

**STATE INFORMATION TECHNOLOGY AGENCY (SOC) LTD**

Registration number 1999/001899/30

**BID SPECIFICATION**

|  |  |
| --- | --- |
| **RFB NO:** | **RFB 2673-2022** |
| **DESCRIPTION** | **REQUEST TO PROCURE AN ONLINE SEARCH ENGINE TO SOURCE POTENTIAL CANDIDATES FOR EXISTING POSITIONS WITHIN SITA FOR A PERIOD OF 36 MONTHS.** |
| **PUBLICATION DATE:** | **14 OCTOBER 2022** |
| **COMPULSORY BRIEFING SESSION** | **DATE: 20 OCTOBER 2022**  **TIME: 10:00 AM (SOUTH AFRICAN TIME)**  **LINK:** [**Click here to join the meeting**](https://teams.microsoft.com/l/meetup-join/19%3ameeting_ZTYyOWM4ZWMtMzYzOS00ZjQ1LWFhODYtYWQxNGViMWMxZWM5%40thread.v2/0?context=%7b%22Tid%22%3a%2248cd5724-88c7-48c3-a665-945436edd7fc%22%2c%22Oid%22%3a%22ad5df27b-2ce2-46d8-83dd-e0513d35f68f%22%7d) |
| **CLOSING DATE FOR QUESTIONS / QUERIES** | **27 OCTOBER 2022**  **TIME: 16: 30 PM** |
| **RFB CLOSING DETAILS** | **DATE: 04 NOVEMBER 2022**  **TIME: 11:00 (SOUTH AFRICAN TIME)** |
| **RFB VALIDITY PERIOD** | **120 DAYS FROM THE CLOSING DATE** |

**PROSPECTIVE BIDDERS MUST REGISTER ON NATIONAL TREASURY’S CENTRAL SUPPLIER DATABASE PRIOR TO SUBMITTING BID**

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1. INTRODUCTION

# PURPOSE AND BACKGROUND

## PURPOSE

The purpose of this RFB is to invite recruitment suppliers (hereinafter referred to as “bidders”) to submit bids for the “Supply of Online Search Engine Service for a Period of 36 Months”.

## BACKGROUND

SITA has numerous vacancies and additional vacancies are created on an ongoing basis through business growth and replacements due to attrition. SITA is currently using the website as the main sourcing channel and in exceptional cases print media and recruitment agencies to source potential candidates.

This limits the sourcing channels resultant in longer turnaround times and low hit rate, as SITA attracts only applicants that are exposed and/or know the SITA brand. It is therefore critical to bolster the current sourcing channels in order to improve the turnaround times, hit rate, save costs as a result of open vacancies and ultimately improve customer service and satisfaction.

# SCOPE OF BID

## SCOPE OF WORK

The solution to be offered by the Service Provider must provide:

* 1. Accessibility on mobile devices;
  2. Accessibility on online platforms;
  3. Social media presence or visibility on social media;
  4. Potential candidates to search for jobs;
  5. A searchable CV database of candidates;
  6. A built-in application tracking system;
  7. Response handling;
  8. Exposure of the SITA brand nationally, positions to be visible to applicants under the SITA logo (Logo to be provided by SITA);
  9. An annual contract with 22 unlimited login access.

1. **SERVICE DELIVERY SCHEDULE AND PERFORMANCE METRICS**

The successful bidder to ensure that the users are trained informally within a month of being awarded the contract and immediate access to the online search engine. Physical, remote training and support should be provided as and when required.

## DELIVERY ADDRESS

| **No** | **Physical Address** |
| --- | --- |
| **Gauteng** | |
| 1 | 459 Tsitsa Street, Erasmuskloof, Pretoria, 0048 |

# REQUIREMENTS

## PRODUCT/ SERVICE / SOLUTION REQUIREMENTS

1. Accessibility on mobile devices;
2. Accessibility on online platforms;
3. Social media presence or visibility on social media;
4. Potential candidates to search for jobs;
5. A searchable CV database of candidates;
6. A built-in application tracking system;
7. Response handling;
8. Exposure of the SITA brand nationally, positions to be visible to applicants under the SITA logo (Logo to be provided by SITA);
9. An annual contract with 22 unlimited login access;

# 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 | Technical Functionality requirement evaluation | Yes |
| Stage 4 | Technical Proof of Concept requirement evaluation | Yes |
| Stage 5 | Special Conditions of Contract verification | Yes |
| Stage 6 | 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.
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, one copy and two copies on memory stick / USB.
2. **Attendance of a briefing session:** Physical Compulsory Briefing session
3. **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).

# TECHNICAL MANDATORY REQUIREMENTS

## 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 EXPERIENCE AND CAPABILITY REQUIREMENTS**   The bidder must have provided Online Search Engine Services to at least 1 customer with a headcount of 2000 (minimum) employees during the past five (5) years. | Provide reference details of a customer to whom the Online Search Engine Service with a headcount of 2000 (minimum) employees was delivered during the past five (5) years.  **Note:** SITA reserve the right to verify information provided. | <provide unique reference to locate substantiating evidence in the bid response – see Annex B 11.1 |
| 1. **PRODUCT OR SERVICE TECHNICAL REQUIREMENTS**   The bidder must confirm compliance to the service requirements for the Online Search Engine. | The bidder must confirm that they comply with the service requirements by completing Annex: C (Addendum: 1). | <provide unique reference to locate substantiating evidence in the bid response – see Annex B 11.2 |

## 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. |  |  |

# 

# TECHNICAL FUNCTIONALITY EVALUATION REQUIREMENTS

## INSTRUCTION AND EVALUATION CRITERIA

* 1. The bidder **must complete in full all the TECHNICAL FUNCTIONALITY requirements**.
  2. The bidder **must provide a unique reference number** (e.g. binder/folio, chapter, paragraph, page) to locate substantiating evidence in the bid response. During the evaluation, SITA reserves the right to treat substantiation evidence that cannot be located in the bid response, as “NOT COMPLY”.
  3. Evaluation per requirement. The evaluation (scoring) of bidders’ responses to the requirements will be determined by the completeness, relevance and accuracy of substantiating evidence. Each TECHNICAL FUNCTIONALITY requirement will be evaluated using a rating scale of 0 - 5:

|  |  |
| --- | --- |
| **Evaluation criteria** | **Score** |
| Irrelevant (does not meet any requirement or no substantiation) | **0** |
| Good (meets minimum requirements) | **3** |
| Excellent (far exceeds minimum requirements) | **5** |

* 1. The functionality will be evaluated by conducting the following two (2) consecutive independent stages in the tender processes (choose one that is applicable).
  2. Desktop Evaluation of TECHNICAL FUNCTIONALITY REQUIREMENTS (Stage 2B)
  3. Evaluation of the technical Proof of Concept (Stage 2C)
  4. **The weighting of requirements:** The score for the desktop evaluation of TECHNICAL FUNCTIONALITY REQUIREMENTS will be calculated as follows:

1. Each Bidder will be evaluated on each individual requirement as indicated in the tables in paragraphs 7.2 below.
2. The value scored for each requirement will be multiplied with the specified weighting for the relevant requirement to obtain the percentage achieved for each requirement.

|  |  |  |
| --- | --- | --- |
| **No.** | **Technical Non -mandatory requirements** | **Weighting** |
| 1 | Accessible online 24 hours | 30% |
| 2 | Allow potential candidates to search for jobs | 20% |
| 3 | Searchable database of CVs of potential candidates | 20% |
| 4 | Response handling | 10% |
| 5 | Allows for SITA branded advertisements | 10% |
| 6 | Reporting capability or dashboard | 10% |
| TOTAL | | **100 %** |

| ***TECHNICAL FUNCTIONALITY MANDATORY REQUIREMENTS*** | ***Substantiating evidence of compliance***  *(used to evaluate bid)* | *Weighting*  *%* | ***Evidence reference***  *(to be completed by bidder)* |
| --- | --- | --- | --- |
| **BIDDER EXPERIENCE AND CAPABILITY REQUIREMENTS** | | | |
| 1. Accessible online. | The bidder should provide screenshots and a step by step process guideline on how to access the system – the required screenshot should be from their official website displaying their uniform resource locater (URL).  ***Evaluation:***  0 = No screenshots/step by step process guidelines provided displaying the URL.  3 = Screenshots provided without step by step guidelines displaying the URL.  5 = Screenshots and step by step guidelines provided displaying the URL. | 30 | <provide unique reference to locate substantiating evidence in the bid response see Annex B, section 12> |
| 1. Allow potential   candidates to search for jobs. | The bidder should provide screenshots and a step by step process guideline on how to search for jobs on the system – the required should be from their official website displaying their uniform resource locater (URL).  ***Evaluation:***  0 = No screenshots/ step by step process guidelines provided displaying the URL.  3 = Screenshots provided without step by step guidelines displaying the URL.  5 = Screenshots and step by step guidelines provided displaying the URL. | 20 | <provide unique reference to locate substantiating evidence in the bid response see Annex B, section 12> |
| 1. Searchable database of CVs of potential candidates. | The bidder should provide screenshots and a step by step process guideline on how to search for CV’s of potential candidates on the system – the required should be from their official website displaying their uniform resource locater (URL).  ***Evaluation:***  0 = No screenshots / step by step process guidelines provided displaying the URL.  3 = Screenshots provided without step by step guidelines displaying the URL.  5 = Screenshots and step by step guidelines provided displaying the URL. | 20 | <provide unique reference to locate substantiating evidence in the bid response see Annex B, section 12> |
| 1. Response handling. | The bidder should provide screenshots and a step by step process guideline demonstrating response handing on the system - the required should be from their official website displaying their uniform resource locater (URL).  ***Evaluation:***  0 = No screenshots/step by step process guidelines provided displaying the URL.  3 = Screenshots provided without step by step guidelines displaying the URL.  5 = Screenshots and step by step guidelines provided displaying the URL. | 10 | <provide unique reference to locate substantiating evidence in the bid response see Annex B, section 12> |
| 1. Allows for SITA branded advertisements. | The bidder should provide screenshots of an advertisement for an existing client displaying the client’s logo on their system - the required should be from their official website displaying their uniform resource locater (URL).  ***Evaluation:***  0 = No screenshots of an advertisement for an existing client displaying the client’s logo on their system.  3 = Screenshots of an advertisement with an existing client on the URL was provided without the client’s logo.  5 = Screenshots of an advertisement for an existing client displaying the client’s logo on the URL was provided. | 10 | <provide unique reference to locate substantiating evidence in the bid response see Annex B, section 12>– |
| 1. Reporting capability or dashboard. | The bidder should provide screenshots demonstrating the capabilities of generating weekly or monthly reports on the system.  ***Evaluation:***  0 = No screenshots demonstrating the capabilities of generating weekly or monthly reports on the system were provided.  3 = Screenshots demonstrating the capabilities of generating weekly or monthly reports provided without URL.  5 = Screenshots demonstrating the capabilities of generating weekly or monthly reports on the system were provided with URL. | 10 | <provide unique reference to locate substantiating evidence in the bid response see Annex B, section 12> |

* 1. **Minimum threshold**. The individual scores will be converted to a cumulative percentage and only those bidders that achieve or exceed the minimum threshold score of 60 **%** will be eligible to proceed to the Technical Proof of Concept requirement evaluation stage. ***No single category may score less than 60% of the required functionality.***
  2. SITA will inform the bidders about the logistical arrangements regarding PRESENTATION EVALUATIONS. Bidders must be prepared to present the product / solution/ service offering at the premises of SITA (in Pretoria), or at their own premises.
  3. **PRESENTATION/DEMONSTRATION /POC** 
     1. **INSTRUCTION AND EVALUATION CRITERIA**

1. Only those bids that successfully passed all of the previous evaluation stages will progress to this evaluation stage, namely Demonstration (Stage 2C).
2. The bidder will be required to do a demonstration of their proposed solution as per Stage 2 that contains the ability to support the business objectives in relation to the required technology infrastructure and the required components.
   * 1. The evaluation panel may request demonstration or explanation regarding any or all aspect of the technical Functionality requirements.
     2. **The POC will be evaluated using the same criteria as the above for Technical Functionality Evaluation Requirements**.

**Minimum threshold**. Only those bidders that achieve or exceed the minimum threshold score of **60 %** will be eligible to proceed to the next evaluation stage of Pricing and BBBEE. **No single category may score less than 60% of the required functionality.**

* 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. 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.

## 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 as indicated in Section 2.2, Delivery Address
3. **DELIVERY SCHEDULE**
   1. The scope of work (Section 2.1) and Section 3 (Requirements) must be completed within one month after the contract has been awarded.
   2. The Supplier is responsible to perform the work as outlined in the following Breakdown Structure (WBS):

| **WBS** | **Statement of Work** | **Delivery Timeframe** |
| --- | --- | --- |
|  | | |
|  | Issuing of 22 unlimited login access | Oct 2022 |
|  | Train all HR users to use the search engine | Oct 2022 |
|  | Reporting Monthly | Ongoing |
|  | Physical & remote support | Ongoing |

1. **SUPPLIER PERFORMANCE** 
   1. **System must be accessible 24/7 to both SITA users and applicants.**
   2. **Reports must be available monthly and when required.**
   3. **Support should be provided within 8 hours of logging a call.**
2. **SKILLS TRANSFER AND TRAINING**

The supplier must provide training to 22 users and allocate unlimited login access.

1. **REGULATORY, QUALITY AND STANDARDS**
2. **The Supplier must for the duration of the contract ensure compliance with Protection of Personal Information Act (POPIA).**
3. **The Supplier must for the duration of the contract ensure that the proposed product or solution conform with the Government Minimum Interoperability Standards (MIOS) attached as Appendix A.**
4. **PERSONNEL SECURITY CLEARANCE**
5. Company security screening: The supplier may be required to undergo a company security screening conducted by the State Security Agency (SSA).
6. 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.
7. 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:
8. Copy of identity document;
9. Copy(ies) of qualification(s) if SITA requires verification thereof;
10. Fingerprints – will be taken electronically;
11. Signed consent form for the conduct of background checks.
12. 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:
13. Completed Z204 or DD1057 security clearance application form;
14. Fingerprints;
15. 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.
16. **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.
17. **GUARANTEE AND WARRANTIES****.** The Supplier warrants that:
    1. The system accessibility and all related information shall be available for the duration of the contract.
    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 is in good working order, free from Defects in material and workmanship, and substantially conforms to the Specifications, for the duration of the Warranty period;
    4. during the Warranty period any defective item or part component of the Product be repaired or replaced within 3 (three) days after receiving a written notice from SITA;
    5. the Products is maintained during its Warranty Period at no expense to SITA;
    6. the Product possesses all material functions and features required for SITA’s Operational Requirements;
    7. the Product remains connected or Service is continued during the term of the Contract;
    8. all third-party warranties that the Supplier receives in connection with the Products including the corresponding software and the benefits of all such warranties are ceded to SITA without reducing or limiting the Supplier’s obligations under the Contract;
    9. 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;
    10. SITA 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;
    11. any Product sold to SITA after the Commencement Date of the Contract remains free from any lien, pledge, encumbrance or security interest;
    12. 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;
    13. the information disclosed to SITA does not contain any trade secrets of any third party, unless disclosure is permitted by such third party;
    14. 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;
    15. it is not prohibited by any loan, contract, financing arrangement, trade covenant, or similar restriction from entering into the Contract;
    16. 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
    17. any misrepresentation by the Supplier amounts to a breach of Contract.
18. **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.
    5. Provide SITA with the compliant safety file.
19. **COUNTER CONDITIONS**

Bidders’ attention is drawn to the fact that amendments to any of the Bid Conditions or setting of counter conditions by bidders may result in the invalidation of such bids.

1. **FRONTING**

(a) SITA real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background the SITA/WCED any form of fronting.

(b)SITA in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry/investigation, the onus will be on the bidder / contractor to prove that fronting does not exist. Failure to do so within a period of 14 days from date of notification may invalidate the bid / contract and may also result in the restriction of the bidder/contractor to conduct business with the public sector for a period not exceeding ten (10) years, in addition to any other remedies SITA may have against the bidder/contractor concerned.

1. **BUSINESS CONTINUITY AND DISASTER RECOVERY PLANS**

The bidder confirms that they have written business continuity and disaster recovery plans that define the roles, responsibilities and procedures necessary to ensure that the required services under this bid specification is in place and will be maintained continuously in the event of a disruption to the bidder’s operations, regardless of the cause of the disruption.

1. **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 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).

1. **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.

## 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.

**NB: 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

BBBEE Broad Based Black Economic Empowerment

CSD Central Supplier Database

PPPFA Preferential Procurement Policy Framework Act

RFB Request for Bid

SCM Supply Chain Management

SITA State Information Technology Agency

SLA Service Level Agreement

SMME Small Medium Micro Enterprise

SRM Stakeholder Relationship Management

URL Uniform Resource Locater (URL)

CV Curriculum Vitae

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1. BIDDER SUBSTANTIATING EVIDENCE

# 11. MANDATORY REQUIREMENT EVIDENCE

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

Complete table below, noting that:

1. Provide reference details of a customer to whom the online search engine service with a headcount of 2000 (minimum) employees was delivered during the past five (5) years.

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 details of the project where the Online Search Engine Service with a headcount of 2000 (minimum) employees was delivered during the past five (5) years. | Start Date:  End Date: |

## TECHNICAL FUNTIONALITY REQUIREMENT EVIDENCE

The bidder must confirm that they comply with the service functional requirements by completing Annex: C (Addendum: 1).

1. **TECHNICAL FUNCTIONAL REQUIREMENT EVIDENCE**

The bidder must attach the substantiating evidence for the Technical Functionality Requirements as indicated in section 7.1 here.

**ANNEX C: ADDENDUM 1**

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

|  |  |  |
| --- | --- | --- |
| **#** | **Service Requirements** | **Indicate**  **Yes= Comply/**  **No= Not comply** |
|  | The search engine accessible online 24 hours |  |
|  | Allow potential candidates to search for jobs |  |
|  | Searchable database of CVs of potential candidates |  |
|  | Response handling in line with advertised jobs |  |
|  | Allows for SITA branded advertisements |  |
|  | Reporting capability or dashboard |  |

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: