-QUALIFICATION VERIFICATION 8](#_Toc106698456)

[5.2. ADMINISTRATIVE PRE-QUALIFICATION REQUIREMENTS 8](#_Toc106698457)

[6. TECHNICAL MANDATORY 9](#_Toc106698458)

[6.1. INSTRUCTION AND EVALUATION CRITERIA 9](#_Toc106698459)

[6.2. TECHNICAL MANDATORY REQUIREMENTS 9](#_Toc106698460)

[6.3. DECLARATION OF COMPLIANCE 10](#_Toc106698461)

[7. TECHNICAL FUNCTIONALITY EVALUATION REQUIREMENTS 11](#_Toc106698462)

[ANNEX A.2: SPECIAL CONDITIONS OF CONTRACT (SCC) 12](#_Toc106698463)

[8. SPECIAL CONDITIONS OF CONTRACT 12](#_Toc106698464)

[8.1. INSTRUCTION 12](#_Toc106698465)

[8.2. SPECIAL CONDITIONS OF CONTRACT 12](#_Toc106698466)

[8.3. DECLARATION OF COMPLIANCE 17](#_Toc106698467)

[ANNEX A.3: COSTING AND PRICING 19](#_Toc106698468)

[9. COSTING AND PRICING 19](#_Toc106698469)

[9.1. COSTING AND PRICING EVALUATION 19](#_Toc106698470)

[9.2. COSTING AND PRICING CONDITIONS 19](#_Toc106698471)

[9.3. BID PRICING SCHEDULE 20](#_Toc106698472)

[9.4. DECLARATION OF ACCEPTANCE 20](#_Toc106698473)

[ANNEX A.4: Terms and definitions 21](#_Toc106698474)

[10. ABBREVIATIONS 21](#_Toc106698475)

[ANNEX B: BIDDER SUBSTANTIATING EVIDENCE 22](#_Toc106698476)

[11.0 MANDATORY REQUIREMENT EVIDENCE 22](#_Toc106698477)

[11.1 BIDDER CERTIFICATION / AFFILIATION REQUIREMENTS 22](#_Toc106698478)

[11.2 BIDDER EXPERIENCE AND CAPABILITY REQUIREMENTS 22](#_Toc106698479)

[11.3 PRODUCT / SERVICE FUNCTIONAL REQUIREMENT 22](#_Toc106698480)

[ANNEX C: ADDENDUM 1 23](#_Toc106698481)

1. INTRODUCTION

# PURPOSE AND BACKGROUND

## PURPOSE

The purpose of this RFB is to invite Suppliers (hereinafter referred to as “bidders”) to submit bids for the procurement of a service for development, consulting, and support for the Western Cape Education Department (WCED) WebFOCUS application tool for a period of three (3) years (36 months).

## BACKGROUND

The Western Cape Education Department (WCED) currently has a WebFOCUS application which has the following capabilities:

1. Department-wide historical reports and dashboards;
2. Business Process automation of critical business processes such as grade changes, enabled by workflow functionality between identified transactional systems and BI system;
3. Real-time reporting from selected systems;
4. Near real-time reporting from replicated data repositories;
5. A certain level of self-service capability (custom build function); and
6. Provision of attribute data to the Provincial GIS;

# SCOPE OF BID

## SCOPE OF WORK

The service requirement is for consulting, development, and technical support of the WebFOCUS tool in respect of the following:

Procure a service for:

* Development;
* Consulting; and
* support for the WCED’s) WebFOCUS application tool

for a period of three (3) years (36 months).

## DELIVERY ADDRESS

The goods or services must be supplied or provided at the following physical address

|  |  |  |
| --- | --- | --- |
| **No** | **Physical Address** | **GPS Coordinates (optional)** |
| 1 | 4 Dorp Street, Cape Town Western Cape Province |  |

## CUSTOMER INFRASTRUCTURE AND ENVIRONMENT REQUIREMENTS

1. WebFOCUS application
2. Servers on the premises of the SITA.
	1. TEST SERVER
3. Windows server 2012 R2 64 bit, Dual core
4. WebFOCUS version 8.2.07.28
	1. PRODUCTION
5. Windows server 2012 R2 64 bit, Quad core
6. WebFOCUS version 8.2.07.28
	1. WEB SERVER - Runs just WF Client for external access and security.
7. Windows server 2012 R2 64 bit, Dual core
8. WebFOCUS client version 8.2.07.28

# REQUIREMENTS

## PRODUCT/ SERVICE / SOLUTION REQUIREMENTS

(Include product/service/solution requirements applicable to the request as detailed as possible)

### GIS data management, development, integration, support, and enhancements

### Provide functionality for user access management (reset, user management reports, and user access / security control) in line with CeI policies and standards

### Provide integration (write back) functionality between WebFOCUS and CEMIS modules, as and when required

### Provide new reports on new developments in department, as and when required

### CEMIS related reports and functionality related to the business functions and serviced which are available on the system.

### LURITS data support for all Western Cape institutions including data error reports and applying programmatic data transformation/ collation.

### Refresh of regular routine reports as data sources are updated

### CEMIS ad hoc business reporting, RFIs

### Educational institutions – map and check Education Districts and circuits

### District visits/ DMIS management reports

### Application support for various applications and workflow linked to staff appointments, financial and curriculum and assessment processes

### Systemic testing reports and analysis

### PMPS management reports, educator qualifications

### Provide and maintain Treasury, APP, regional development profiles and annual reports

### SNE reporting and process functionality (capture, verification, and maintenance) including the provision of facilities to manage assessment accommodations and disabilities

### Support and maintenance of infrastructure and existing applications on EduInfoSearch including enhancement to current processes

### Provide training on a ‘train the trainer’ basis and specific training to end user business representatives about new functionality.

### Support and development relating to the ICT Plan and provision of broadband

### Where new functionality (not listed above) is required, it will be in terms of a signed and approved change request form, in terms of the standard WCG IT Governance structures, subject to obtaining all the necessary approvals in accordance with the Department’s prevailing finance and procurement prescripts.

# 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 / B-BBEE evaluation | YES |

* 1. ADMINISTRATIVE PRE-QUALIFICATION

# ADMINISTRATIVE PRE-QUALIFICATION REQUIREMENTS

## ADMINISTRATIVE PRE-QUALIFICATION VERIFICATION

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

* 1. Reject the bid and not evaluate it, or
	2. 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.

## ADMINISTRATIVE PRE-QUALIFICATION REQUIREMENTS

1. **Submission of bid response**: The bidder has submitted a bid response documentation pack –
	1. that was delivered at the correct physical or postal address and within the stipulated date and time as specified in the “Invitation to Bid” cover page, and;
	2. in the correct format as one original document, one copy and two copies on memory stick / USB.
2. **Attendance of briefing session**: No briefing session required
3. **Registered Supplier.** The bidder is, in terms of National Treasury Instruction Note 4A of 2016/17, registered as a Service provideron National Treasury Central Service providerDatabase (CSD).

# TECHNICAL MANDATORY

## INSTRUCTION AND EVALUATION CRITERIA

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”.
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 6.3 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.

## TECHNICAL MANDATORY REQUIREMENTS

| ***TECHNICAL MANDATORY REQUIREMENTS*** | ***Substantiating evidence of compliance****(used to evaluate bid)* | ***Evidence reference****(to be completed by bidder)* |
| --- | --- | --- |
| 1. **BIDDER CERTIFICATION REQUIREMENTS**

The Bidder must be certified by TIBCO Software Inc. to provide WebFOCUS Services in South Africa. | Valid certification from TIBCO Software Inc. to be provided**Note:** SITA reserves the right to verify the information provided. | <provide unique reference to locate substantiating evidence in the bid response – see Annex B, section 11.1> |
| 1. **BIDDER EXPERIENCE AND CAPABILITY REQUIREMENTS**

The bidder must have provided similar scope of work as per section 3.1 to at least three (3) customers, during the past five (5) years. | Provide references from at least three (3) customers to whom the bidder has provided similar scope of work as per section 3.1 to at least three (3) customers, during the past five (5) years.**NB:** SITA reserves the right to verify information provided | <provide unique reference to locate substantiating evidence in the bid response – see Annex B, section 11.2, table 1> |
| 1. **PRODUCT / SERVICE FUNCTIONAL REQUIREMENT**

**The bidder must confirm compliance to the functional Product / Service Functional requirements for the Installation and functioning of the access control system.** | The bidder must confirm that they comply with the Product / Service Functional Requirements by completing Annex C: Addendum 1. | <provide unique reference to locate substantiating evidence in the bid response – see Annex B, section 11.3 and Annex C: Addendum 1> |

## DECLARATION OF COMPLIANCE

|  | **Comply** | **Not Comply** |
| --- | --- | --- |
| The bidder declares by **indicating with an “X”** in either the “COMPLY” or “NOT COMPLY” column that –* 1. The bid complies with each and every TECHNICAL MANDATORY REQUIREMENT as specified in SECTION 6.2 above; AND
	2. Each and every requirement specification is substantiated by evidence as proof of compliance.
 |  |  |

* 1. SPECIAL CONDITIONS OF CONTRACT (SCC)

# SPECIAL CONDITIONS OF CONTRACT

##  INSTRUCTION

1. The successful service providerwill 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 –
	1. Negotiate the conditions, or
	2. Automatically disqualify a bidder for not accepting these conditions.
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.

## SPECIAL CONDITIONS OF CONTRACT

1. **CONTRACTING CONDITIONS**
	1. **Formal Contract. The Service provider must enter into a formal written Contract (Agreement) with DOTP**
	2. **Right of Award.** DOTP reserves the right to award the contract for required goods or services to multiple Suppliers.
	3. **Right to Audit. DOTP 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 service provider must deliver the required products or services at as indicated in Section 2.2, Delivery Address
3. **DELIVERY SCHEDULE**
	1. The Service provideris responsible to perform the work as outlined in the following Breakdown Structure (WBS):

 (Complete the table below with the information required)

| **WBS** | **Statement of Work** | **Delivery Timeframe** |
| --- | --- | --- |
|  | Deliverables as per scope of work in Section 2 (Scope of BID) | Year 1, Year 2 and Year 3 |

1. **SERVICES AND PERFORMANCE METRICS (SITA to advise?)**
	1. The Service provider is responsible to provide the following services as specified in the Service Breakdown Structure (SBS):

(Complete table below with the information required)

| **SBS** | **Service Element** | **Service Grade** | **Service Level** |
| --- | --- | --- | --- |
|  | Incident Response | Normal | Maximum 4 hours  |
|  | Incident Restore | Normal | Maximum 8 hours |

1. **SERVICE PROVIDERPERFORMANCE REPORTING**
	1. **Monthly meetings to be scheduled between Dopt, WCED and service provider and also ADHOC meetings from both sided.**
	2. **The Service provider is required to generate regular monthly 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).**
2. **CERTIFICATION, EXPERTISE AND QUALIFICATION**
	1. **The Service provider represents that,**
		1. **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;**
		2. **it is committed to provide the Products or Services; and**
		3. **perform all obligations detailed herein without any interruption to the Customer.**
	2. The Service provider 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;
	3. The Service provider 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;
	4. A Service provider must have the necessary qualifications and experience to support the WebFOCUS Business Intelligence Application of the Department.
	5. The service provider must provide Junior Developers with a minimum of two years and Senior Developer a minimum of five years.
	6. The Senior Developer should also have a clear knowledge of other technologies supporting the WebFOCUS implementation, including relational databases such as:
3. Oracle
4. ArcGIS (from ESRI)
5. Web development (e.g. HTML, JavaScript, Perl)
6. **LOGISTICAL CONDITIONS**
	1. **Hours of work**, 07h30 – 16h00 (Monday to Friday).
	2. In the event that DOTP grants the Service provider permission to access DOTP's Environment including hardware, software, internet facilities, data, telecommunication facilities and/or network facilities remotely, the Service provider must adhere to SITA's relevant policies and procedures (which policy and procedures are available to the Service provider on request) or in the absence of such policy and procedures, in terms of, best industry practice.
	3. **Tools of Trade**. The Service provider must bring their necessary tools of trade in order for them to perform their duties adequately.
	4. **On-site and Remote Support**. The Service provider 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 DotP representative.
7. **SKILLS TRANSFER AND TRAINING**
	1. The Service provider must provide in-post training on the proposed solution or product to technical staff to enable Government to operate and support the product or solution after implementation.
	2. The nature of the training must be informal and hands-on.
8. **REGULATORY, QUALITY AND STANDARDS**
	1. **The Service provider must for the duration of the contract ensure compliance with ISO/IEC General Quality Standards, ISO27001, and Protection of Personal Information Act (POPIA).**
	2. **The Service provider must for the duration of the contract ensure compliance with General Quality Standards, ISO 9001**
9. **PERSONNEL SECURITY CLEARANCE**
	1. **The Service provider personnel who are required to work with GOVERNMENT CLASSIFIED information or access government CONFIDENTIAL areas must be a South African Citizen and at the expense of the Service provider be security vetted (pre-employment screening, criminal record screening and credit screening).**
	2. **The Service provider must ensure that the security clearances of all personnel involved in the Contract remains valid for the period of the contract.**
	3. **The Service provider must provide proof of security vetting.**
10. **CONFIDENTIALITY AND NON-DISCLOSURE CONDITIONS**
	1. **The Supplier, including its management and staff, must before commencement of the Contract, sign a non-disclosure agreement regarding Confidential Information.**
	2. 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:
		1. the Promotion of Access to Information Act, 2000 (Act no. 2 of 2000);
		2. being clearly marked "Confidential" and which is provided by one Party to another Party in terms of this Contract;
		3. 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;
		4. 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;
		5. being information, the disclosure of which could reasonably be expected to endanger a life or physical security of a person;
		6. being technical, scientific, commercial, financial and market-related information, know-how and trade secrets of a Party;
		7. 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
		8. 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
		9. 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;
	3. 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;
	4. 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;
	5. 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.
11. **GUARANTEE AND WARRANTIES****.** The Service providerwarrants that:
	1. The warranty of services supplied under this contract remains valid for thirty-six (36) months after the services;
	2. 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;
	3. the Product remains connected or Service is continued during the term of the Contract;
	4. all third-party warranties that the Service providerreceives in connection with the Products including the corresponding software and the benefits of all such warranties are ceded to SITA without reducing or limiting the Supplier’s obligations under the Contract;
	5. 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;
	6. DOTP 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;
	7. DOTP’s use of the Product and Manuals supplied in connection with the Contract does not infringe any Intellectual Property Rights of any third party;
	8. the information disclosed to DOTP does not contain any trade secrets of any third party, unless disclosure is permitted by such third party;
	9. it is financially capable of fulfilling all requirements of the Contract and that the Service provider is a validly organized entity that has the authority to enter into the Contract;
	10. it is not prohibited by any loan, contract, financing arrangement, trade covenant, or similar restriction from entering into the Contract;
	11. the prices, charges and fees to DOTP as contained in the Contract are at least as favourable as those offered by the Service provider to any of its other customers that are of the same or similar standing and situation as DOTP; and
	12. any misrepresentation by the Service provider amounts to a breach of Contract.
12. **INTELLECTUAL PROPERTY RIGHTS**
	1. DOTP retains all Intellectual Property Rights in and to DOTP Intellectual Property. As of the Effective Date, the Service provider 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 DOTP's Intellectual Property for the sole purpose of providing the Products or Services to DOTP pursuant to this Contract; provided that the Service provider must not be permitted to use DOTP's Intellectual Property for the benefit of any entities other than DOTP without the written consent of DOTP, which consent may be withheld in DOTP's sole and absolute discretion. Except as otherwise requested or approved by DOTP, which approval is in DOTP's sole and absolute discretion, the Service providermust cease all use of DOTP's Intellectual Property, at of the earliest of:
		1. termination or expiration date of this Contract;
		2. the date of completion of the Services; and
		3. the date of rendering of the last of the Deliverables.
	2. If so required by DOTP, the Service provider must certify in writing to DOTP that it has either returned all DOTP Intellectual Property to DOTP or destroyed or deleted all other DOTP Intellectual Property in its possession or under its control.
	3. DOTP, at all times, owns all Intellectual Property Rights in and to all Bespoke Intellectual Property.
	4. Save for the license granted in terms of this Contract, the Service provider 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.
13. **TARGETED PROCUREMENT/TRANSFORMATION**

This tender/bid shall be for the participation of both the SMME (EME/QSE) and large entities and preference will be given to suppliers based in Western Cape.

 (i) First Preference will be given to SMME (EME/QSE) which are at least 51% black owned with a B -BBEE status Level One (1) or Two (2)

(ii) Second Preference will for all SMMEs (EME & QSE) irrespective of black ownership percentage.

(iii) If no SMMEs qualifies the tender/bid will be allocated to qualifying B-BBEE compliant entity that have a B-BBEE status level of at least a Level (6)

1. **SERVICE PROVIDERDUE DILIGENCE**

DOTP reserves the right to conduct service providerdue 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.

## 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 8.2 above by -
	1. Indicating with an “X” in the “DO NOT ACCEPT ALL” column, and;
	2. 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:Condition Reference:Reason:Proposal: |

* 1. COSTING AND PRICING

# COSTING AND PRICING

## COSTING AND PRICING EVALUATION

1. In terms of Preferential Procurement Policy Framework Act (PPPFA), the following preference point system is applicable to all Bids:
	1. 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
	2. 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 **80/20**, subject to the following conditions –
	1. 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
	2. 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 9.4 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.

## 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**
	1. All quoted prices are the total price for the entire scope of required services and deliverables to be provided by the bidder.
	2. The cost of delivery, labour, S&T, overtime, etc. must be included in this bid.
	3. All additional costs must be clearly specified.
3. **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 AA | R16,40 |
| 1 Euro | R16,82 |
| 1 Pound | R20,07 |

## BID PRICING SCHEDULE

Note: Bidders will complete the bid pricing schedule in the Excel spreadsheet format provided and include this as part of the hard copy submission documents and on the memory stick/USB to be submitted Refer to section 9.

**SITA reserves the right to negotiate pricing with the successful bidder prior to the award as well as envisaged quantities**.

## 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 9.2 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 9.2 above by -
	1. Indicating with an “X” in the “DO NOT ACCEPT ALL” column, and;
	2. 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. |

* 1. Terms and definitions

# ABBREVIATIONS

(Add all abbreviations used throughout the document, see below example)

PPPFA Preferential Procurement Policy Framework Act

DOTP Department of the Premier

SITA State Information Technology Agency

WCED Western Cape Education Department

GIS Geographic Information System

CEMIS Centralized Education Management Information System

LURITS Learner Unique Record Information Tracking System

DMIS District Management Information System

PMPS People Management Practices System

APP Annual Performance Plan

SNE Special Needs Education

WCG Western Cape Government

IT Information Technology

B-BBEE Broad-Based Black Economic Empowerment

|  |  |
| --- | --- |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |

1. BIDDER SUBSTANTIATING EVIDENCE

# 11.0 MANDATORY REQUIREMENT EVIDENCE

## ****BIDDER CERTIFICATION / AFFILIATION REQUIREMENTS****

Attach valid certification from TIBCO Software Inc. under this section.

## ****BIDDER EXPERIENCE AND CAPABILITY REQUIREMENTS****

Complete table below, noting that:

* 1. Bidder must provide references from at least three (3) customers to whom at least one (1) project each for the Development, consulting, and support for WebFOCUS application tool; and
	2. Project end-date must be current or not older than 5 years from date this bid is advertised,
	3. Scope of work must be related.

Table 1: References

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **No** | **Company name** | **Reference Person Name, Tel and/or email** | **Project Scope of work**  | **Project Start and End-date** |
| 1 | <Company name> | <Person Name><Tel><email> | < Provide the details of the scope of work done>  | Start Date:End Date: |
| 2 | <Company name> | <Person Name><Tel><email> | < Provide the details of the scope of work done> | Start Date:End Date: |
| 3 | <Company name> | <Person Name><Tel><email> | < Provide the details of the scope of work done> | Start Date:End Date: |
| 4 |  |  |  |  |
| 5 |  |  |  |  |

## ****PRODUCT** / **SERVICE FUNCTIONAL REQUIREMENT****

(The bidder must submit the relevant evidence supporting the above requirement)

# ANNEX C: ADDENDUM 1

**NB: The bidder must confirm that they comply with the following Technical Mandatory Functional Requirements as indicated below as this will be legal contractual binding:**

|  |  |
| --- | --- |
| 1. PRODUCT OR SERVICE FUNCTIONAL REQUIREMENT:
 | Procure a service for: * Development;
* Consulting; and
* support for the WCED’s) WebFOCUS application tool

for a period of three (3) years (36 months)  |

I, the bidder (Full names) …………………………………………………………. representing (company name)…………………………………………………………….. Hereby confirm that I comply with the above Technical Mandatory Requirements and understand that it will form part of the contract and is legally binding.

Thus done and signed at ……………………………………... On this………day of……………...….20….

……………………………….

Signature

Designation: