**BID SPECIFICATION**

COVER PAGE (SUMMARY)

**Annexure 1: Bid Specification****: Procurement Of Support And Maintenance Services For The KwaZulu-Natal Department Of Treasury On The Leave System For A Period Of Thirty-Six (36) Months**

**TECHNICAL, PRICING AND PREFERENCE POINTS REQUIREMENTS**

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1. INTRODUCTION

# PURPOSE AND BACKGROUND

## PURPOSE

The purpose of this request is to invite Suppliers (hereinafter referred to as “bidders”) to submit bids for the “Procurement of Support and Maintenance Services for KZN Treasury on the Leave system for a period of 36 months”.

## BACKGROUND

KZN Treasury implemented the online Leave System a number of years back in order to improve monitoring, control and adhere to leave policies, processes and procedures. The system was developed using process flow solutions and built on the MS Sql database and K2 BlackPearl technology.

The system is interfaced with PERSAL for reconciliation of leave between the two systems. The online Leave System was supported through an outsourced maintenance and support service managed through a service level agreement.

# SCOPE OF BID

# SCOPE OF WORK

The scope entails keeping the system running effectively and supporting the users and to ensure return on investment resulting in the following:

1. Perform the system upgrades;
2. Maintain, test and implement system changes onto the existing platform guided by the requirements of the department (Support and Maintenance services);
3. Application administrative and monitoring;
4. Server application software management;
5. Implement security measures for safeguarding of the information and the application;
6. License management services (K2);
7. Report services;
8. Management services (Service Delivery management)

# DELIVERY ADDRESS

The goods or services must be supplied or provided at KZN Treasury, Pietermaritzburg.

# CUSTOMER INFRASTRUCTURE AND ENVIRONMENT

KNZ Treasury is seeking a service provider for the procurement of support and maintenance for the Leave system within the following:

1. The above may be required on site as when necessary at either of the Pietermaritzburg offices.
2. Work hours of the client are Monday to Friday between 07:30 and 16:00.
3. The current environment consists of approximately 550 users.
4. The technology is a K2 platform with Sql.

# 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** |
| Stage 1 | Administrative pre-qualification verification | YES |
| Stage 2 | Technical Mandatory requirement evaluation | YES |
| Stage 3 | Special Conditions of Contract verification | YES |
| Stage 4 | Costing /preference points 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.
2. 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, two copies on a memory stick.
2. **Attendance of briefing session**: Non-compulsory virtual briefing session
3. **Registered Supplier.** The bidder is, in terms of National Treasury Instruction Note 3 of 2016/17, registered as a Supplier on National Treasury Central Supplier Database (CSD).

   2. TECHNICAL MANDATORY, FUNCTIONALITY AND PROOF OF CONCEPT REQUIREMENTS

# TECHNICAL MANDATORY

## INSTRUCTION AND EVALUATION CRITERIA

1. The bidder **must comply with ALL the requirements as per section 7.2 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 7.3 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 ACCREDITATION/ AFFILIATION REQUIREMENT**   The bidder must be an accredited Value-Added Reseller (VAR) or an accredited delivery partner of K2 Partner Program. | |  | | Attach to ANNEX B a copy of documentation (valid certificate, license or letter) from the OEM/OSM (K2) as evidence that the bidder is accredited as VAR or delivery partner of K2 Partner Program. | <provide unique reference to locate substantiating evidence in the bid response – see Annex B 11.1 |
| **2. BIDDER EXPERIENCE AND CAPABILITY**  The bidder must have provided K2 Support and Implementation services to at least one (1) customer within the last five (5) years. | Provide reference details for a customer to whom the K2 Support and Implementation services were delivered in the last five (5) years. | <provide unique reference to locate substantiating evidence in the bid response – see Annex B 11.2 |
| **3. PRODUCT / SERVICE FUNCTIONAL REQUIREMENT**  **The bidder must confirm compliance to the functional Service requirements for the supply of the maintenance and support on the leave system.** | The bidder must confirm that they  comply with the Service  Functional Requirements by  Completing Annex C: Addendum 1. | <provide unique reference to locate substantiating evidence in the bid response – see Annex B 11.3 |

**NOTE: SITA reserves the right to verify the information provided for the above requirements**

## 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 7.2 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 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 –
   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 Supplier must enter into a formal written Contract (Agreement) with SITA .**
   2. **Right of Award.** SITA reserves the right to award the contract for required goods or services to multiple Suppliers.
   3. **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:

Natalia Building, Pietermaritzburg.

1. **SCOPE OF WORK AND DELIVERY SCHEDULE**

**The supplier must execute the Scope of Work described in Section 2.1**

| **WBS** | **Statement of Work** | **Delivery Timeframe** |
| --- | --- | --- |
|  | Application Support and Maintenance Services including system upgrades | For duration of contract |
|  | Application Administration and Monitoring Services | For duration of contract |
|  | Server Application Software Management | For duration of contract |
|  | Security and License Management | For duration of contract |
|  | Reporting and service delivery management | For duration of contract |

1. **SERVICES AND PERFORMANCE METRICS**
2. All deliverables/ services based on user acceptances. Timeframes will be determined per task/ deliverable with the successful bidder.
3. Payment will be based on signed off tasks/ deliverables.
4. **CERTIFICATION, EXPERTISE AND QUALIFICATION**
5. **The Supplier 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.**
6. 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. 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;
8. **LOGISTICAL CONDITIONS**
   1. **Hours of work**. 08:00 to 16:30
   2. 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.
   3. **Tools of Trade**. The Supplier must provide its own tools.
9. **REGULATORY, QUALITY AND STANDARDS**
   1. **The Supplier must for the duration of the contract ensure compliance with ISO/IEC Quality Standards.**
      1. **C0504 Relational DB Access: C050401-Strutured Query Language (SQL) 2011 ISO 9075**
      2. **C0508 Browser Scripting: C050801-JavaScript (ECMAScript Language Specification) ECMA 262**
      3. **The Supplier must for the duration of the contract ensure compliance with Protection of Personal Information Act (POPIA) compliance is required**
10. **PERSONNEL SECURITY CLEARANCE**
    1. **Company security screening: The supplier may be required to undergo a company security screening conducted by the State Security Agency (SSA). Should the SSA find the supplier not suitable after the conduct of the security screening, the business relationship will be terminated. The following documentation will be required for the company security screening process to be conducted:**
       1. Copy of company registration documentation;
       2. Copy(ies) of identity documentation of Director(s), Member(s) or Trustee(s);
       3. Copy of valid tax clearance certificate.
    2. **Security suitability check for individuals: SITA may, at its own discretion and in line with its policies and procedures, require employees of the supplier to be subjected to a security suitability check before commencement of a project or delivering of a service. The security suitability check is conducted by SITA in order to ensure that individuals meet the minimum security requirements and also to verify personal information. The supplier will be required to replace any employee(s) who is found to be not suitable after the conduct of the security screening. The following documentation will be required for the security suitability check:**
       * + 1. Copy of identity document;
       1. Copy(ies) of qualification(s) if SITA requires verification thereof;
       2. Fingerprints – will be taken electronically;
       3. Signed consent form for the conduct of background checks.
    3. **Security clearance: A security clearance, issued by either the SSA or Defence Intelligence (DI) is required if any employee of the supplier will have or may gain access to classified information throughout the duration of the project or in the process of delivering a service. The level of security clearance required – Confidential, Secret or Top Secret, will be determined at the sole discretion of SITA. The supplier will have to replace any employee who do not qualify for a security clearance or is found not suitable by the SSA or DI. The following documentation will be required for the security clearance process:**
       * + 1. Completed Z204 or DD1057 security clearance application form;
       1. Fingerprints;
       2. Personal documentation of the applicant, including but not limited to, identity document, passport, marriage certificate (if applicable), divorce order (if applicable), qualifications, salary advice and bank statements.
11. **CONFIDENTIALITY AND NON-DISCLOSURE CONDITIONS**
12. **The Supplier, including its management and staff, must before commencement of the Contract, sign a non-disclosure agreement regarding Confidential Information.**
13. 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;
    10. 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;
    11. 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;
    12. 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.
14. **GUARANTEE AND WARRANTIES****.** The Supplier warrants that:
    1. SITA’s use of the Product and Manuals supplied in connection with the Contract does not infringe any Intellectual Property Rights of any third party;
    2. the information disclosed to SITA does not contain any trade secrets of any third party, unless disclosure is permitted by such third party;
    3. 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;
    4. it is not prohibited by any loan, contract, financing arrangement, trade covenant, or similar restriction from entering into the Contract;
    5. the prices, charges and fees to SITA 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 SITA; and
    6. any misrepresentation by the Supplier amounts to a breach of Contract.
15. **INTELLECTUAL PROPERTY RIGHTS** 
    1. 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:
       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 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.
    3. SITA, 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 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.
16. **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.

## DECLARATION OF ACCEPTANCE

|  | **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 PREFERENCE

# COSTING AND PREFERENCE

# COSTING AND PREFERENCE EVALUATION

1. In terms of the SITA Preferential Procurement Policy (PPP), 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. The Applicable Preference Point system for this tender is the **80/20** preference point system.
3. Points for this tender shall be awarded for:
   1. Price; and
   2. Preference points for specific goals.
4. The maximum points for this tender will be allocated as follows, subject to par.2.

**Table: Points allocation**

|  |  |
| --- | --- |
| **Description** | **Points** |
| Price | **80** |
| Preference points for specific goals | **20** |
| Total points for Price and preference points for specific goals | 100 |

## COSTING AND PRICING CONDITIONS

1. **SOUTH AFRICAN PRICING**

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

1. **TOTAL PRICE**
   1. 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:
   2. All quoted prices are the total price for the entire scope of required services and deliverables to be provided by the bidder.
   3. The cost of delivery, labour, S&T, overtime, etc. must be included in this bid.
   4. All additional costs must be clearly specified.
   5. SITA reserves the right to: negotiate pricing with the successful bidder prior to the award as well as envisaged quantities.
   6. 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.
   7. The bidder must complete the declaration of acceptance as per **section 9.3** 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.
2. **RATE OF EXCHANGE PRICING INFORMATION**
3. **Local Price** means the portion of the TOTAL price that is NOT dependent on the Foreign Rate of Exchange (ROE) and;
4. **Foreign Price** means the portion of the TOTAL price that is dependent on the Foreign Rate of Exchange (ROE).
5. **Exchange Rate** means the ROE (ZA Rand vs foreign currency) as determined at time of bid.
6. **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 | R 18,14 |
| 1 Euro | R 19,84 |
| 1 Pound | R 23,20 |

## 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. | | |

## PREFERENCE REQUIREMENTS

# 9.4.1 INSTRUCTION AND POINT ALLOCATION

1. **The bidder must complete in full all the PREFERENCE requirements.**
2. **Allocation of points per requirements:** The points allocation of bidders’ responses to the requirements will be determined by the completeness, relevance and accuracy of substantiating evidence.
3. Points will be allocated for each **PREFERENCE requirement** as per the criteria set in each section in the **table 1** below.
4. **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**.
5. **Preference Goal Requirements:**
   1. The applicable Preference Point system for this tender and points claimed is **80/20.**
   2. The specific Preferential Goal Requirements for this tender is indicated in **table 1** below.
   3. The Bidder must complete the **80/20** preference point system and submit proof or documentation required in terms of this tender.
   4. The Bidder **must** indicate their commitment to claim points for each of the preference points **by signing at par. 4.5 in the Invitation to Bid document**.
   5. Failure on the part of a bidder to submit proof or documentation required or to comply to paragraph (d) 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.
   6. Failure on the part of a bidder to submit proof or documentation required 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.
   7. 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.
   8. 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.
   9. **Performance of Preference Goal Requirements will be determined annually**. Bidders must submit their Preference status report indicating progress against the Bidder’s Preferential commitments within 30 days of the yearly anniversary of the contract.
   10. Bidders need to keep auditable substantive records / evidence and upon request by **SITA** must be made available for audit and, or due diligence purposes.
   11. **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.
   12. **SITA reserves the right to** verify information / evidence provided by the Bidder.
   13. **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 (f), (g) and (h) above.**

**Table 1: Preference Goal Requirements**

|  |  |  |  |
| --- | --- | --- | --- |
| **Preferential Goal Requirements** | **Preferential Goal Requirements for (80/20) system** | | |
| **Preferential Goal Requirements allocated for this tender** | **Number of points allocated (80/20) 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 tables below must be completed and points will be allocated based on the evidence required below for the **(80/20) system** | **Evidence reference for the  (80/20) system** |
| **BBBEE:** | **20,0** |  | |
| The allocation of points for bidders that meet a certain **B-BBEE level** as defined in the Broad-Based Black Economic Empowerment Act; | 20,0 | **Evidence:** The Bidder must provide a copy of relevant proof of B-BBEE status level of contributor level as defined in the Broad-Based Black Economic Empowerment Act.  **Points allocation:** Points will be allocated in line with the BBBEE table 1 in section 9.4.1. | <provide unique reference to locate (80/20) system substantiating evidence in the bid response – Annex B, section 11> |
| **Total Point Allocation:** | **20,0** |  | |

**Table 2: B-BBEE Points as part of the Preference Goal requirements.**

| **B-BBEE Status Level of Contributor** | **Number of points**  **(80/20 system)** |
| --- | --- |
| **Max # Points allocated for BBBEE as part of Total Points allocated** | **20** |
| 1 | 20 |
| 2 | 18 |
| 3 | 14 |
| 4 | 12 |
| 5 | 8 |
| 6 | 6 |
| 7 | 4 |
| 8 | 2 |
| Non-compliant contributor | 0 |

* 1. Terms and definitions

# ABBREVIATIONS

ICT Information and Communication Technology

IT Information Technology

**OEM Original Equipment Manufacturer**

URL Uniform Resource Locator

SCC special conditions of contract

OSM Original Software Manufacturer

COO Chief Financial Officer

B-BBEE Broadcast-Based Black Economic Empowerment

**ISO/IEC International Organization for Standardization /International Electronica Commission**

**POPIA Protection of Personal Information Act**

SITA State Information Technology Agency

SBS Service Breakdown Structure

GCC General Conditions of Contract

SCC Special Conditions of Contract

OS Operating system

MS Microsoft

VAR Value-Added Reseller

ANNEX B: BIDDER SUBSTANTIATING EVIDENCE

# MANDATORY REQUIREMENT EVIDENCE

# BIDDER ****ACCREDITATION/AFFILLIATION REQUIREMENTS****

Attach a copy of documentation (valid certificate, license or letter) from the OEM/OSM (K2) as evidence that the bidder is accredited as VAR (Value-Added Reseller) or delivery partner of K2 Partner Program.

* 1. **BIDDER EXPERIENCE AND CAPABILITY REQUIREMENTS**

Complete table below, noting that:

1. Provide reference from a customer to whom the K2 Support and Implementation services were delivered in the last 5 years.
2. Project end-date must not be older than 5 years from date this bid is advertised,
3. Scope of work must be related.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Table 1: References | **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 details of the project scope for k2 Support and Implementation services that was delivered in the last 5 years. | Start Date:  End Date: |

* 1. **PRODUCT** / **SERVICE FUNCTIONAL REQUIREMENT**

The bidder must confirm that they comply with the Service Requirements by completing Annex C: Addendum 1.

* 1. **PREFERENTIAL GOAL REQUIREMENTS**

The Bidder **must**:

* 1. **Preference Goal Requirements: (80/20 system)**
     1. Provide a copy of relevant proof of B-BBEE status level of contributor as defined in the Broad-Based Black Economic Empowerment Act as set out in **table 1** in section 8.4.1 and **attach it here**.

**and,**

* 1. Indicate their **commitment** to claim points for each of the preference points **by signing at par 4.5 in the Invitation to Bid document**.

**NOTE (1):**

**Failure on the part of a bidder to comply to paragraphs (a) and (b) above, will be interpreted to mean that preference points are not claimed.**

**ANNEX C: ADDENDUM 1**

The bidder must confirm that they comply with the following Technical Mandatory Functional

Requirements as indicated below as this will be legal contractually binding:

|  |  |  |
| --- | --- | --- |
| **#** | **Service Requirements** | **Indicate**  **Comply=Yes /**  **Not Comply =No** |
|  | Perform the system upgrades |  |
|  | Maintain, test and implement system changes onto the existing platform guided by the requirements of the department (Support and Maintenance services) |  |
|  | Server application software management |  |
|  | Application administrative and monitoring |  |
|  | Implement security measures for safeguarding of the information and the application |  |
|  | License management services (K2) |  |
|  | Report services |  |
|  | Management services (Service Delivery management) |  |

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.