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**BID SPECIFICATION**

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

Registration number 1999/001899/30

|  |  |
| --- | --- |
| **RFB REF. NO:** | **RFB** **2747-2023**  |
| **DESCRIPTION** | **Spatial Data Supply And Maintenance For The SAPS For A Period Of (Three) 3 Years.** |
| **PUBLICATION DATE** | **10 MAY 2023** |
| **BRIEFING SESSION** | **NON-COMPULSORY VIRTUAL BRIEFING SESSION****DATE: 18 MAY 2023****TIME: 12:00 PM****VENUE****:** Online (MS Teams). Bidders are requested to indicate in writing on the below email address of their intension to attend the briefing session not later than **17 May 2023 @ 16:00**, following which a link will be shared via email to allow attendance of the briefing session: **Nokwanda.wasa@sita.co.za****.** |
| **CLOSING DATE FOR QUESTIONS AND ANSWERS** | **25 MAY 2023** |
| **RFB CLOSING DETAILS** | **DATE: 31 MAY 2023****TIME: 11:00am (SOUTH AFRICAN TIME)****PLACE: TENDER OFFICE, PONGOLA IN APOLLO, 459 TSITSA STREET, ERASMUSKLOOF, PRETORIA (HEAD OFFICE)** |
| **PUBLIC OPENING OF RFB RESPONSES** | **N/A** |
| **RFB VALIDITY PERIOD** | **120 DAYS FROM THE CLOSING DATE** |

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

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1. INTRODUCTION

# PURPOSE AND BACKGROUND

## PURPOSE

The purpose of this RFB is to invite Suppliers (hereinafter referred to as “bidders”) to submit bids for the “Supply of Spatial Data with maintenance and support for or a period of 3 Years”.

##  BACKGROUND

Spatial Data supply and maintenance is required by SITA client to maintain their GIS solution.

# SCOPE OF BID

## SCOPE OF WORK

The Scope of work by the bidders is to supply and maintain the following South Africa coverage spatial data for use by the SITA client.

## Spatial Data Supply

Bidders must supply the following list of South Africa coverage spatial data:

* 1. Administrative Boundaries;
	2. Town Boundaries;
	3. Suburb Boundaries;
	4. Postal Codes
	5. Postal Code Regions
	6. Routable Street Centre Lines;
	7. National Address Database (NAD);;
	8. Cadastre linked to NAD;
	9. Sectional Schemes;
	10. Points of Interest;
	11. Proclaimed Towns;
	12. Suburb roll-ups;
	13. Deeds Transactions with Link to the cadastre and NAD.

## Spatial Data Maintenance

The successful bidder must supply spatial data updates of the spatial data every quarter (four month) of the duration of a 3-year contract.

## DELIVERY ADDRESS

|  |  |  |
| --- | --- | --- |
|  |  |  |
|  | SITA Building Centurion | 459 John Vorster Drive, Centurion, Pretoria, 0048 |

# REQUIREMENTS

## SPATIAL DATA REQUIREMENTS

1. All spatial datasets must conform to the South African Geospatial Data Dictionary (SAGDaD) standards (SANS1880:2003).
2. All datasets must be in the Longitude/Latitude WGS84 Projection.
3. All spatial data must be delivered in Shapefile format
4. Updated datasets must be provided every four months (quarterly) as part of data maintenance.
5. Each quarterly spatial data update must be accompanied by a document containing at least a description of each spatial data set, the coverage of the set as well as the number of features per dataset.
6. All features in all the datasets must have a unique identifier as one of the attributes of each feature.
7. The unique identifier of each feature in all datasets must be maintained across dataset updates even when other attributes of the feature changes, e.g. street name changes.
8. Should a feature in a dataset be deleted for any reason, the unique identifier of that feature may not be re-used.
9. The National Address Database (NAD) must consist of physical addresses and the coordinates must be the centroid of property features such as erven. This implies that a National Address Range (NAR) is not acceptable.
10. The spatial hierarchy of an address must be contained in each NAD feature e.g. an address record’s attributes must contain the suburb, town, municipality and province.
11. The NAD features must contain the cadastral information e.g. erf number, for the property.
12. The Deeds property ownership data must be linked to the corresponding cadastre and NAD records.
13. The roads dataset must be routable for navigation and network analysis such as shortest route and quickest route.
14. The suburb dataset feature boundaries must be aligned with the town dataset feature boundaries.
15. The spatial hierarchy of each suburb dataset feature must be contained in the suburb record, e.g. the town, municipality and province.
16. The town dataset features must be aligned to the official municipal boundaries.
17. The spatial hierarchy of each town dataset feature must be contained in the town record, e.g. the municipality and province.

# BID EVALUATION STAGES

1. The bid evaluation process consists of several stages that are applicable according to the nature of the bid as defined in the table below.
2. **The bidder must qualify for each stage to be eligible to proceed to the next stage of the evaluation.**

|  |  |  |
| --- | --- | --- |
| **Stage** | **Description** | **Applicable for this bid YES/NO** |
| Stage 1  | Administrative pre-qualification verification | Yes |
| Stage 2 | Technical Mandatory requirement evaluation | Yes |
| Stage 3 | Special Conditions of Contract verification | Yes |
| Stage 4  | Cost and Preference Evaluation | Yes |

* 1. ADMINISTRATIVE PRE-QUALIFICATION

# ADMINISTRATIVE PRE-QUALIFICATION REQUIREMENTS

## ADMINISTRATIVE PRE-QUALIFICATION VERIFICATION

1. The bidder **must comply** with ALL of the bid pre-qualification requirements in order for the bid to be accepted for evaluation.

If the Bidder failed to comply with any of the administrative pre-qualification requirements, or if SITA is unable to verify whether the pre-qualification requirements are met, then SITA reserves the right to-

* 1. Reject the bid and not evaluate it, or
	2. Accept the bid for evaluation, on condition that the Bidder must submit within 7 (seven) days any supplementary information to achieve full compliance, provided that the supplementary information is administrative and not substantive in nature.

## ADMINISTRATIVE PRE-QUALIFICATION REQUIREMENTS

1. **Submission of bid response**: The bidder has submitted a bid response documentation pack –
	1. that was delivered at the correct physical or postal address and within the stipulated date and time as specified in the “Invitation to Bid” cover page, and;
	2. in the correct format as one original document, one copy on the memory stick / USB.
2. **Attendance of briefing session**: A **Non-Compulsory Virtual Briefing Session** will be held. The bidder has to sign the briefing session attendance register using the same information (bidder company name, bidder representative person name and contact details) as submitted in the bidder’s response document.
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 supplied **Spatial Data** and Maintenance services to at least one (1) customer, during the past five (5) years.  | The Bidder must provide reference details from at least one (1) customer to whom **Spatial Data** and Maintenance services was provided during the past five (5) years. **Note (1):** SITA reserves the right to verify information provided.**Note (2):**Failure to complete Table 1 fully as indicated above will result in disqualification. | Provide unique reference to locate substantiating evidence in the bid response – see **Annex B, section 11.1**. |
| 1. **SERVICE / TECHNICAL FUNCTIONAL SCOPE REQUIREMENT**

**The Bidder must confirm compliance to the Service/Technical Functional scope requirements.** | The Bidder must confirm that they comply with the Service/Technical Functional Scope Requirements by completing **ANNEX C: Addendum 1**.**Note (1):** SITA reserves the right to verify the information provided. | <provide unique reference to locate substantiating evidence in the bid response – see **Annex B, section 11.2 and Annex C: Addendum 1**>  |

## DECLARATION OF COMPLIANCE

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

* 1. SPECIAL CONDITIONS OF CONTRACT (SCC)

# SPECIAL CONDITIONS OF CONTRACT

## INSTRUCTION

1. The successful 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 7.1(2) above.
4. The bidder must **complete the declaration of acceptance** as per section 7.3 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 reserve the right to award the contract for required goods or services to multiple Suppliers.
	3. **Right to Audit. SITA reserve 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.**
	4. **Contract duration.** This contract will be valid for a period of **3 Years** from date of signature.
2. **DELIVERY ADDRESS.** The supplier must deliver the Spatial Data as indicated in Section 2.2, Delivery Address
3. **SKILLS TRANSFER AND TRAINING**

 Not applicable

1. **DELIVERY SCHEDULE**
	1. The scope of work (Section 1.3.1) and Section 3 (Requirements) must be completed within <**10 days**> after the contract has been awarded to all below SITA buildings i.e. Spatial Data supply.
	2. The Supplier is responsible to perform the work as outlined in the following Breakdown Structure (WBS):
	3. The Supplier is responsible to perform the work specified in Section 2, Scope of Bid. The timeframes are outlined in the following Work Breakdown Structure (WBS):

| **WBS** | **Statement of Work (See Section2 for details)** | **Delivery Timeframe** |
| --- | --- | --- |
|  | Administrative Boundaries | **Within 30 days after the signing of the SLA** |
|  | Town Boundaries | **Within 30 days after the signing of the SLA** |
|  | Suburb Boundaries | **Within 30 days after the signing of the SLA** |
|  | Postal Codes | **Within 30 days after the signing of the SLA** |
|  | Postal Code Regions | **Within 30 days after the signing of the SLA** |
|  | Routable Street Centre Lines | **Within 30 days after the signing of the SLA** |
|  | National Address Database (NAD) | **Within 30 days after the signing of the SLA** |
|  | Cadastre linked to NAD | **Within 30 days after the signing of the SLA** |
|  | Sectional Schemes | **Within 30 days after the signing of the SLA** |
|  | Points of Interest | **Within 30 days after the signing of the SLA** |
|  | Proclaimed Towns | **Within 30 days after the signing of the SLA** |
|  | Suburb roll-ups | **Within 30 days after the signing of the SLA** |
|  | Deeds Transactions with Link to the cadastre and NAD | **Within 30 days after the signing of the SLA** |

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

| **SBS** | **Service Element** | **Service Level** |
| --- | --- | --- |
|  | Call Centre | 24/7 /365 |
|  | Incident Response | Maximum 4 hours  |
|  | Incident Restore | Maximum 8 hours |

1. **SCOPE OF TECHNICAL SOLUTION DEVELOPMENT**

Not applicable

1. **SUPPLIER PERFORMANCE REPORTING**
	1. **The Supplier will report on a quarterly basis to SITA during the spatial data updates delivery to be presented to the SITA on the progress of the preceding quarter updates.**
	2. **Quarterly meetings to be scheduled between SITA and service provider and also ADHOC meetings from both sided.**
	3. **The Supplier is required to generate regular reports as outputs during the maintenance and support cycle within the following service levels (the report type will drive the service level agreement; definition of the content of each report type will be finalised at the time of concluding the contracted service level agreement).**
2. **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 practices and high professional standards used in well-managed operations performing services similar to the Services;
	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;
	4. **Original Software Manufacturer (OSM) work.**

**Not applicable**

* 1. **Below are the other technologies used in this environment:**

Not applicable

1. **LOGISTICAL CONDITIONS**
	1. **Hours of work**, 08h00 – 16h30.
	2. In the event that SITA grant 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. **Support and Help Desk**. The Supplier must make use of SITA Service Management Centre (SMC) for problem and incident management.
2. **REGULATORY, QUALITY AND STANDARDS**
	1. **The Supplier must for the duration of the contract ensure compliance with ISO/IEC General Quality Standards, ISO27001, and Protection of Personal Information Act (POPIA).**
	2. **The Supplier must for the duration of the contract ensure compliance with General Quality Standards, ISO 9001**
3. **PERSONNEL SECURITY CLEARANCE**
	1. **The Supplier personnel who are required to work with GOVERNMENT CLASSIFIED information or access government RESTRICTED areas must be a South African Citizen and at the expense of the Supplier be security vetted (pre-employment screening, criminal record screening and credit screening).**
	2. **The Supplier must ensure that the security clearances of all personnel involved in the Contract remains valid for the period of the contract.**
	3. **The Supplier must provide proof of security vetting**
4. **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.
5. **GUARANTEE AND WARRANTIES**

The Supplier warrants that:

* 1. The warranty of goods supplied under this contract remains valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier;
	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.
1. **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.
2. **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.

1. **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.
		3. Right to Audit: SITA reserves the right, before entering into a contract, to conduct or commission an external service provider to conduct probity to ascertain whether a qualifying bidder has the technical capability to provide the goods and services as required by this tender.
	4. “The parties in this Agreement agree that the offer price of all the equipment shall be at the wholesale price or below wholesale price as agreed with the OEM. Should, at any time during the existence of the agreement that the offered price which is higher than the wholesale price or as agreed with the OEM, SITA client shall be entitled to such wholesale price with the exclusion of the mark-up which the reseller may have charged”.

NOTE: These conditions will form part of the contract obligations and suppliers are expected to comply in order for SITA to conclude an agreement with the potential suppliers. Failure to comply during finalisation of a contract may result to disqualification.

1. **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**

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 any form of fronting.

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.

1. **PREFERENCE GOAL REQUIREMENTS**
	1. 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.
	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 will be determined annually.** Bidders must submit their Preference status report to SITA indicating progress against the Bidder’s Preferential commitments **within 30 days after each quarter from the commencement date of the contract**.
	4. Bidders need to 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.
	7. **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 (a), (b) and (c) above**.
2. **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 7.2 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 7.2 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

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. The delivery of licenses and maintenance will be paid annually for the active year.
	6. SITA reserves the right to: negotiate pricing with the successful bidder prior to the award as well as envisaged quantities
	7. 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.
	8. 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.
2. **BID PRICING SCHEDULE**
	1. Bidders **must** complete the bid pricing schedule in the Excel spreadsheet format provided and upload this as part of their submission.

## DECLARATION OF ACCEPTANCE

|  | **ACCEPT ALL** | **DO NOT ACCEPT ALL** |
| --- | --- | --- |
| 1. The bidder declares to ACCEPT ALL the Costing and Pricing conditions as specified in section 8.2 above by indicating with an “X” in the “ACCEPT ALL” column, or
2. The bidder declares to NOT ACCEPT ALL the Costing and Pricing Conditions as specified in section 8.2 above by -
	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. **PREFERENCE REQUIREMENTS**

**8.4.1 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 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. 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.
	7. 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.
	8. **Performance of Preference Goal Requirements will be determined annually.** Bidders must submit their Preference status report to SITA indicating progress against the Bidder’s Preferential commitments **within 30 days after each quarter from the commencement date of the contract**.
	9. Bidders need to keep auditable substantive records / evidence and upon request by **SITA** must be made available for audit and, or due diligence purposes.
	10. **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.
	11. **SITA reserves the right to** verify information / evidence provided by the Bidder.
	12. **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**

| **Preference Goal Requirement #** | **Preferential Goal Requirements** | **Preferential Goal Requirements for (80/20) system** |
| --- | --- | --- |
|  | **Preferential Goal Requirements allocated for this tender** | **Number of pointsallocated(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 table 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** |
|  | **B-BBEE Requirements** |  |  |
| 1) | **B-BBEE Requirements:**Promotion of Transformational Objectives. | 20,0 | **Evidence:**The Bidder must provide a copy of relevant evidence for the Preferential Goal points which the Bidder qualifies for.**Points allocation:**Points will be allocated for bidders that meets the requirements as indicated in **table 2 in section 8.4.1.** | <provide unique reference to locate **(80/20) system** substantiating evidence in the bid response – **Annex B, section 11.3**> |
|  | **Total Point Allocation:** | **20,0** |  |

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

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

|  |  |   |  | **Ownership of at least 51% of People who are:** |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Reference #** | **Contributor Level as defined in the Broad-Based Black Economic Empowerment Act** | **Local Entity** | **EME/QSEs** | **Woman Owned** | **Youth Owned** | **Owned by People living with disabilities** | **Score** | **Bidder to select the section for points they wish to claim****(Mark as Y= Yes)** |
|   | **(A)** | **(B)** | **(C)** | **(D)** | **(E)** | **(F)** | **(G)** |  |
| **1** | **Level 1** | 0 | **4** | **8** | **6** | **2** | **20** |  |
| **2** | **Level 1** | 0 | **4** | **8** | **6** | 0 | **18** |  |
| **3** | **Level 1** | 0 | **4** | **8** | 0 | 0 | **12** |  |
| **4** | **Level 2 and 3** | 0 | **2** | **4** | **2** | **2** | **10** |  |
| **5** | **Level 2 and 3** | 0 | **2** | **4** | **2** | 0 | **8** |  |
| **6** | **Level 2 and 3** | 0 | **2** | **4** | 0 | 0 | **6** |  |
| **7** | **Level 4 and 5** | 0 | **1** | **2** | **1** | **1** | **5** |  |
| **8** | **Level 4 and 5** | 0 | **1** | **2** | **1** | 0 | **4** |  |
| **9** | **Level 4 and 5** | 0 | **1** | **2** | 0 | 0 | **3** |  |
| **10** | **Level 6** | 0 | 0 | 0 | 0 | 0 | **0** |  |
| **11** | **Level 7** | 0 | 0 | 0 | 0 | 0 | **0** |  |
| **12** | **Level 8** | 0 | 0 | 0 | 0 | 0 | **0** |  |
| **13** | **Non-Contributor** | 0 | 0 | 0 | 0 | 0 | **0** |  |
|  | **Total Maximum Score Allocation: 20**G= A+B+C+D+E+F |  |  |  |  |

* 1. TERMS AND DEFINITIONS

# ABBREVIATIONS

Annex Annexure

ATM Automatic Machine

B-BBEE Broad-Based Black Economic Empowerment

CSD Central Supplier Database

e.g for example

GCC General Condition of Contract

GIS Geographical Information System

ID Identity

**ISO/IEC** International Organization for Standardization

NAD National Address Database

OEM Original Equipment Manufacturer

**OSM Original Software Manufacturer**

**POPIA Protection of Personal Information Act**

PPPFA Preferential Procurement Policy Framework Act

RFB Request for Business

SAGDaD South African Geospatial Data Dictionary

SANS South African National Standards

SCC Special Conditions of Contract

SITA State Information Technology Agency

SLA Service Level Agreement

Spec Specification

US United States

URL Unique Resource Locator

VAT Value Added Tax

WGS World Geographic System

ZAR South African Rand

1. BIDDER SUBSTANTIATING EVIDENCE

# MANDATORY REQUIREMENT EVIDENCE

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

Complete table below, noting that:

* 1. The Bidder must provide reference details from at least one (1) customer to whom Spatial Data and Maintenance services was provided during the past five (5) years.
	2. Scope of work must be related.

Table 1: References

| **No** | **Company name** | **Reference Person Name, Tel and/or email** | **Project Scope of work**  | **Project Start and End-date** |
| --- | --- | --- | --- | --- |
| 1 | <Company name> | <Person Name><Tel><email> | < Provide scope details for a project from a customer to whom **Spatial Data and Maintenance services** was provided during the past five (5) years.> | Start Date:End Date: |

**Note (1):**

SITA reserves the right to verify information provided.

**Note (2):**

Failure to complete Table 1 **fully** as indicated above will result in disqualification.

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

The Bidder must confirm that they comply with the Product / Service Functional Requirements of the supply of the end user devices and printers as a lease solution by completing Annex C: Addendum 1.

**Note (1):**

**Bidders must accept all the Technical Mandatory Functional Requirements to indicate the Bidder’s compliance with ANNEX C: Addendum 1, failing which will result in Disqualification.**

**Note (2):**

**Failing to comply with all the aspect of this section will result in disqualification.**

**Yes = Comply**

**No = not comply (Thus, disqualified)**

## PREFERENTIAL GOAL REQUIREMENTS

The Bidder **must**:

* 1. **PREFERENTIAL GOAL REQUIREMENTS**

Bidder must complete the **80/20** preference point system and submit proof or documentation required in terms of this tender to claim preference points for the **Preference Goal Requirements** and attach it here:

* + 1. **Preference Goal Requirements: (80/20 system)**
* Bidder to select the section for points they wish to claim (Mark as Y=Yes) in the **table 2 in section 8.4.1;**

**and**

* The Bidder must provide a copy of relevant evidence for the Preferential Goal points which the Bidder qualifies for 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.**

1. **ADDENDUM 1**

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

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

|  | Product Description | Comply = YESNot Comply = No |
| --- | --- | --- |
| 1. | All spatial datasets must conform to the South African Geospatial Data Dictionary (SAGDaD) standards (SANS1880:2003). |  |
| 2. | The bidder must supply spatial data that meet the following specification:**Town Boundaries;****Suburb Boundaries;****Postal Codes; and** **Postal Codes regions.** |  |
| 3. | The bidder must supply spatial data> **National Address Database (NAD**): NAD dataset including attributes related to street corners, e.g. corner of street 1 and street 2, must be supplied;The NAD spatial data must not only contain the coordinates (Longitude/latitude) for the individual properties, but also the correct hierarchy for the street address. The street number must be linked to the street name, which is linked to the suburb, to the city/town, and to the province; andThe coordinates must be given as the centroid of the individual properties. |  |
| 4. | The bidder must supply spatial data> **Cadastre** spatial data linked to the NAD must be supplied:Erven;Farms; Farm portions; andAgricultural holdings, including commonly used names for farms. |  |
| 5. | **Sectional Schemes**: At least a Point data of the sectional schemes as registered at the deeds office which include at least the following attributes must be supplied:A nationally unique Sectional Scheme ID assigned to each scheme;The number of units per scheme; andThe suburb, town, proclaimed town, municipality, magisterial district and province for each sectional scheme must be included.  |  |
| 6. | **Routable Street Centre Lines**: Routable Street Centreline spatial data with at least the following attributes for all major metropolitan areas must be supplied: Average speed, distance and travel times for each link in the street centre line dataset must be provided;Direction (one-way or bi-directional) for each link in the street centre line dataset must be provided;Data updates must be regularly sourced from local authorities; Metadata must be stored for each link in the street centre line dataset;The suburb and town, proclaimed town, municipality, magisterial district and province for each street link must be included;Each street link must be classified according to the SANS 1880:2003 Edition 1 or equivalent international street addressing standard; andStreet Categories must include Highway, Main Roads, Secondary Roads, Streets, Other. |  |
| 7. | **Point of** Interest: the following Points of Interest spatial data must be supplied:Fire Stations;Sea Rescue;Post Offices;Police Stations;Shopping Centres;Museums;Recreation Centres;Theatre;Libraries;Places of Worship;Historical Monuments;Sport Facilities;Retail Centres;Accommodation (Full contact detail including grading of facility);Banking facilities (branches, ATM’s);Brothels;Community Centres;Landmark;Natural Heritage Sites;Pension Pay Points;Shebeens;Sport Venues; andTowns. |  |
| 11 | **Government** offices (National, provincial and local government): At least the following Government offices (Services Delivery points) spatial data must be Supplied:Magistrate CourtsGovernment Offices Embassies (Foreign Government Services) Parastatals |  |
| 12 | Government offices (Services Delivery points) spatial data must include the following attributes:full building description, full street address |  |

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: