



**Bid Specification**

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| --- | --- |
| **RFB No:** | RFA 928-2025 |
| **Description** | Appointment of service providers to perform migration services of SITA clients’ applications, databases and servers to the Government Private Cloud Eco-system (GPCE) for a period of thirty-six (36) months |
| **Publication Date** | 15 October 2025 |
| **Closing Date for questions / queries** | 29 October 2025 |
| **Bid Response Submission Address** | Tender office  459 Tsitsa Street, Erasmuskloof, Pretoria, 0105 |
| **RFB Closing Details and Time** | **Date:**  10 November 2025  **Time:** 11:00 (South African Time) |

**Note:**

**1. Price & B-BBEE is not applicable for this bid.**

**2. Prospective Bidders Must Be Registered On National Treasury’s Central Supplier Database (CSD) Prior To Submitting Bids.**

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# Introduction

## Purpose

The purpose of this Request for Accreditation (RFA) is to invite Suppliers (hereinafter referred to as “bidders”) to submit bids for inclusion to a Replacement of Panel of Suppliers (RFA 928) to perform migration services of SITA clients’ applications, databases and servers to the Government Private Cloud Eco-system for a period not exceeding 36 months.

## Background

SITA’s mandate is to improve Government’s service delivery to the public through the provision of Information Technology, Information Systems and related services in a secure environment and to promote efficiencies through the use of Information Technology. This includes providing efficient and value-added Information, Communication and Technology (ICT) services to the Public sector in a secure, cost effective and integrated manner, contributing to service delivery and citizen convenience. This further includes a mandate and imperative to ensure the elimination of unnecessary duplication and ensure standardisation of the ICT landscape within government.

Many of SITA’s clients are now hosting their applications on the cloud. This has necessitated the establishment of the Government Private Cloud Eco-System (GPCE); which will ultimately enable SITA to offer a managed cloud hosting service to its customers. However, SITA is in the process of establishing the capability to successfully migrate and/or on-board such clients onto the various cloud variants within the GPCE. SITA intends to appoint a panel of bidders to migrate/on-board such clients, either from other public cloud infrastructures or on-premise traditional or cloud infrastructures, onto the GPCE.

It is against this background that this RFA is inviting bids from interested industry players that have the relevant expertise and experience to do their own due diligence in terms of the requirements to successfully migrate/on-board SITA’s clients onto the SITA GPCE, and then successfully execute the migration to the GPCE.

### Government Private Cloud Eco-System (GPCE)

The state of the State Information Technology Agency (SITA) datacentre facilities in 2017 provided SITA with the ideal opportunity to re-engineer the entire environment into a modern state-of-the-art facility that includes the introduction of cloud principles as articulated in the SITA Cloud Strategy. The GPCE comprises of the following cloud variants:

1. A **Private On-Premise Government Cloud (GPC)** which has been established within the SITA data centres and will be mainly used for the deployment of sensitive workloads;
2. Multiple **Private On-Premise Original Equipment Manufacturer (OEM) Clouds** which has been/will be established within the SITA data centres for the deployment of workloads in OEM Clouds such as Oracle;
3. Multiple **Private Off-Premise Hosted Cloud(s)** in partnership with Industry for the hosting of various other cloud workloads – a panel of Cloud Service Providers (CSPs) was established to facilitate this; and
4. Multiple **Hybrid Off-Premise OEM Clouds** to cater for the inclusion of OEM clouds such as Microsoft, AWS and Google into the GPCE for workloads such as Microsoft Office 365.

To date SITA launched, and has in production, the following Cloud Variants in the GPCE for the provisioning of Infrastructure-as-a-Service (IaaS):

1. The **Private Off-Premise Hosted Cloud** with the first client take-on in October 2017;
2. The **Private On-Premise OEM Cloud for Oracle** was launched in two (2) phases, with the first site going into production in October 2017 and the second site to facilitate High Availability in the event of site failure going into production in March 2019;
3. The **Private On-Premise CFI, or GPC**, was launched in October 2018 with the first client take-on completed in October 2019; and
4. The **Private Off-Premise Hosted Cloud at Dimension Data** with the first client take-on to commence in 2021.

In addition to the provisioning of IaaS, the GPCE will also be used for the provisioning of Platform-as-a-Service (PaaS) and Software-as-a-Service (SaaS) for both Cloud and Digital Services.

The figure below depicts the GPCE as a catalyst for the provisioning of Digital Transformation (DT).



Figure 1 Government Private Cloud Ecosystem (GPCE)

The roll-out of the GPCE may significantly influence the uptake of the Government Departments and their entities. The GPCE represents the first large public-sector cloud project in the continent and will provide a number of benefits including cost savings, improved agility, standardization and consolidation, a greener ICT environment, and reduced commercial risk, and reuse of standardized and shared environments. The successful implementation of the current cloud variants provides practical evidence of the feasibility of using cloud computing to support key business applications.

The target service basket of the GPCE is as follows:

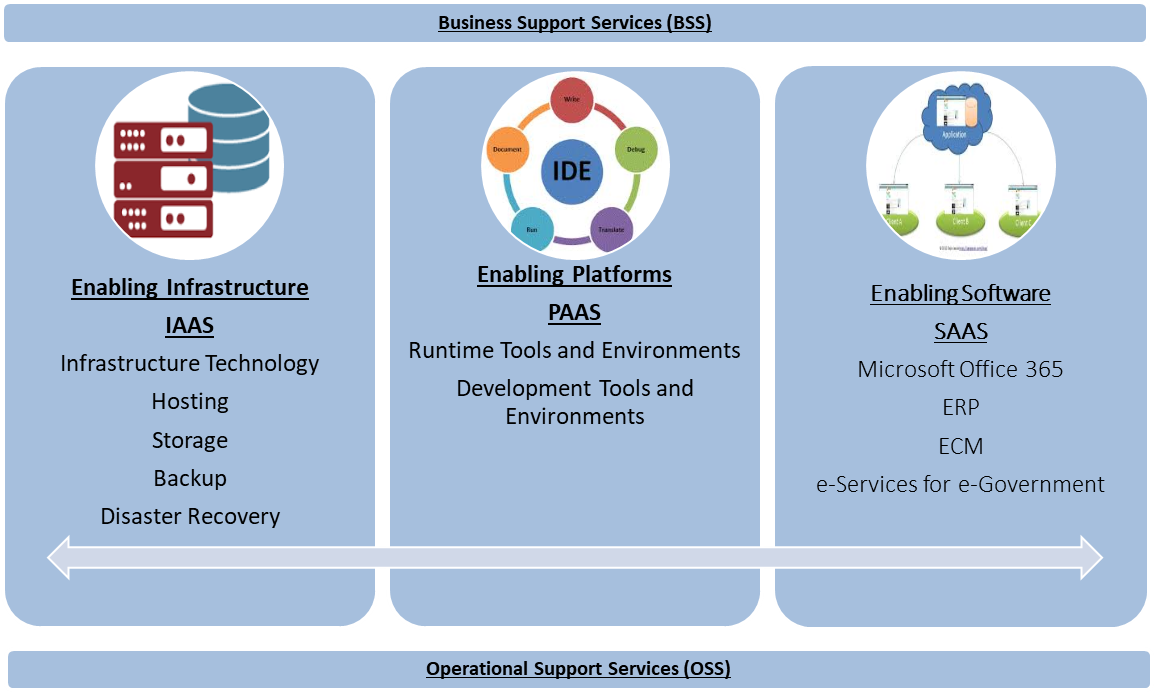


Figure 2 Target Service Basket of the GPCE

# Scope of Bid

As an introduction to the scope of work (SOW) that will be detailed in the sections below, SITA foresees the following contracting and operating model:

1. Subsequent to a successful bidding process, a panel of service providers will be created.
2. SITA will identify potential clients that may require the migration of specific applications to the SITA GPCE. Initially, SITA is aiming at only providing an Infrastructure-as-a-Service (IaaS) capability within the GPCE, but Platform-as-a- Service (PaaS) and Software-as-a-Service (SaaS) capability is also being provided.
3. Based on SITA’s initial analysis of the clients’ application(s), operating system, database and other technical information available and deemed applicable, a Request for Quotation (RFQ) for the migration services will be issues to the panel of suppliers.
4. The SOW, as detailed in this RFA, will include a due diligence of the client’s as-is environment and migration requirements, and an estimate of the execution of the migration (as per the scope of work defined in this RFA document). The due diligence may identify that the client’s as-is environment may require software upgrades before it could be ready for the migration. Such migration paths should also be identified and highlighted during the due diligence.
5. The price quoted for the SOW will be the final fixed-price that will be contracted between SITA and the supplier.
6. After selecting the best quotation from the quotations received, SITA will contract with its client for the migration of their application(s) to the SITA GPCE, to host the application(s) in the GPCE (providing IaaS). Thereafter, a qualifying supplier will be appointed by SITA to execute the migration. SITA will be responsible for the contract management with the client, as well as the overall Project Management of the migration process.
7. As far as possible, SITA will appoint staff to work alongside the supplier’s staff to enable skills transfer to the SITA staff. The need and basis for skills transfer will be indicated in the RFQ issued to the suppliers.
8. SITA will contract with the supplier on a fixed-price basis, based on their due-diligence and estimates, for the end-to-end migration service. SITA will be responsible to invoice its client and also to pay the service provider, as per the agreed payment schedules.

Below are the requirements SITA deeming necessary to successfully perform a client migration to the SITA GPCE. The SOW indicated below is intended as a guideline and should be used as such. It remains the responsibility of respective bidders to identify the steps and resources that will be required to successfully migrate applications, servers and databases onto any of the cloud variants as specified in Par. 1.2.1 within the SITA GPCE.

## Scope of Work

At least the following shall be detailed and fully explained in the proposal response, based on the contracting model described above. Prospective bidders could include pertinent information that may be relevant but not specifically listed in this SOW.

### The SOW requires the bidders to provide a proposal for:

1. Rehosting and/or re-platforming - Perform cloud migration analysis to assess SITA clients’ infrastructures, applications, servers and databases to determine best fit services and tools to migrate such clients from existing on-premise or any other public cloud infrastructures onto the SITA GPCE;
2. Developing an optimal cloud migration strategy, “real-time” or other, that will address SITA clients’ business needs;
3. Successfully executing the agreed-upon cloud migration strategy by providing and applying the required automated cloud management and migration tools to support the smooth transition of SITA clients;
4. Drafting of a cloud migration plan to identify infrastructure dependencies, prioritise applications and workflows to migrate that will limit the impact on SITA client’s ability to maintain operational functioning, and identify required mitigations to reduce risks, time and cost to both SITA and its clients;
5. Ensuring that the migration plan covers the full scope of all applications, servers and databases to be migrated, and highlighting dependencies which must be addressed, such as:
6. incompatibilities and licensing constraints;
7. service and application dependencies;
8. integration points between applications;
9. security architectures;
10. connection and networking settings;
11. access management; and
12. data transfer speed.
13. Optimising the applications to be hosted on the SITA GPCE, when required, but keeping in mind that only IaaS capability is required;
14. Conducting performance testing to ensure the SITA GPCE platform can handle the application and user loads in terms of speed, scalability and stability according to SITA clients’ expectations. This includes:
15. Load testing;
16. Stress testing; and
17. Volume testing.
18. Provide training to SITA IT administrators on how to use proposed cloud migration tools, where required;
19. Establishing formal load balancer policies and preparing disaster recovery (DR) options when required;
20. Proposing a suitable deployment and data transfer model, based on individual SITA clients’ business needs, limiting the operational impact on the client’s business;
21. Identifying and capturing various configuration settings and parameters that may influence application run time and behaviour to save and maintain per individual SITA client; and
22. Develop a knowledge and skills transfer plan that will be evaluated by SITA, in order to ensure the SITA technical team is empowered to perform cloud migration initiatives in future.
23. Provide the necessary migration resources (e.g. migration tools and servers) for the migration.

Prospective bidders should, in their proposals, describe in detail their approach, automated cloud management and migration toolsets they propose to employ, as well as the application, server and database platforms, i.e. Oracle, Microsoft, IBM, Citrix etc. and operating systems i.e. Windows, Linux etc. These cloud management and migration toolsets are able to support for the purpose of migrating applications, servers and databases to the SITA GPCE.

### The scope of work excludes the following:

* 1. Infrastructure migration tasks relating to hardware, VMs, Networking, Storage and Technical Infrastructure Configuration on the SITA GPCE. SITA is responsible for all activities on the SITA GPCE infrastructure;
  2. SITA client software licences;
  3. Application changes, other than for the purpose of optimising for cloud hosting;
  4. Resolving vulnerabilities;
  5. Active Directory Services;
  6. Back-up of SITA clients’ data before migration;
  7. Termination of services from other suppliers to SITA clients; and
  8. Additional hardware and/or end-user equipment.

## Service Requirement Overview

Narrative description of the proposed service:

1. SITA requires the services of industry leaders in the provisioning of cloud migration services to perform the migration of SITA clients’ applications, servers and databases, from both on-premise and public cloud infrastructures (as defined in the SOW), onto the SITA GPCE.

A service provider may only be considered for rendering of these services once duly accepted and approved in terms of the conditions set out in this bid specification document based on the submitted proposal to deliver such services to SITA. Acceptable service providers will be included in a panel of available service providers.

1. Bidders are required to provide a narrative description of their proposed approach, cloud management and migration toolsets for on-boarding SITA clients and migrating their applications, servers and databases onto the SITA GPCE and to indicate how such cloud management and migration toolsets will deliver on the service requirements set out in the SOW. The bidder should indicate in the narrative how the deliverables in the SOW will be produced and references to examples should be provided.
2. Bidders should also specify which service components can be rendered as an independent service to Government entities – allowing SITA to build a catalogue of resalable services in this regard.
3. Should other Framework Agreements exist with OSMs for Migration services, the Framework Agreement will take precedence.
4. Deliverables:

The bidders should provide a proposal for the deliverables as stated in the table below.

Table 1 – Key Deliverables

|  |  |
| --- | --- |
| **Serial No.** | **Key Deliverables** |
|  | The supply of a cloud migration analysis report per client; |
|  | The supply of an optimal cloud migration strategy document per client, catering for all requirements; |
|  | Catalogue of cloud migration tools at the bidders’ disposal |
|  | Cloud migration plan per client, catering for all the requirements of the SoW; |
|  | Client application configuration settings; |
|  | The conducting of performance testing; |
|  | Knowledge/skills transfer plan; |
|  | Successful completed migration. |

## Delivery address

The supplier must deliver the required services at:

* 1. SITA Centurion, John Vorster Drive, Centurion, Pretoria; or
  2. SITA Erasmuskloof, 459 Tsitsa Street, Erasmuskloof, Pretoria; or
  3. At the client premises of the client to whom the services will be provided, as per the RFQ provided.

# Bid Evaluation Stages

The bid evaluation process consists of the three stages as indicated in the table below. A bidder must qualify for each stage to be eligible to proceed to the next stage of the evaluation. The stages are:

Table 2 – Bid Evaluation Stages

|  |  |  |
| --- | --- | --- |
| **Stage** | **Description** | **Applicable for this bid YES/NO** |
| Stage 1 | Mandatory Administrative Responsiveness | YES |
| Stage 2 | Technical Mandatory Requirements | YES |
| Stage 3 | Special Conditions of Contract Verification | YES |

**Notice of outcome of the RFA process**

Bidders that are pre-qualified will be informed of the success of their bid to pre-qualify as an accredited service provider to this RFA.

## Mandatory Administrative Responsiveness (Stage 1)

### Registered Supplier

1. Only responses from bidders who are registered as a Supplier on National Treasury’s Central Supplier Database (CSD) in terms of National Treasury’s Instruction Note 4A of 2016/17 will be considered for award on this RFA.
2. Bidders need to complete **all the SBD documents** which needs to be submitted as stated in the Invitation to Bid Document.

## Technical mandatory requirements (Stage 2)

### Instruction and evaluation criteria

1. The bidder must comply with **ALL** the requirements as per the **Technical Mandatory Requirements** 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/portfolio, chapter, section, page) to locate substantiating evidence in the bid response.
3. The bidder must comply with **ALL** the **TECHNICAL MANDATORY REQUIREMENTS** in order for the bid response to proceed to the next stage of the evaluation.
4. The Bidder must complete the following process steps which the bidders require accreditation for evaluation and possible inclusion in the term contract.

### Step 1: Technical General Mandatory Requirements

* + - 1. Bidder Certification Requirements.
      2. Bidder Experience and Capability Requirements
      3. Product / Service Functional Requirements.
      4. Special Conditions of Contract.

Table 3 - Technical General Mandatory Requirements

| **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 an accredited partner, accredited by the Original Equipment Manufacturer (OEM)/ Original Software Manufacturer (OSM) to provide Cloud Migration Services. | Attach to **ANNEX A**, a copy of valid documentation (certificate, letter or license) as proof that the bidder is an accredited partner to provide Cloud Migration Services.  **NOTE (1):**  The valid documentation (letter/certificate/license) clearly indicating the following information below:  (a) The Regulator Name (OSM/OEM); and  (b) The Bidder’s Name; and  (c) The date it was issued; and  (d) if applicable, the expiry date  **NOTE (2):**  SITA reserves the right to verify the information provided. | <provide unique reference to locate substantiating evidence in the bid response – see **Annex A, section 4.1.1, table 5>** |
| 1. **Bidder Experience and Capability Requirements** | | |
| The bidder must have provided cloud migration projects or services to at least one (1) customer in the past five (5) yearsfrom the publication date of this bid. | The bidder must provide reference details from at least one (1) customer to whom Cloud Migration Projects or Services were provided in the past five (5) years from publication date of this bid.  **NOTE (1):**  The Bidder must provide all of the following information when completing **table 6**:  (a) Company name; and  (b) Reference Person Name, Tel and/or email; and  (c) Project Scope of Work; and  (d) Project Start and End-date.  **NOTE (2):**  Failure to complete **Table 6** fully as indicated above will result in disqualification.  **NOTE (3):**  SITA reserves the right to verify information provided. | <provide unique reference to locate substantiating evidence in the bid response – **see Annex A, section 4.1.2, Table 6>** |
| 1. **Product / Service Functional Requirements** | | |
| The bidder must confirm compliance to the functional Product / Service Functional requirements for the Cloud Migration Services. | The bidder **must** acceptthat they complywith **ALL** the Product / Service Functional Requirements by completing and signing **Annex B**.  **NOTE (1):**  Failure to comply fully to the requirements as indicated above will result in disqualification.  **NOTE (2):**  SITA reserves the right to verify information provided | <provide unique reference to locate substantiating evidence in the bid response – see **Annex A, section 4.1.3, Annex B: Table 7** |
| 1. **Special Conditions of Contract** | | |
| Bidder **must** accept **ALL** the Special Conditions of contract. | The Bidder **must** accept **ALL** the Special Conditions of Contract by completing and signing the declaration of Acceptance in Declaration of Compliance and acceptance under the Special Conditions (**Section 3.3.2**).  **NOTE (1):**  Failure to accept **ALL** the Special Conditions of Contract will result in disqualification. | <provide unique reference to locate substantiating evidence in the bid response – **see Annex A, section 4.1.4**> |

## Special Conditions of Contract Verification (Stage 3)

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; or
   4. Reserve the right to award.
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 3.3 (b) above.

### Special Conditions of Contract

#### Contracting Conditions

1. **Formal Contract** - The supplier must enter into a formal written contract (agreement) with SITA.
2. **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.

#### Governance

1. The service provider accepts to comply with all SITA’s governance requirements as well as participate in governance activities and bodies as required, and the cost thereof is inclusive in the quoted price.
2. The service provider accepts to participate in any and all audits and investigations, including data audits, and resolve any finding(s) related to the Contractor’s scope of work as contracted, and the cost thereof is inclusive in the quoted price.

#### Compliance

1. If the service provider disregards or breaches contractual obligations, it may result in the termination of the contract.

#### Quality Assurance

1. The service provider accepts that any deliverables produced in terms of the contract must be subjected to quality assurance and control as well as acceptance sign off by SITA.

#### Delivery Address

1. The supplier must deliver the required products or services at as indicated in Section 2.3, Delivery Address.

#### Services and Performance Metrics

1. The bidder is responsible to provide the following services as specified in the Service Breakdown Structure (SBS):

Table 4 – Services and Performance Metrics

| **SBS** | **Service Element** | **Service Level** | **Performance Metrics** |
| --- | --- | --- | --- |
|  | Cloud readiness assessment | Completion of assessment as agreed depending on the size of the migration | Time to complete assessments |
|  | Migration strategy and plan development | Documented strategy and plan approved by stakeholders | Stakeholder approval rate of the migration strategy and plan |
|  | Data migration | 99.9% data accuracy post-migration | Data integrity checks (percentage of errors found)  Application performance benchmarks pre- and post-migration  Uptime percentage during migration (ideally 99.99%) |
|  | Application migration | Zero critical application downtime during migration |  |
|  | Infrastructure setup for migration purposes | Infrastructure provisioned within agreed timeline |  |
|  | Post-Migration Support:  Performance monitoring  Optimization services | Performance metrics reported weekly for the first month  10% cost reduction in resource usage within 3 months | System performance metrics (CPU usage, response times)  User satisfaction scores (via surveys)  Incident response times and resolution rates |

#### Supplier Performance Reporting

* 1. The Supplier will be managed by a steering committee under leadership of SITA and will be required to attend meetings as and when determined by SITA.
  2. The Supplier will be required to immediately escalate any risks or issues to the steering committee.

1. The Supplier will be required to submit weekly and/or monthly progress reports according to SITA's project management requirements.

#### Certification, Expertise and Qualification

1. 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.
2. The Supplier must provide the service in a good and workmanlike manner and in accordance with the SITA Internal Audit and Risks methodology as well as standards and practices prescript by relevant professional bodies.
3. 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.

#### Logistical Conditions

1. **Hours of work**: SITA normal business hours
2. **Client environment:** 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 bidder is expected to use its own resources (cell phone, laptops etc) to communicate with its own offices or outside of the SITA/Client buildings, including all tools and equipment to render the services effectively.

#### Regulatory, Quality and Standards

1. To be confirmed at engagement level.

#### Personnel Security Clearance

(a) **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:

(i) Copy of company registration documentation;

(ii) Copy(ies) of identity documentation of Director(s), Member(s) or Trustee(s);

(iii) Copy of valid tax clearance certificate.

(b) **Security suitability checks 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:

(i) Copy of identity document;

(ii) Copy(ies) of qualification(s) if SITA requires verification thereof;

(iii) Fingerprints – will be taken electronically;

(iv) Signed consent form for the conduct of background checks.

(c) **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:

(i) Completed **Z204** or **DD1057** security clearance application form;

(ii) Fingerprints;

(iii) 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.

#### 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.

#### 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

#### General

1. The supplier will be bound by Government Procurement: General Conditions of Contract.
2. (GCC) as well as this Special Conditions of Contract (SCC), which will form part of the signed contract with the Supplier. However, SITA reserves the right to include or waive the condition in the signed contract.
3. SITA reserves the right to:
   1. Negotiate the conditions, or
   2. Automatically disqualify a bidder for not accepting these conditions, or
   3. Before entering into a contract, conduct or commission an external service provider to audit or conduct probity to ascertain whether a qualifying bidder has the technical capability to provide the goods and services as required by this tender.

#### Counter Conditions

1. 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.

#### Fronting

1. The SITA supports the spirit of Broad Based Black Economic Empowerment and recognizes that 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 will not condone any form of fronting.
2. The 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.

#### Supplier Due Diligence

1. 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.

#### Business Continuity and Disaster Recovery Plans

1. 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.

#### Engagement Model (Rules of Engagement)

1. Reference Engagement Model document will be made available during the engagement process to successful if bidders which is Accredited for this RFA;
2. A Memorandum of Understanding (MoU) will be signed with successful bidders to be placed on the Master Service Agreement (MSA) with SITA that will thereafter follow due process in terms of the engagement model;
3. The **engagement process** could entail direct sourcing, competitive quotations and/ or rotation of suppliers depending on ranking through the Acquisition process;
4. SITA reserves the right to **refresh/ review/ onboard** the panel of providers at any given point to allow the inclusion of more service providers and relevant cloud offerings, unless there are insufficient coverage or brands;
5. Specific requirements will be provided during the engagement process;
6. SITA reserve a right to include a **Rate Card** in the future which will include but not limited to the following:
   1. Bidders to indicate their best price at the time of engagement, however not exceeding the maximum rate indicated in the Rate Card when introduced; and
   2. Bidders which exceed their tendered maximum rate indicated in the Rate Card will be disqualified during the engagement process.
7. Specific Preference Goal Requirements will be provided during the engagement process in line with the SITA Preferential Procurement Policy.

#### Preference Goal Requirements conditions

The following **Preference Goal Conditions will apply** for transactions during the **engagement process**, however, is **not limited to** these conditions. The specific details will be provided during the engagement process:

1. The Bidder’s commitment for the **Preference Goal Requirements in this tender will be legally binding** and the Bidder must perform against their commitment for the duration of the contract which will form part of the Contractual Agreement;
2. 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;
3. **Performance of Preference Goal Requirements and status reporting** will be determined during the engagement process for the acquisition of these services.
4. Bidders must keep auditable substantive records / evidence and upon request by SITA must be made available for audit and, or due diligence purposes;
5. 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;
6. SITA reserves the right to verify information / evidence provided by the Bidder; and
7. SITA reserves the right to introduce a **penalty** which will be determined during theengagement process for the acquisition of these services if Bidder fails to comply to paragraphs (a), (b) and (c) above.

### Declaration of compliance and acceptance Special Conditions of Contract

I (we), the bidder hereby declare that I (we) **accept ALL** the Special Conditions of Contract as specified in par 3.3.1 above and shall comply with all stated obligations:

Name of Bidder:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. Bidder Substantiating Evidence

# Technical Mandatory Requirement Evidence

## Technical General Mandatory Requirements

### Bidder Certification Requirement

Attach a copy of valid documentation (certificate, letter or license) and proof that the bidder is an accredited partner to provide Cloud Migration Services **here**.

**NOTE (1):**

The valid documentation (letter/certificate/license) clearly indicating the following information below:

(a) The Regulator Name (OSM/OEM); and

(b) The Bidder’s Name; and

(c) The date it was issued; and

(d) if applicable, the expiry date

**NOTE (2):**

SITA reserves the right to verify the information provided.

Table 5 – Bidder Certification Requirements

| **No** | **OEM/OSM Name** | **Bidder OEM/OSM Product /Service** | **Confirm a copy of a valid OEM/OSM certificate is attached (Yes / No)** |
| --- | --- | --- | --- |
| 1 | **OEM/OSM Name A** |  |  |
| 2 | **OEM/OSM Name B** |  |  |
| 3 | **OEM/OSM Name C** |  |  |
| 4 | **OEM/OSM Name D** |  |  |

### Bidder Experience and capability requirements

The bidder must provide reference details from at least one (1) customer to whom Cloud Migration Projects or Services were provided in the past five (5) years from publication date of this bid. Complete the table below, noting that:

**NOTE (1):**

The Bidder must provide all of the following information when completing **table 6:**

(a) Company name; and

(b) Reference Person Name, Tel and/or email; and

(c) Project Scope of Work; and

(d) Project Start and End-date.

**NOTE (2):**

Failure to complete Table 6 fully as indicated above will result in disqualification.

**NOTE (3):**

SITA reserves the right to verify information provided.

Table 6 – Bidder Experience and capability requirements

| **No** | **OEM/OSM Name** | **(A)**  **Bidder OEM/OSM Product /Service** | **(B)**  **Bidder Experience and Capability Requirements** | | | |
| --- | --- | --- | --- | --- | --- | --- |
|  | **Company name** | **Reference Person Name, Tel and/or email** | **Project Scope of work** | **Project Start and End-date** |
| 1 | **OEM/OSM Name A** |  | <Company name> | <Person Name>  <Tel>  <email> | < Provide reference from a customer to whom **Cloud Migration Services** was provided> | Start Date:  End Date: |
| 2 | **OEM/OSM Name B** |  | <Company name> | <Person Name>  <Tel>  <email> | < Provide reference from a customer to whom **Cloud Migration Services** was provided> | Start Date:  End Date: |
| 3 | **OEM/OSM Name C** |  | <Company name> | <Person Name>  <Tel>  <email> | < Provide reference from a customer to whom **Cloud Migration Services** was provided> | Start Date:  End Date: |
| 4 | **OEM/OSM Name D** |  | <Company name> | <Person Name>  <Tel>  <email> | < Provide reference from a customer to whom **Cloud Migration Services** was provided> | Start Date:  End Date: |

### 

### Product/Service Functional Requirement

1. The Bidder must confirm that they comply with the Product/Service Functional Requirements by completing and signing **Annex B: Addendum 1**.

**NOTE (1):**

Failure to comply fully to the requirements as indicated above will result in disqualification.

**NOTE (2):**

SITA reserves the right to verify information provided.

### Special Condition of Contract Acceptance

The Bidder **must** accept ALLthe Special Conditions of Contract (SCC) as stated in **section 3.3**, by completing and signing in the declaration of compliance and acceptance of SCC in **section 3.3.2.**

**NOTE (1)**

Failure to complete and sign the SCC in **section 3.3.2** will result in disqualification.

1. Product/Service Functional Requirements

NB: The bidder must confirm that they comply with the following Product / Service Functional Requirements for the supply of either cloud to cloud, or on-premise to cloud migration services as set out in the table below, as this will be legal contractual binding.

**Table 7 – Product / Service Functional Requirements**

|  |  |
| --- | --- |
| **Description** | **Requirement** |
| * + 1. CONSULTATION AND ANALYSIS SERVICES | 1. Details of the cloud migration discovery tool utilised and the reason for utilising this specific tool; 2. Cloud migration analysis report; and 3. List of information typically contained in a cloud migration analysis report. |
| * + 1. CLOUD MIGRATION STRATEGY | 1. Cloud migration strategy document; and 2. Client acceptance or sign-off on the proposed strategy document. |
| * + 1. CLOUD MIGRATION PLANNING | 1. Cloud migration plan; and 2. Evidence of how issues such as dependencies, incompatibilities, security architectures, connectivity, networking settings and data transfer speeds were identified and addressed in the planning phase. |
| * + 1. CLOUD OPTIMISATION | 1. Evidence of optimisation tools utilised during a cloud migration project; 2. Evidence of any optimisation activities performed on any client legacy or single-instance applications or software to enable or facilitate cloud hosting of such applications; and 3. Results of optimisation activities. |
| * + 1. DISASTER RECOVERY | 1. DR proposal or plan including load balancing strategies or policies; and 2. Considerations taken into account when drafting a disaster recovery plan. |
| * + 1. DEPLOYMENT | 1. Evidence of experience in applying either centralised or decentralised deployment models; 2. Evidence of how application and transactional data are transferred; 3. Test Plan Document; 4. Testing Results Document; and 5. Evidence of strategies, steps and considerations to ensure the impact on business operations are minimised. |
| * + 1. KNOWLEDGE AND SKILLS TRANSFER | 1. Knowledge or skills transfer plan; and 2. Other evidence of how you intend to otherwise empower the SITA technical team. |

I, the bidder (Full Names) ………………………………………. representing (Company Name)…………………………………….

Hereby confirm that I comply with the above Product/Service Functional 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**