**BID SPECIFICATION**

|  |  |
| --- | --- |
| RFB No: | RFB 2687/2022 |
| Description | PROVIDE AN ELECTRONIC SIGNATURE SERVICE INCORPORATING ADVANCED ELECTRONIC SIGNATURES TO WESTERN CAPE GOVERNMENT WHICH INCLUDES MAINTENANCE AND SUPPORT FOR A PERIOD OF THREE (3) YEARS. |
| Publication date  | 15 November 2022 |
| Physical / Virtual Briefing Session  | **Non-Compulsory virtual briefing session to be held as follows:****Date: 21 November 2022****Time: 11:00 am****Email:** **Bolekwa.moea@sita.co.za** **(Request link before 18 November 2022 C.O.B**) |
| Closing Date for questions / queries | 25 November 2022 |
| Bid Response Submission Address  | Tender Office459 Tsitsa Street, Erasmuskloof, Pretoria, 0105RFx Closing Details and TimeDate: 07 December 2022 Time: 11:00 am (South African Time) |
| RFx Validity Period | 120 Days from the Closing Date  |

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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 “Provision of an Electronic Signature Service incorporating Advanced Electronic Signatures to Western Cape Government (WCG) including Maintenance and Support for a period of three (3) years”.

## BACKGROUND

In 2015 Department of Cultural Affairs and Sport (DCAS) embarked on an initiative to roll out AES within WCG by means of a pilot programme. This initiative was successfully implemented and subsequently approved as a technology within WCG.

As a direct result of challenges introduced during the Covid-19 lock down the WCG has adopted an Adobe Digital signature into its business processes to ensure continuity of service to the public. Whilst this solution further promotes digital process enablement there is very limited security in using this electronic signature. In addition, the use of this signature is limited to processes contained within WCG only and poses a restriction on external citizen engagements and the private business sector as is the drive of the WCG Digital Transformation Strategy (DTS).

# SCOPE OF BID

## SCOPE OF WORK

The scope of this bid is to:

1. provide an electronic signature service (i.e. Software as a Service).
2. The Digital Signing Solution must incorporate an advanced electronic signature functionality to Western Cape Government
3. The solution must integrate with the WCG Active Directory, Azure and Open Text Content Suite and Process Suite platforms which is currently hosted with SITA.
4. maintenance and support for a period of three (3) years.

## DELIVERY ADDRESS

WCG DCAS Physical Address: Protea Assurance Building, Greenmarket Square, Cape Town.

## CUSTOMER INFRASTRUCTURE AND ENVIRONMENT REQUIREMENTS

1. This must be a cloud-based solution.
2. WCG has Active Directory with which the solution must integrate with.
3. WCG users have O365 accounts hosted on Azure and integration is required.
4. The solution must integrate with the WCG Open Text Content Suite and Process Suite platforms which is currently hosted with SITA.

# REQUIREMENTS

## PRODUCT/ SERVICE / SOLUTION REQUIREMENTS

WCG DSS implementation utilising the My Content ECM platform:

1. Digital Signing Solution – Enablement
2. Enablement of DSS within Open Text Content Server (My Content). Key abilities of the solution would include:
3. Workflow for standalone document signing.
4. Document management workflow within My Content to include document creation, signing steps for recommenders and approvers and verification process.
5. DSS functionality must allow for:
	* + - Multiple signature fields.
			- Comment to be added by signatories.
6. Advanced Electronic Signature
7. User authentication token management
8. Unique user validation method via personalised token or similar. (MFA; Multi-Tier authentication).
9. Workflow of User identification/validation for issuing unique tokens.

# BID EVALUATION STAGES

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

|  |  |  |
| --- | --- | --- |
| **Stage** | **Description** | **Applicable for this bid YES/NO** |
| Stage 1  | Administrative pre-qualification verification | YES |
| Stage 2 | Technical Mandatory requirement evaluation | YES |
| Stage 3 | Technical Functionality requirement evaluation | YES |
| Stage 4 | Special Conditions of Contract verification | YES |
| Stage 5  | Price / B-BBEE evaluation | YES |

* 1. ADMINISTRATIVE PRE-QUALIFICATION

# ADMINISTRATIVE PRE-QUALIFICATION REQUIREMENTS

## ADMINISTRATIVE PRE-QUALIFICATION VERIFICATION

1. The bidder **must comply** with ALL of the bid pre-qualification requirements in order for the bid to be accepted for evaluation.
2. If the Bidder failed to comply with any of the administrative pre-qualification requirements, or if SITA is unable to verify whether the pre-qualification requirements are met, then SITA reserves the right to-
	1. Reject the bid and not evaluate it, or
	2. Accept the bid for evaluation, on condition that the Bidder must submit within 7 (seven) days any supplementary information to achieve full compliance, provided that the supplementary information is administrative and not substantive in nature.

## ADMINISTRATIVE PRE-QUALIFICATION REQUIREMENTS

1. **Submission of bid response**: The bidder has submitted a bid response documentation pack –
2. 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;
3. in the correct format as one original document, one copy and two copies on memory stick / USB.
4. **Attendance of briefing session**: Non- Compulsory Virtual Briefing Session.
5. **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 REQUIREMENT

## INSTRUCTION AND EVALUATION CRITERIA

1. The bidder **must comply with ALL the requirements as per section 6.2 below by providing substantiating evidence** in the form of documentation or information, failing which it will be regarded as “NOT COMPLY”.
2. The bidder **must provide a unique reference number** (e.g., binder/folio, chapter, section, page) to locate substantiating evidence in the bid response. During evaluation, SITA reserves the right to treat substantiation evidence that cannot be located in the bid response as “NOT COMPLY”.
3. The bidder **must complete the declaration of compliance** as per section 6.3 below by marking with an “X” either “COMPLY”, or “NOT COMPLY” with ALL of the technical mandatory requirements, failing which it will be regarded as “NOT COMPLY”.
4. The bidder must comply with ALL the TECHNICAL MANDATORY REQUIREMENTS in order for the bid to proceed to the next stage of the evaluation.
5. No URL references or links will be accepted as evidence.

## TECHNICAL MANDATORY REQUIREMENTS

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

The bidder’s company must be a member of Adobe’s [Approved Trust List (AATL)](http://helpx.adobe.com/acrobat/kb/approved-trust-list2.html) , | Attach to Annex B documentation (valid certificate, license or membership card) indicating clearly the company’s AATL.**Note:** SITA reserves the right to verify the information provided. | <provide unique reference to locate substantiating evidence in the bid response – see Annex B, section 11.1> |
| 1. **BIDDER EXPERIENCE AND CAPABILITY REQUIREMENTS**

The bidder must have provided Secure Digital Signing Solutions to at least two (2) customers in the last five (5) years (2017 to date) | Provide in Annex B reference details of at least two (2) customers to whom for the services of the Secure Digital Signing Solutions were delivered in the last five (5) years.**NB:** SITA reserves the right to verify information provided | <provide unique reference to locate substantiating evidence in the bid response – see Annex B, section 11.2, table 1> |
| 1. **BIDDER SOLUTION REQUIREMENTS**

**Cloud Based Solution**: This must be a Cloud-Based solution hosted by the Service provider Hosting Platform**:** **The solution must be hosted by the Service Provider on a cloud based platform.** | Attach to Annex B an official letter signed by senior official with executive powers confirming the cloud hosting capabilities.**NB:** SITA reserves the right to verify information provided | <provide unique reference to locate substantiating evidence in the bid response – see Annex B, section 11.3> |
| 1. **BIDDER PROVISIONING OF SIGNING CERTIFICATES:**
2. **Class 4 Certificates (Advanced Electronic Signatures) -** The solution must be able to download and enable a Class 4 certificate from SAAA approved provider
3. **Class 3 Certificates:** The solution must be able to download and enable a Class 3 certificate.
 | Attach to Annex B documentation of SAAA or letter of agreement between bidder and SAAA approved signing certificate provider.**NB:** SITA reserves the right to verify information provided. | <provide unique reference to locate substantiating evidence in the bid response – see Annex B, section 11.4> |
| 1. **BIDDER COMMERCIAL OFFERING:**

The solution licensing model must be able to provide unlimited document signing, i.e., be user based, not transaction-based billing. | Attach to Annex B a letter from senior management with executive authority confirming the pricing model is user based and not usage based.**NB:** SITA reserves the right to verify information provided. | <provide unique reference to locate substantiating evidence in the bid response – see Annex B, section 11.5> |

## DECLARATION OF COMPLIANCE

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

# TECHNICAL FUNCTIONALITY EVALUATION REQUIREMENTS

## INSTRUCTION AND EVALUATION CRITERIA

* 1. The bidder **must complete in full all the TECHNICAL FUNCTIONALITY requirements**.
	2. The bidder **must provide a unique reference number** (e.g. binder/folio, chapter, 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. Evaluation per requirement. The evaluation (scoring) of bidders’ responses to the requirements will be determined by the completeness, relevance and accuracy of substantiating evidence. Each TECHNICAL FUNCTIONALITY requirement will be evaluated using a rating scale of 0 - 5:

|  |  |
| --- | --- |
| **Evaluation criteria**  | **Score**  |
| Irrelevant or Poor (Does not meet or far below minimum requirements) | **0** |
| Good (meets minimum requirements)  | **3** |
| Excellent (far exceeds minimum requirements) | **5** |

* 1. Functionality will be evaluated by conducting an evaluation of the Proposed Solution.
	2. **Weighting of requirements:** The score for the desktop evaluation of TECHNICAL FUNCTIONALITY REQUIREMENTS will be calculated as follows:
1. Each Bidder will be evaluated on each individual requirement as indicated in the tables in sections 7.2 below.
2. The value scored for each requirement will be multiplied with the specified weighting for the relevant requirement to obtain the percentage achieved for each requirement.

|  |  |  |
| --- | --- | --- |
| **No.** | **Technical Functionality Requirements** | **Weighting** |
| 1. | Technology Stack & Scalability | 8% |
| 2. | Integration | 30% |
| 3. | Signing Solution | 37% |
| 4. | Support | 5% |
| 5. | Management & Maintenance | 20% |
| **TOTAL** | **100%** |

* 1. **Minimum threshold**. The individual scores will be converted to a cumulative percentage and only those bidders that achieve or exceed the minimum threshold score of 60**%** will be eligible to proceed to the next stage, i.e. the Price and BBBEE evaluation.

## TECHNICAL FUNCTIONALITY REQUIREMENTS

**Evaluation per requirement**. The evaluation (scoring) of bidders’ responses to the requirements will be determined by the completeness, relevance and accuracy of substantiating evidence. NB: SITA reserves the right to verify the information provided.

| **TECHNICAL FUNCTIONALITY REQUIREMENTS** | **WEIGHT**  | **Substantiating evidence and evidence reference to be completed by bidder.** **Evaluation per requirement: Each requirement indicated in the tables below must be completed and will be scored.** | **Evidence Reference(to be completed by bidder see Annex B section 12)** | **Evaluation****0= Requirement not met****3= Minimum Requirement met.****5= Exceeds minimum requirement.** |
| --- | --- | --- | --- | --- |
| **Technology Stack & Scalability** |  |
| 1) **Scalability:** The bid must make provision for 1000 users with increments of 500 to a total number of 5000 users. | 8.0% | Simultaneous system usage of 5000 users to be demonstrated in simulated data or actual usage data report. | <see Annex B, Section 12Table 1 Point 1> | 0: Below 1000 users3: 1000 >= 5000 users5: > 5000 users |
| **Integration** |  |
| 2) **Azure Active Directory Integration:** The solution must be able to integrate with Single Sign-on Capability. (I.e. WCG MS Office 365 integration) | 15.0% | Provide documented evidence of API/appropriate integration layer must be available to integrate with WCG Cloud Azure, Exchange and AD. |  <see Annex B, Section 12Table 1 Point 2> | 0: No Integration3: Azure Cloud and AD integration5: Additional integration |
| 3) **Integration in other applications**. Open Text: Content Server: The Solution must be able to integrate with OpenText Content Server. | 5.0% | Provide documented evidence of API and/or integration layer with OpenText Content Server (min version 16) and other Open Text applications. |  <see Annex B, Section 12Table 1 Point 3> | 0: No Integration3: OpenText Content Server Integration5: Full Open Text Suite |
| 4) **Browsers:** The solution should be compatible with the latest version of the following standard approved WCG browsers: MS Edge, Chrome | 5.0% | Provide narrative proof of verification that signing solution is 100% functional within the MS Edge and Chrome. |  <see Annex B, Section 12Table 1 Point 4> | 0: No Compatibility3: MS Edge & Chrome5: Additional Browsers  |
| 5) **Mobile Applications:** The solution must be compatible with Android and IOS to open, send and sign documents on the go. | 5.0% | Provide narrative proof of Android or IOS Application in which user is SSO Authenticated and able to view and sign document.  |  <see Annex B, Section 12Table 1 Point 5> | 0: Incompatible3: Android Only5: Fully Compatible |
| **Signing Solution** |  |
| 6) **Reusable Signing Templates:** Must have the capability to create standard document and workflow templates with signatories, signing and information fields. | 7.5% | Provide documented evidence or narrative to substantiate the capability to create standard templates.  |  <see Annex B, Section 12Table 1 Point 6> | 0: No Capability3: Create Workflow & document templates5: Create intelligent workflows based on document templates |
| 7) **Workflows:** The solution must be able to route documents to multiple signatories for e-signatures. | 7.5% | Provide documented evidence or narrative to substantiate the ability of the solution to route documents to multiple signatories. |  <see Annex B, Section 12Table 1 Point 7> | 0: No Capability3: Series or Parallel Workflow routing5: Intelligent workflow routing |
| 8) **Bulk Send and Signing:** The solution must be able to Import a list of signatories and route documents and emails to each recipient. | 3.5%  | Provide documented evidence or narrative to substantiate the ability of the solution to Import a list of signatories and send documents and emails to each recipient. |  <see Annex B, Section 12Table 1 Point 8> | 0: No Capability3: Full Capability5: Additional Capability |
| 9) **Reminders and Notifications:** The solution must be able to set up email reminders and deadline notifications for signatories. | 5.0% | Provide documented evidence or narrative to substantiate the solution’s ability to set up email reminders and deadline notifications for signatories. |  <see Annex B, Section 12Table 1 Point 9> | 0: No Functionality3: Email5: Email and SMS or WhatsApp |
| 10) **Multi-format Support:** The solution must be able to allow signing of various documents types, primarily PDF. | 3.5% | Provide documented evidence or narrative to substantiate the solution’s ability to allow signing of documents from various document types and outputting final version as a PDF. |  <see Annex B, Section 12Table 1 Point 10> | 0: No Capability3: Apply signature to PDF5: Automatically converts to PDF upon signature |
| 11) **Different types of users:** The solution must provide for role-based user profiles. | 5.0% | Provide documented evidence or narrative to substantiate that the solution provides for role-based user profiles. (Roles include, initiator, recommender, supporter and approver) |  <see Annex B, Section 12Table 1 Point 11> | 0: No Capability3: Min 4 Roles5: Signing Rules integrated with user profile |
| 12) **Long Term Validation (LTV):** The solution must authenticate validity status of digital signature for 10+ years. | 5.0% | Provide documented evidence or narrative to substantiate the solution’s ability to enforce and embed the authentication validity status of digital signature for 10+ years within the signed document. |  <see Annex B, Section 12Table 1 Point 12> | 0: No Capability3: LTV 10 Years5: LTV based on Record Retention Schedule |
| **Support** |  |  |  |  |
| 13) **Maintenance:** The incumbent must provide WCG administrator and user support.  | 5.0% | Provide documented evidence (e.g. SLA) or narrative to substantiate the ability of the incumbent to provide WCG administrator and user support. |  <see Annex B, Section 12Table 1 Point 13> | 0: No Capability3: Specified Support Agreement5: WCG Integrated Service Desk Support |
| **Management & Maintenance** |  |
| 14) **Management Console:** The solution must provide role-based management interfaces. | 3.0% | Provide documented evidence (i.e. list of management interfaces) or narrative to substantiate the ability of the solution to provide role-based management interfaces. (I.e. Workflow Management, Template Management, User Management etc.) |  <see Annex B, Section 12Table 1 Point 14> | 0: No Capability3: Predefined Management Interfaces5: Customisable Management Interfaces |
| 15) **Dashboards:** The solution must allow users to view status of processes applicable to signatories.  | 3.0%  | Provide documented evidence or narrative to substantiate the ability of the solution to allow users to view status of processes applicable to signatories. |  <see Annex B, Section 12Table 1 Point 15> | 0: No Capability3: User Dashboards Available5: Intelligent Alerting & Highlighting |
| 16) **Management Reports:** System must provide standard system management reports and have capability to create custom reports. | 3.0% | Provide documented evidence or narrative to substantiate the ability of the system to provide system management reports and have capability to create custom reports. |  <see Annex B, Section 12Table 1 Point 16> | 0: No Capability3: Customisable Management Reports5: Intelligent Alerting & Highlighting |
| 17) **Audit Trails:** The solution must provide end to end document life cycle reports. | 3.0% | Provide documented evidence or narrative to substantiate the ability of the solution to provide end to end document life cycle reports. |  <see Annex B, Section 12Table 1 Point 17> | 0: No Capability3: Full Audit Trail5: Audit Trail information integrated with WCG RM System & Internal to the PDF |
| 18) **Co-branding:** The solution must provide Co-Branding with the WCG Logos.  | 4.0% | Provide documented evidence or narrative to substantiate the ability of the solution to provide Co-Branding with the WCG Logos.  |  <see Annex B, Section 12Table 1 Point 18> | 0: No Capability3: Ability to add and update interface with WCG corporate branding5: Fully customisable branding |
| 19) ISO Accreditation: Bidder must demonstrate Quality Management or Information Management capabilities. | 4.0% | Provide copies of ISO 9001 and/or ISO 27001 certifications. |  <see Annex B, Section 12Table 1 Point 19> | 0: No certification3: ISO 9001 or ISO 27001 certification5: ISO 9001 and ISO 27001 certification |
| **Total Points** | **100%** |   |   |  |

* 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. Client reserves the right to –
3. Negotiate the conditions, or
4. Automatically disqualify a bidder for not accepting these conditions.
5. 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, WCG DCAS will invoke the rights reserved in accordance with subsection 8.1(2) above.
6. The bidder must **complete the declaration of acceptance** as per section 8.3 below by marking with an **“X”** either “ACCEPT ALL” or “DO NOT ACCEPT ALL”, failing which the declaration will be regarded as “DO NOT ACCEPT ALL” and the bid will be disqualified.

## SPECIAL CONDITIONS OF CONTRACT

1. **CONTRACTING CONDITIONS**
	1. **Formal Contract. The Supplier must enter into a formal written Contract (Agreement) with WCG DCAS.**
	2. **Right of Award.** WCG DCAS reserves the right to award the contract for required goods or services to multiple Suppliers.
	3. **Right to Audit. SITA and/or WCG DCAS reserves the right, before entering into a contract, to conduct or commission an external service provider to conduct a financial audit or probity to ascertain whether a qualifying bidder has the financial wherewithal or technical capability to provide the goods and services as required by this tender.**
2. **DELIVERY ADDRESS.** The supplier must deliver the required products or services at as indicated in Section 2.2, Delivery Address
3. **DELIVERY SCHEDULE**
	1. The scope of work (Section 2.1) and Section 3 (Requirements) with reference to the signing solution must be implemented within 6 months after the contract has been awarded with the support component fulfilling the total 3-year period.
	2. The Supplier is responsible to perform the work as outlined in the following Breakdown Structure (WBS):

|  **WBS** | **Statement of Work** | **Delivery Timeframe** |
| --- | --- | --- |
|  |
| 1. | Implementation of the Advanced Electronic Signature solution (cloud based). | 2 months |
| 2. | Integration into OpenText Content Server (MyContent). | 2 months |
| 3. | Transfer of skill: Configuration of solution (Administration – Setup of signatures; Setup of workflows; Integration Configuration). | 1 month |
| 4. | Transfer of Skills: Adding Certificates | 1 month |

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 Grade** | **Service Level** |
| --- | --- | --- | --- |
|  | Signing Functionality  | Gold | 99% Availability |
|  | Front end System Availability | Gold | 99% Availability |
|  | User Authentication & Certificate Uploading | Normal | Maximum 4 hoursA resolve time of eight (8) hours on all calls logged for support is to be adhered to (resolve time refers to the time that elapses from when a call is logged with the supplier until the call is resolved – resolve time includes response time). |
|  | Management & Configuration Functionality | Normal | Maximum 2 hours A response time of one (1) hour on all calls logged for support is to be adhered to (response time refers to the time that elapses from when a call is logged with the supplier until receipt of the call is officially acknowledged, normally by providing a call reference number). |
|  | Service and Maintenance Services | Normal | Maximum 24 hoursA resolve time of twenty-four (24) hours on all calls logged for support is to be adhered to (resolve time refers to the time that elapses from when a call is logged with the supplier until the call is resolved – resolve time includes response time). |
|  | Risk Mitigation and Security Breach | Platinum | Max response time 1 hour. Any risk identified to the authenticity of the signed artifacts or suspected breaches to validation credentials must be addressed within the prescribed time frame. |

* 1. As an integrated service the digital signing solution is a critical component of the organisation’s day to day business processes and such requires that services provided promotes trust and productivity;
	2. Downtime must be prevented at all times;
	3. All Preventative, Corrective maintenance must be preapproved and follow the formal SITA/ WCG DCAS change process;
1. **SCOPE OF TECHNICAL SOLUTION DEVELOPMENT**

Refer to paragraphs 3.1 and 7 (Provide the scope of technical solution development if applicable)

1. **SUPPLIER PERFORMANCE REPORTING**
	1. **The Supplier will report on a weekly basis to SITA/** **WCG DCAS during the design, installation and implementation phase of the project; weekly written reports are to be presented to the SITA/** **WCG DCAS t on the progress of the preceding week until installation process has been completed.**
	2. **Quarterly meetings to be scheduled between SITA/** **WCG DCAS 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 Service Provider must be a member of [AATL](http://helpx.adobe.com/acrobat/kb/approved-trust-list2.html)..
	2. The supplier must be able to prove sound management, development and implementation principles and be able to prove such by means of ISO certifications.
	3. **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.**
	4. 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;
	5. 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;
	6. **Original Equipment Manufacturer (OEM) or Original Software Manufacturer (OSM) work. The Supplier must ensure that work or service is performed by a person who is certified by Original Equipment Manufacturer or Original Software Manufacturer.**
3. **LOGISTICAL CONDITIONS**
	1. **Hours of work**, 08h00 – 16h30.
	2. In the event that SITA/ WCG DCAS grants the Supplier permission to access SITA's/ WCG DCAS Environment including hardware, software, internet facilities, data, telecommunication facilities and/or network facilities remotely, the Supplier must adhere to the relevant policies and procedures (which policy and procedures are available to the Supplier on request) or in the absence of such policy and procedures, in terms of, best industry practice.
	3. **Tools of Trade**. The Supplier must bring their necessary tools of trade in order for them to perform their duties adequately.
	4. **On-site and Remote Support**. The Supplier must give off-site and remote support, and only when off-site support is not sufficient, then on-site support will be required upon approval by SITA/ WCG DCAS T representative.
	5. **Support and Help Desk**. After hours helpdesk support is required for the period of the first three months per site during weekdays including weekends and public holidays.
4. **SKILLS TRANSFER AND TRAINING**
	1. The Supplier must provide informal training on the proposed solution or product to technical staff and operator to enable SITA/ WCG DCAS to operate and support the product or solution after implementation.
5. **REGULATORY, QUALITY AND STANDARDS**
	1. **The Supplier must for the duration of the contract ensure compliance with ISO/IEC General Quality Standards, ISO27001, ISO 9001 and Protection of Personal Information Act (POPIA).**
	2. **The Supplier must for the duration of the contract ensure compliance with Minimum Interoperability Standards (MIOS) attached as Appendix A.**
6. **PERSONNEL SECURITY VETTING**
	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 vetting of all personnel involved in the Contract remains valid for the period of the contract.**
	3. **The Supplier must provide proof of security vetting.**
7. **CONFIDENTIALITY AND NON-DISCLOSURE CONDITIONS**
8. **The Supplier, including its management and staff, must before commencement of the Contract, sign a non-disclosure agreement regarding Confidential Information.**
9. 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;
	1. 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;
	2. 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;
	3. 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.
10. **GUARANTEE AND WARRANTIES****.** The Supplier warrants that:
11. The warranty of goods supplied under this contract remains valid for thirty-six (36) 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.;
12. 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;
13. 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;
14. 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 WCG DCAS;
15. the Products is maintained during its Warranty Period at no expense to WCG DCAS;
16. the Product possesses all material functions and features required for WCG DCAS’s Operational Requirements.
17. the Product remains connected or Service is continued during the term of the Contract;
18. 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 WCG DCAS without reducing or limiting the Supplier’s obligations under the Contract.
19. 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.
20. WCG DCAS 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.
21. any Product sold to WCG DCAS after the Commencement Date of the Contract remains free from any lien, pledge, encumbrance or security interest.
22. WCG DCAS’s use of the Product and Manuals supplied in connection with the Contract does not infringe any Intellectual Property Rights of any third party.
23. the information disclosed to SITA / WCG DCAS does not contain any trade secrets of any third party, unless disclosure is permitted by such third party.
24. 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.
25. it is not prohibited by any loan, contract, financing arrangement, trade covenant, or similar restriction from entering into the Contract.
26. the prices, charges and fees to SITA/ WCG DCAS 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
27. any misrepresentation by the Supplier amounts to a breach of Contract.
28. **INTELLECTUAL PROPERTY RIGHTS**
29. WCG DCAS retains all Intellectual Property Rights in and to WCG DCAS'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 WCG DCAS's Intellectual Property for the sole purpose of providing the Products or Services to WCG DCAS pursuant to this Contract; provided that the Supplier must not be permitted to use WCG DCAS's Intellectual Property for the benefit of any entities other than WCG DCAS without the written consent of WCG DCAS, which consent may be withheld in WCG DCAS's sole and absolute discretion. Except as otherwise requested or approved by WCG DCAS, which approval is in WCG DCAS's sole and absolute discretion, the Supplier must cease all use of WCG DCAS'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.
30. If so required by WCG DCAS, the Supplier must certify in writing to WCG DCAS that it has either returned all WCG DCAS Intellectual Property to WCG DCAS or destroyed or deleted all other WCG DCAS Intellectual Property in its possession or under its control.
31. WCG DCAS, at all times, owns all Intellectual Property Rights in and to all Bespoke Intellectual Property.
32. 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.
33. Provide WCG DCAS with the compliant safety file.
34. **GENERAL**

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 / WCG DCAS 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/ WCG DCAS 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**
	1. The SITA/ WCG DCAS 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/ WCG DCAS any form of fronting.
	2. The SITA/ WCG DCAS, 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/ WCG DCAS may have against the bidder/contractor concerned.
2. **BUSINESS CONTINUITY AND DISASTER RECOVERY PLANS**

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

1. **SUPPLIER DUE DILIGENCE**

SITA/ WCG DCAS T reserves the right to conduct supplier due diligence prior to final award or at any time during the Contract period and this may include pre-announced/ non-announced site visits. During the due diligence process the information submitted by the bidder will be verified and any misrepresentation thereof may disqualify the bid or Contract in whole or parts thereof.

## DECLARATION OF COMPLIANCE

|  | **ACCEPT ALL** | **DO NOT ACCEPT ALL** |
| --- | --- | --- |
| 1. The bidder declares to ACCEPT ALL the Special Condition of Contract as specified in section 8.2 above by indicating with an “X” in the “ACCEPT ALL” column, OR
2. The bidder declares to NOT ACCEPT ALL the Special Conditions of Contract as specified in section 8.2 above by -
	1. Indicating with an “X” in the “DO NOT ACCEPT ALL” column, and;
	2. Provide reason and proposal for each of the conditions that is not accepted.
 |  |  |
| **Comments by bidder:**Provide reason and proposal for each of the conditions not accepted as per the format:Condition Reference:Reason:Proposal: |

* 1. COSTING AND PRICING

# COSTING AND PRICING

## COSTING AND PRICING EVALUATION

1. In terms of Preferential Procurement Policy Framework Act (PPPFA), the following preference point system is applicable to all Bids:
	1. the 80/20 system (80 Price, 20 B-BBEE) for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); or
	2. the 90/10 system (90 Price, 10 B-BBEE) for requirements with a Rand value above R50 000 000 (all applicable taxes included).
		1. This bid will be evaluated using the preferential point system of **80/20.**
2. The bidder must **complete the declaration of acceptance** as per section 9.4 below by marking with an “X” either “ACCEPT ALL”, or “DO NOT ACCEPT ALL”, failing which the declaration will be regarded as “DO NOT ACCEPT ALL” and the bid will be disqualified.
3. Bidder will be bound by the following general costing and pricing conditions and WCG DCAS reserves the right to negotiate the conditions or automatically disqualify the bidder for not accepting these conditions. These conditions will form part of the Contract between WCG DCAS and the bidder. However, SITA reserves the right to include or waive the condition in the Contract.

## COSTING AND PRICING CONDITIONS

1. SOUTH AFRICAN PRICING

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

1. **TOTAL PRICE**
	1. All quoted prices are the total price for the entire scope of required services and deliverables to be provided by the bidder.
	2. The cost of delivery, labour, S&T, overtime, etc. must be included in this bid.
	3. All additional costs must be clearly specified.
2. **BID EXCHANGE RATE CONDITIONS.** The bidders must use the exchange rate provided below to enable SITA to compare the prices provided by using the same exchange rate:

|  |  |
| --- | --- |
| **Foreign currency** | **South African Rand (ZAR) exchange rate**  |
| 1 US Dollar | R18,33 |
| 1 Euro | R17,91 |
| 1 Pound | R20,54 |

## BID PRICING SCHEDULE

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

**SITA/WCG DCAS reserves the right to negotiate pricing with the recommended bidder prior to the award as well as envisaged quantities**.

## DECLARATION OF ACCEPTANCE

|  | **ACCEPT ALL** | **DO NOT ACCEPT ALL** |
| --- | --- | --- |
| 1. The bidder declares to ACCEPT ALL the Costing and Pricing conditions as specified in section 9.2 above by indicating with an “X” in the “ACCEPT ALL” column, or
2. The bidder declares to NOT ACCEPT ALL the Costing and Pricing Conditions as specified in section 9.2 above by -
	1. Indicating with an “X” in the “DO NOT ACCEPT ALL” column, and;
	2. Provide reason and proposal for each of the condition not accepted.
 |  |  |
| **Comments by bidder:**Provide the condition reference, the reasons for not accepting the condition. |

* 1. Terms and definitions

# ABBREVIATIONS

PPPFA Preferential Procurement Policy Framework Act

WCG Western Cape Government

DCAS Department of Cultural Affairs and Sport

DTS Digital Transformation Strategy

OTCS OpenText Content Server

AES Advanced Electronic Signature

ECM Enterprise Content Management

SAPO South African Post Office

PDF Portable Document Format

SAAA South African Accreditation Authority

AATL Adobe Approved Trust List

ECT ACT Electronic Communications and Transactions Act

1. BIDDER SUBSTANTIATING EVIDENCE

# 11. MANDATORY REQUIREMENT EVIDENCE

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

Attach AATL membership documentation (valid certificate, license or membership card) here.

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

Complete table below, noting that:

* 1. Bidder must provide reference details of at least two (2) customers to whom at least one (1) project each for the supply and installation of an integrated Digital Signing Solution delivered in the last five (5) years.

Table 1: References

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **No** | **Company name** | **Reference Person Name, Tel and/or email** | **Project Scope of work**  | **Project Start and End-date** |
| 1 | <Company name> | <Person Name><Tel><email> | < Provide the details of the scope for provision of digital signing solution was provided>  | Start Date:End Date: |
| 2 | <Company name> | <Person Name><Tel><email> | < Provide the details of the scope for provision of digital signing solution was provided> | Start Date:End Date: |

## ****11.3 BIDDER SOLUTION REQUIREMENTS****

Attach an official letter signed by senior official with executive powers confirming the cloud hosting capabilities Here.

* 1. **BIDDER PROVISIONING OF SIGNING CERTIFICATES:**
1. Attach an official letter signed by senior official with executive powers confirming the cloud hosting capabilities.
2. Attach SAAA approval status if providing own Class 3 or 4 certificates; or attachment letter of agreement between bidder and an SAAA approved certificate provider.
	1. **BIDDER COMMERCIAL OFFERING**

Attach a letter from senior management with executive authority confirming the pricing model is user based and not usage based.

#  TECHNICAL FUNCTIONALITY REQUIREMENT EVIDENCE

Provide unique reference to locate substantiating evidence in the bid response and complete table below:

Table 1: Substantiating Evidence

|  |  |  |  |
| --- | --- | --- | --- |
| **No** | **Requirement** | **Substantiating evidence required** | **Bidder Evidence** |

|  |  |  |  |
| --- | --- | --- | --- |
| 1 | **Scalability** | Simultaneous system usage of 5000 users to be demonstrated in simulated data or actual usage data report. |   |
| 2 | **Azure Active Directory Integration** | Provide documented evidence of API/appropriate integration layer must be available to integrate with WCG Cloud Azure, Exchange and AD. |   |
| 3 | **Integration in other applications**  | Provide documented evidence of API and/or integration layer with OpenText Content Server (min version 16) and other Open Text applications. |   |
| 4 | **Browsers** | Provide narrative proof of verification that signing solution is 100% functional within the MS Edge and Chrome. |   |
| 5 | **Mobile Applications** | Provide narrative proof of Android or IOS Application in which user is SSO Authenticated and able to view and sign document. |   |
| 6 | **Reusable Templates**  | Provide documented evidence or narrative to substantiate the capability to create standard templates. |   |
| 7 | **Workflows** | Provide documented evidence or narrative to substantiate the ability of the solution to route documents to multiple signatories. |   |
| 8 | **Bulk Send & Signing** | Provide documented evidence or narrative to substantiate the ability of the solution to Import a list of signatories and send documents and emails to each recipient. |   |
| 9 | **Reminders and Notifications** | Provide documented evidence or narrative to substantiate the solution’s ability to set up email reminders and deadline notifications for signatories. |   |
| 10 | **Multi-format Support** | Provide documented evidence or narrative to substantiate the solution’s ability to allow signing of documents from various document types and outputting final version as a PDF. |   |
| 11 | **Different types of users** | Provide documented evidence or narrative to substantiate that the solution provides for role-based user profiles. (Roles include, initiator, recommender, supporter and approver) |   |
| 12 | **Long Term Validation** | Provide documented evidence or narrative to substantiate the solution’s ability to enforce and embed the authentication validity status of digital signature for 10+ years within the signed document. |   |
| 13 | **Maintenance**  | Provide documented evidence (e.g. SLA) or narrative to substantiate the ability of the incumbent to provide WCG administrator and user support. |   |
| 14 | **Management Console** | Provide documented evidence (i.e. list of management interfaces) or narrative to substantiate the ability of the solution to provide role-based management interfaces. (I.e. Workflow Management, Template Management, User Management etc.) |   |
| 15 | **Dashboards** | Provide documented evidence or narrative to substantiate the ability of the solution to allow users to view status of processes applicable to signatories. |   |
| 16 | **Management Reports** | Provide documented evidence or narrative to substantiate the ability of the system to provide system management reports and have capability to create custom reports. |   |
| 17 | **Audit Trails** | Provide documented evidence or narrative to substantiate the ability of the solution to provide end to end document life cycle reports. |   |
| 18 | **Co-branding** | Provide documented evidence or narrative to substantiate the ability of the solution to provide Co-Branding with the WCG Logos. |   |
| 19 | **ISO Accreditation** | Provide copies of ISO 9001 and/or 27001 certifications. |  |