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**BID SPECIFICATION**

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

Registration number 1999/001899/30

|  |  |
| --- | --- |
| **RFB REF. NO:** | **RFB 2686-2022** |
| **DESCRIPTION** | **PROVISION OF LAYER-2 TRANSMISSION NETWORK FOR THE SITA CORE NETWORK WITH MAINTENANCE AND SUPPORT FOR A PERIOD OF 60 MONTHS** |
| **PUBLICATION DATE** | **11 NOVEMBER 2022** |
| **BRIEFING SESSION** | **Compulsory Briefing Session will be held as follows:**  **Date: 21 November 2022**  **Time: 10:00AM**  **Place: MS Teams**  **NOTE: THE COMPULSORY BRIEFING SESSION WILL BE DONE VIRTUALLY. KINDLY RSVP (shalati.mabunda@sita.co.za)**  **BEFORE THE 18 November 2022 AT 12H00 PM VIA EMAIL FOR THE LINK.** |
| **CLOSING DATE FOR QUESTIONS AND ANSWERS** | **07 December 2022 @16:00PM** |
| **RFB CLOSING DETAILS** | **DATE: 20 January 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** | **20 January 2023 @ 12:00pm, TENDER OFFICE, 459 TSITSA STREET,** **ERASMUSKLOOF, PRETORIA (HEAD OFFICE)** |
| **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 Provision of Layer-2 Transmission network for the SITA core network with maintenance and support for a period of 60 months.

## BACKGROUND

The current Layer-2 Core network has numerous Single Points of Failure (SPoF) challenges which result in frequent outages that impact negatively on SITA customers. SITA clients are moving their workloads and applications to the cloud. This trend, combined with rapid bulk data growth, mobile devices and media-rich applications, is placing more demands on SITA core network.

# SCOPE OF BID

## SCOPE OF WORK

Supply, install and configure connectivity solution end-to-end as indicated below:

1. Bidder to provide a detailed Layer-2 transmission design that will interconnect all SITA Switching Centre Point of Presence (POP) country wide on the basis that the transmission network should provide resiliency, scalability, and high availability:
2. Provide ring/network with Multipoint to multipoint capability.
3. Bidder to provide full description of the proposed Layer 2 transmission technology platform or product description, indicating bandwidth scalability. Technologies such as Metro-Ethernet; DWDM etc.
4. Bidders to provide pricing for a High Availability solution based on the following:
5. 99.95% service availability SLA for the entire SITA core network.
6. Current bandwidth requirement for national ring is 10Gbps (1+1) per POP and Regional ring is 10Gbps (1+1) per POP throughout the entire Layer-2 transmission solution but must be upgradable up to 100 Gbps for National and Regional Rings on as and when requested basis.
7. Maintenance and Support of the Layer-2 transmission connectivity solution for the duration of the contract.

**NOTES:**

**It is the bidder’s responsibility to provide a complete and workable solution in line with the scope provided above. Should SITA have omitted anything, the bidder must indicate this in the response and provide a price for the missing component/s separately.**

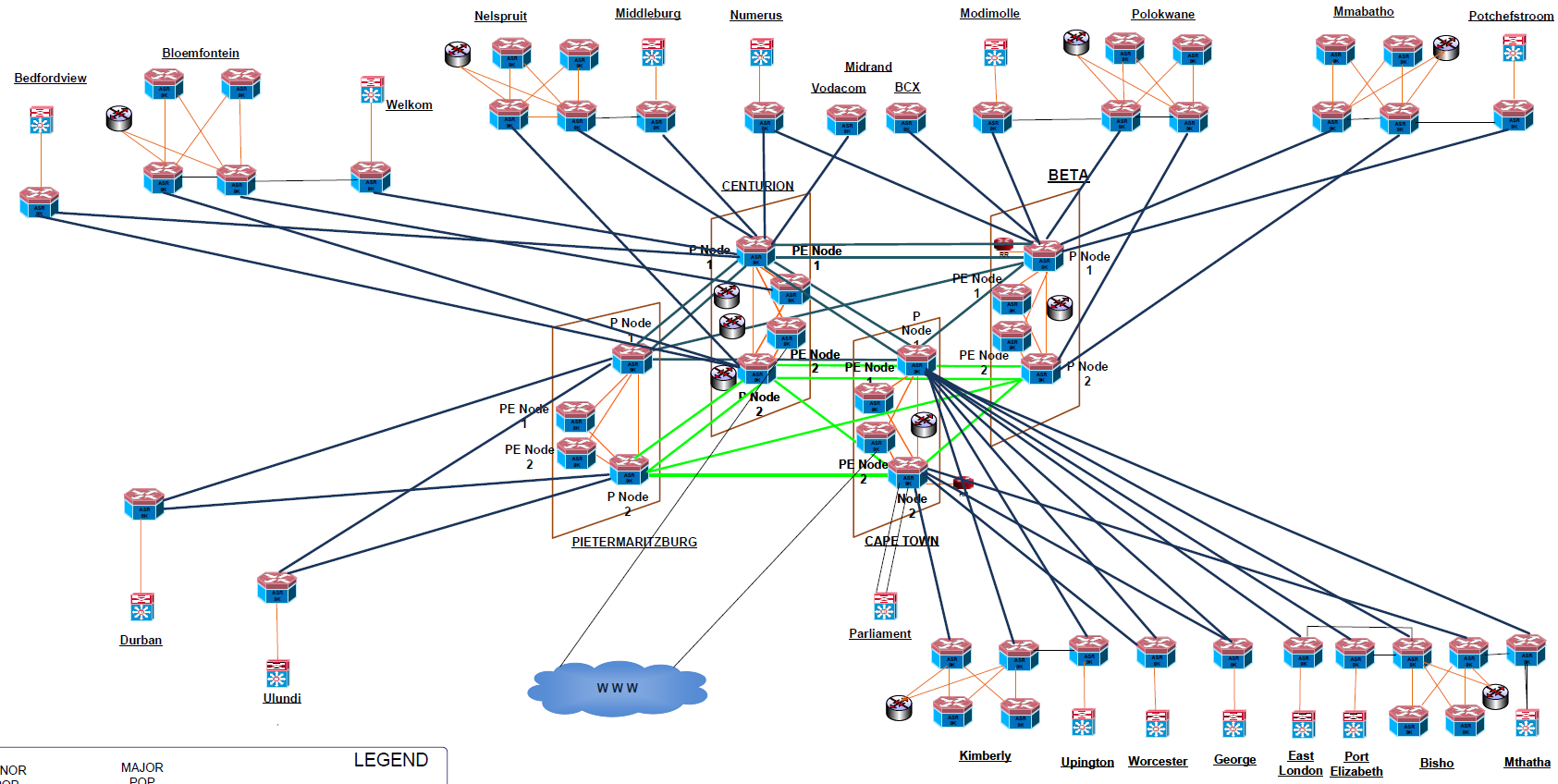
## DELIVERY ADDRESS

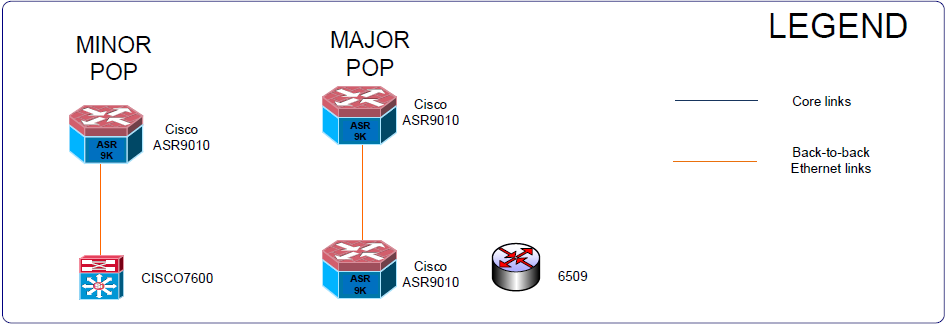
| **Switching Centre #** | SITE NAME |
| --- | --- |
|  | **Gauteng** |
|  | Centurion |
|  | * **Numerus** |
|  | Bureau Beta |
|  | Midrand |
|  | * **Bedfordview** |
|  | **Limpopo** |
|  | Polokwane |
|  | Nylstroom (Modimolle) |
|  | **Mpumalanga** |
|  | Nelspruit |
|  | Middelburg |
|  | **North West** |
|  | Potchefstroom |
|  | Mmabatho |
|  | **Free State** |
|  | Bloemfontein |
|  | Welkom |
|  | **Northern Cape** |
|  | Kimberley |
|  | Upington |
|  | **Western Cape** |
|  | * **Cape Town** |
|  | George |
|  | Worcester |
|  | Cape Town Parliament |
|  | **Eastern Cape** |
|  | Port Elizabeth |
|  | East London |
|  | Bhisho |
|  | Umtata / Mthatha |
|  | **KZN** |
|  | Durban |
|  | Pietermaritzburg |
|  | Ulundi |

**NOTE:** **ANNEX D: The Detailed Delivery Address list will only made available to Bidders, which attend the Compulsory Virtual Briefing Session after signing the necessary Non-Disclosure documentation.**

## CUSTOMER INFRASTRUCTURE AND ENVIRONMENT REQUIREMENTS

The current SITA NGN architecture is made up of 4 Super Core PoPs interconnected by 15 links of various bandwidth capacities and an aggregation/Edge Layer that comprise of 20 PoPs interconnected by 40 links totalling to 55 core links as depicted on Figure 1 below:



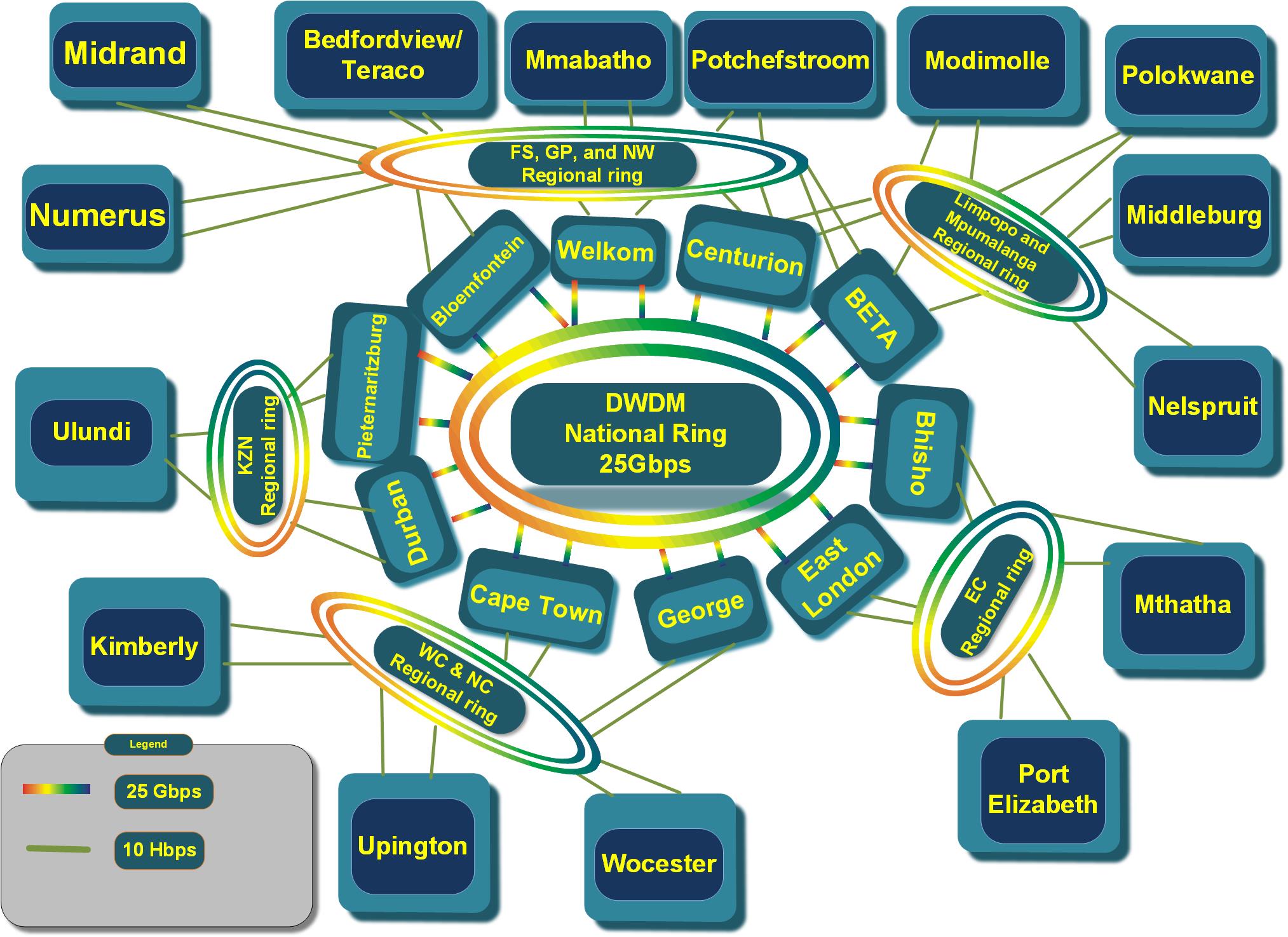


**Figure-1 SITA MPLS Architecture**

# REQUIREMENTS

## PRODUCT/ SERVICE / SOLUTION REQUIREMENTS

1. **Solution Target Architecture**:

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**Figure-2 Target Layer2 architecture**

1. **Solution Overview**:

Figure-2 above illustrates the target architecture which has a 10Gbps National and 10Gbps Regional Transmission Rings with each SITA POP having two diverse Transmission connections on the rings. SITA will then provision its modern SDN Core network over the new Layer-2 Transmission network as depicted in Figure-2.1.

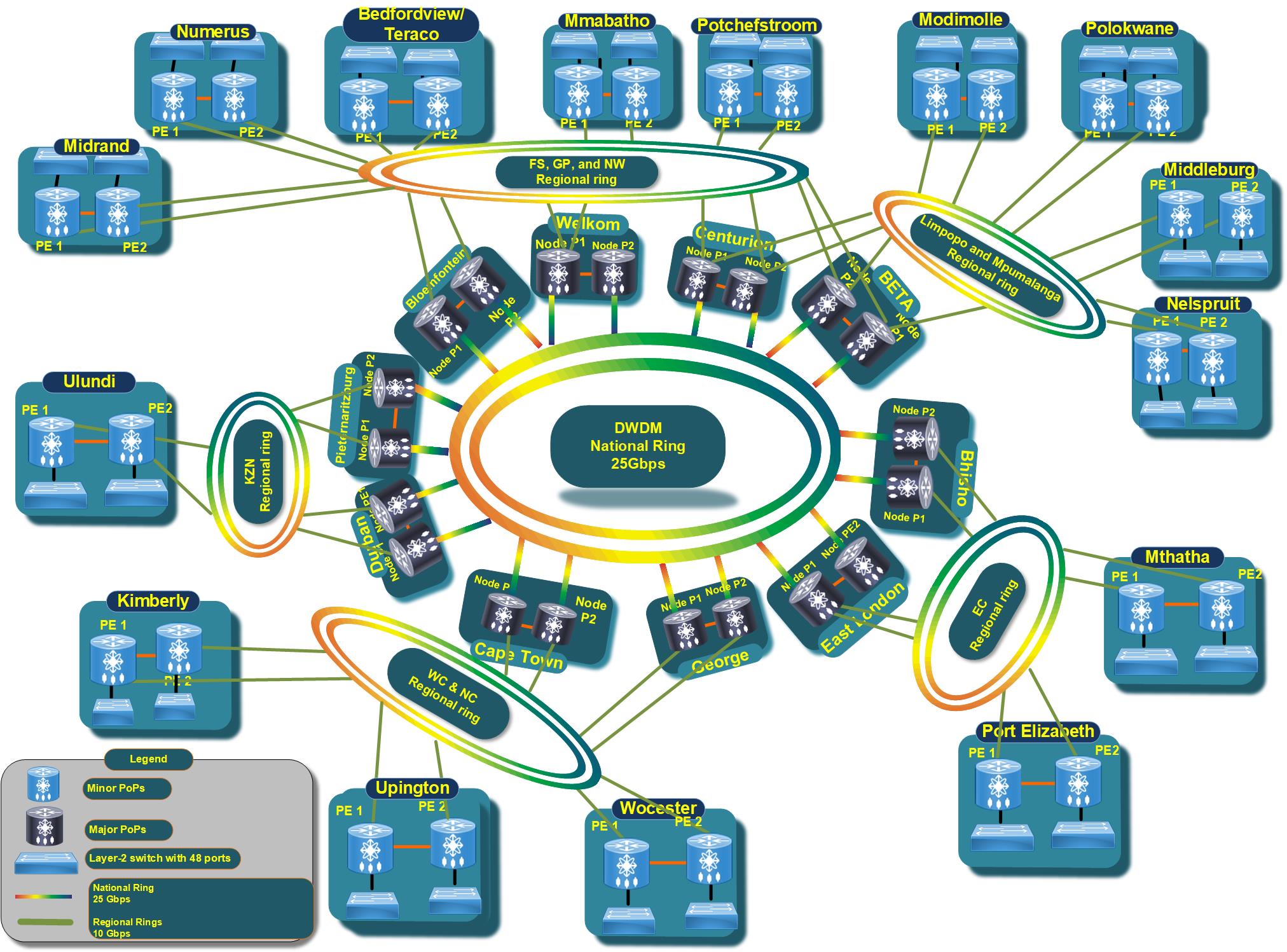


Figure-2.1 SITA new SDN Core network

Figure 2.1 is how SITA views its new SDN Core network. This Figure-2.1 is used in this specification only to give bidders a complete picture of the target architecture.

In the following Figure-2.2 we provide in more detail how SITA POPs in what we call the Minor and Major POPs connect to the Regional and National Ring. All SITA POPs that are part of the National Ring are referred to as Major POPs and all POPs that only connect to the Regional Rings are referred to as Minor POPs. Based on Figure-2.2 East London and Bisho are Major POPs since they connect to the National Ring and also to the Regional Ring.

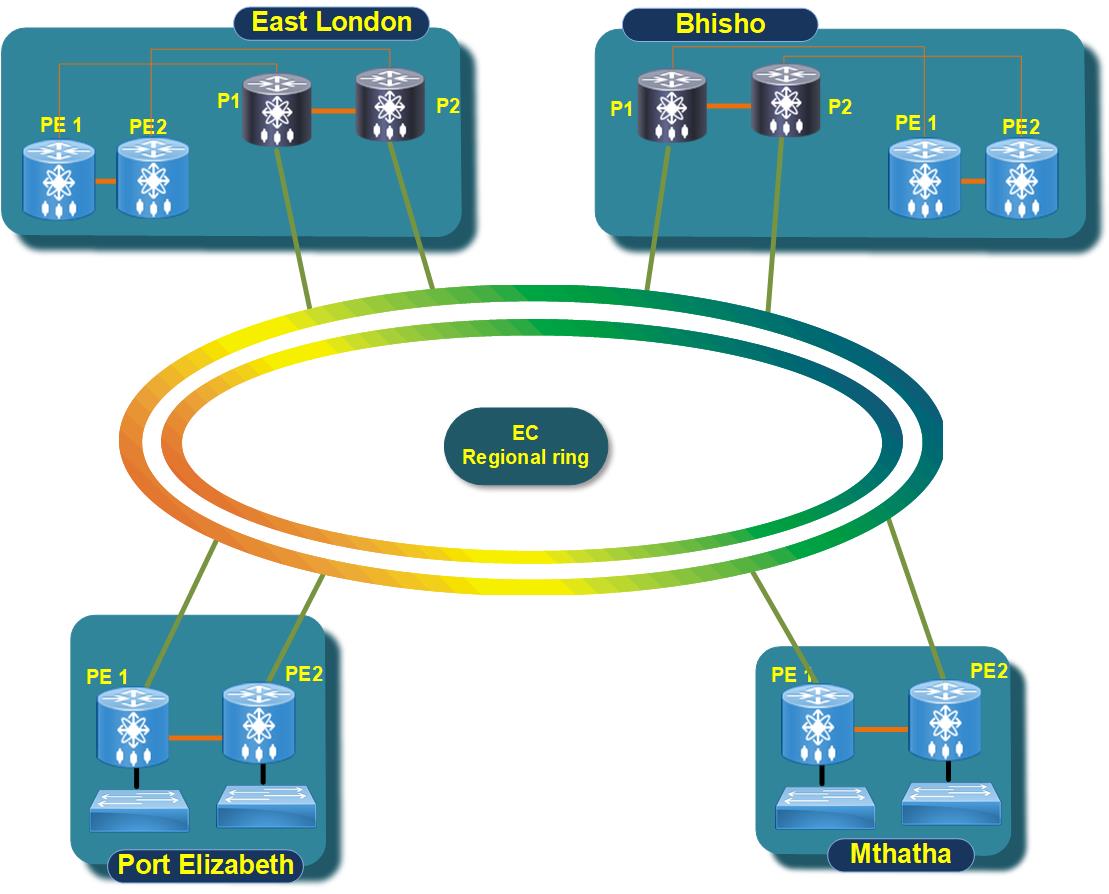


Figure-2.2 shows the level of redundancy we require from each layer of the network to the next. Physical connection between the PE nodes and the Layer-2 Service Provider (SP) must be provided via diverse routes, physical connection between the P nodes and the SP must be provided via diverse routes. The physical diverse routes must be provided as mentioned above nationally.

**Connectivity service definition**:

National Ring connectivity consists of 2 X 10Gbps diverse handoffs per SITA POP. The Regional Rings connectivity will consist of 2 X 10 Gbps diverse handoffs per SITA POP. The suggested rings are SITA suggested rings and are not prescriptive to bidders but rather a guide of the underlying objective which SITA aims to achieve through this specification, but SITA is open to alternative topologies with the same objectives. For example, a bidder might suggest a regional ring that consist of Port Elizabeth, East London, and George as one ring and Mthatha, Bisho, and Pietermaritzburg as another ring. This will be welcomed as long as it meets the objective of having a Resilient, Scalable, Redundant and Robust core transmission network.

Service provider to implement the solution in phases as follows:

* 1. Phase-1 implement National Ring.
  2. Phase-2 any of the Regional Rings and so on.

1. **Solution Integration requirements**
   1. Provide 10/25/40/100 Gbps SFPs.
   2. Provide the required number of single mode fibre based on the solution. NB: This requirement is applicable provided the SP provides a node onsite.

## SERVICES REQUIREMENTS

The following services are applicable to all components of the proposed solution:

1. Maintenance and support for a period of 60 months.

:

# 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 2A | Technical Mandatory requirement evaluation | YES |
| Stage 2B | Technical Functionality requirement evaluation | NO |
| Stage 2C | Technical Proof of Concept requirement evaluation | NO |
| Stage 3 | Special Conditions of Contract verification | YES |
| Stage 4 | 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.

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

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

## ADMINISTRATIVE PRE-QUALIFICATION REQUIREMENTS

1. **Submission of bid response**: The bidder has submitted a bid response documentation pack –
   1. that was delivered at the correct physical or postal address and within the stipulated date and time as specified in the “Invitation to Bid” cover page, and;
   2. in the correct format as one original document, one copy and two copies on memory stick / USB.
2. **Attendance of briefing session**: A **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.

**Note (1):** Bidder who wishes to attend the Compulsory Virtual Briefing Session needs to notify the responsible Specialist indicated in the Bid Document of attending the session, who will provide the Bidder with the necessary Non-disclosure Agreement documentation to complete.

**Note (2):** The link to the Compulsory Virtual Briefing Session will then be sent to those Bidders which have successfully signed and returned the Non-Disclosure Agreement documentation to the responsible Specialist indicated in the Bid Document.

**Note (3):** **ANNEX E: The Detailed Delivery Address List will only made available to Bidders, which attend the Compulsory Virtual Briefing Session after signing the necessary Non-Disclosure documentation.**

1. **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

## 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 must provide a copy of a valid the ICASA Individual-ECS, or Individual-ECNS license.  **Note: Individual ECS and ECNS are National ICASA Licenses as confirmed by ICASA.** | The Bidder must attach to Annexure B a copy of a valid I-ECN or, I-ECNS certificate/license indicating clearly  (a) The bidder’s name; and  (b) The level of partnership.  **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 / CAPABILITIES REQUIREMENTS**   The bidder must have provided an Inter-Provincial Layer-2 transmission services to at least two (2) customers during the past five (5) years with bandwidth capacity of 10 Gbps and more and SLA in excess of 99%. | The Bidder must provide reference details from at least two (2) customers to whom the Supply, Installation, Maintenance and Support of an Inter-Provincial Layer-2 transmission services with bandwidth capacity of 10 Gbps and more, and SLA in excess of 99,95% were delivered during the past five (5) years.  **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 11.2, table 1> |
| 1. **BIDDER SOLUTION DETAILING FULL REDUNDANCY**   The bidder must provide full description (design) of the solution with details of how redundancy and the diverse handoff will be achieved. | The Bidder must provide documentation that provides full description (design) of the solution with detail of how redundancy and the diverse handoff will be achieved as specified in Solution Overview SECTION 3.1. | <provide unique reference to locate substantiating evidence in the bid response – see Annex B, section 11.3> |
| 1. **SPECIAL CONDITIONS OF CONTRACT**   Bidder must accept all the Special Conditions of contract | Bidder must comply to All the Special Conditions of Contract in Section 7.2 by completing Section 7.3 Declaration of Acceptance and attach this to Annexure B.  **Note (1):**  Failure to comply with all the Special Conditions of Contract will result in disqualification.  **Note (2) :**  SITA reserves the right to verify the information provided. | <provide unique reference to locate substantiating evidence in the bid response – see Annex B, section 11.4> |
| 1. **THIRD PARTY RISK MANAGEMENT ASSESMENT**   The bidder must confirm compliance to Third Party Risk Management Assessment. | The Bidder **must** comply to the Third Party Risk Management Assessment requirement by completing All the questions in **ANNEX C** and **attach it here**.  **Note:**  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 and Annex C> |

## 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 internal**
   2. **Right of Award.** SITA reserves the right to award the contract for required goods or services to multiple Suppliers.
   3. **Right to Audit. SITA reserves the right, before entering into a contract, to conduct or commission an external service provider to conduct a financial audit or probity to ascertain whether a qualifying bidder has the financial wherewithal or technical capability to provide the goods and services as required by this tender.**
2. **DELIVERY ADDRESS**

The supplier must deliver the required products or services at as indicated in Section 2.2, Delivery Address

1. **DELIVERY SCHEDULE**
   1. The scope of work (Section 2.1) and Section 3 (Requirements) must be completed within <Refer 7.2 (3) (b)> after the contract has been awarded to all below SITA buildings i.e. decommission, supply, install and configure.
   2. The Supplier is responsible to perform the work as outlined in the following Breakdown Structure (WBS):

| **WBS** | **Statement of Work** | **Delivery Timeframe** |
| --- | --- | --- |
|  | | |
|  | Provide connectivity services for the National Ring as described in section 2.1. NB: the first phase is for the immediate requirements. | Complete within 60 days after the request is logged.  Please refer to the accompanying Service Description - SOW (ANNEX D) document in section A.10.5 |
|  | Provide connectivity services for the Regional Rings as described in section 2.1. NB: the second phase. | Complete within 120 days after the request is logged. |

1. **SERVICES AND PERFORMANCE METRICS**
   1. This is a critical service for SITA and consequently the service provider is expected to achieve high levels of service as described in (b) below. Furthermore, SITA will impose service penalties as described in section A.10 of the accompanying Service Description – SOW (ANNEX D) document for failing to meet these specified service levels.
   2. The service provider is expected to deliver services as per service metrics specified in the below table:

| **SBS** | **Service Element** | **Service Grade** | **Service Level** |
| --- | --- | --- | --- |
|  | Call Centre | Platinum | 24h x 7days (24 x 7-hour window) |
|  | Mean Time to Respond | All | Please refer to the document Service Description - SOW (ANNEX D) document for the Core Links Rings, section A.10.1 Mean Time to respond in the SOW. |

| **SBS** | **Service Element** | **Service Grade** | **Service Level** |
| --- | --- | --- | --- |
|  | Incident Restore | Normal | Within 22 minutes. Please refer to the accompanying Service Description - SOW (ANNEX D) document section A.10.4 Link Availability (Fully Redundant Services). |
|  | Reported fault status | Normal | Hourly until resolution |
|  | Root Cause Analysis Report to be provided | Normal | Please refer to the accompanying Service Description – SOW (ANNEX D) document for the Core Links Rings, section A.10.3 |
|  | Service Availability | Platinum | 99.95% Availability. Also refer to accompanying SOW the document Service Description – SOW (ANNEX D) document for the Core Links Rings, section A.2.1 |
|  | Latency on point-point link | Normal | Please refer to the accompanying Service Description - SOW (ANNEX D) document for the Core Links Rings, section A.10.7 |
|  | Packet loss | Normal | Please refer to the accompanying Service Description - SOW (ANNEX D) document for the Core Links Rings section A.10.9 |

* 1. Hours of work are 24 hours.
  2. Service provider (SP) must submit a request 14 days in advance requesting an approval for a planned down time.
  3. The Service Provider must continually monitor the core links/rings provided to SITA using its monitoring tools and upon identification of outages raise an incident on its service desk, notify SITA immediately and commence resolution. In the event of Service Provider identifying performance constraints, the Service Provider must immediately notify SITA of such performance degradation and attempt resolution.
  4. The service performance shall be measured against the above service performance metrics

1. **SCOPE OF TECHNICAL SOLUTION DEVELOPMENT**

N/A

1. **SUPPLIER PERFORMANCE REPORTING**
   1. A monthly Service Review meeting will be held; during this meeting SITA and the Service Provider will conduct a review of the services rendered over the past reporting month. This may also act as the forum for raising detailed technical issues, including trend analysis of the network performance and the identification of service improvement opportunities; planning and tracking extensions to the network (e.g. new Designated Sites); planning for expected changes in required capacity; upgrades; and similar related issues.
   2. Service level indicators will be reviewed in the meeting.
   3. The Service Provider is required to provide a monthly report to SITA within 3 (three) business days after month end.

| **Type of Report** | **Report Contents** | **Frequency** |
| --- | --- | --- |
| Incident Report | * List of all incidents that were reported on the incident management system. * The time and date the incident was reported. * The time and date the incident was resolved. * Duration of downtime per incident. * SITA reference responsible for clearing the incident. * Agreed Clock Stop Time per incident * Service credit percentage where applicable. | Report to be submitted on a monthly basis |
| Service Level Performance Report | Report on Service Provider’s performance against the agreed Service levels | Report will be made available to be submitted on monthly basis. |

* 1. At least one Technical Review Meeting shall be held every two (2) months during which the Service Provider will present the results of a two monthly cost and efficiency review of the services provided, and make recommendations for optimising SITA’s effective use of these services. The analysis and recommendations will be provided to SITA in writing.
  2. Meeting minutes must be approved and filed by SITA and Service Provider**.**

1. **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 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, including certification.**
2. **LOGISTICAL CONDITIONS**
   1. **Hours of work**, 24/7.
   2. In the event that SITA grants the Supplier permission to access SITA's Environment including hardware, software, internet facilities, data, telecommunication facilities and/or network facilities remotely, the Supplier must adhere to SITA's relevant policies and procedures (which policy and procedures are available to the Supplier on request) or in the absence of such policy and procedures, in terms of, best industry practice.
   3. **Tools of Trade**. The Supplier must 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 representative.
   5. **Support and Help Desk**. Help desk support is required for the duration of the contract.
3. **SKILLS TRANSFER AND TRAINING**
   1. N/A
4. **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**
5. **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**
6. **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.
7. **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. **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**
   1. The SITA supports the spirit of Broad Based Black Economic Empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background the SITA any form of fronting.
   2. The SITA, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry/investigation, the onus will be on the bidder / contractor to prove that fronting does not exist. Failure to do so within a period of 14 days from date of notification may invalidate the bid / contract and may also result in the restriction of the bidder/contractor to conduct business with the public sector for a period not exceeding ten (10) years, in addition to any other remedies SITA may have against the bidder/contractor concerned.
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. **TARGETED PROCUREMENT/TRANSFORMATION**

SITA, in terms of the PPPFA Regulation 2017 section 9(1), has an obligation to advance designated groups which includes black SMMEs (i.e. Exempted Micro Enterprises (EME) and Qualifying Small Enterprises (QSE)) for the supply of certain ICT goods or services where feasible to subcontract for a contract above R30m, an organ of state must apply subcontracting to advance designated groups.

The bidder is required to subcontract a minimum of 30% of the value of the contract to an EME or QSE which is at least 51% owned by black people, or to EMEs and/or QSEs which are at least 51% owned by black women or youth.

1. **SUPPLIER DUE DILIGENCE**

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

1. **THIRD-PARTY MANAGEMENT RISK ASSESMENT**
   1. The Bidder will provide all reasonable supporting documentation for the Third-Party Risk Management Assessment when requested to do so, as well as during contract finalisation as this is a **pre-award condition of this bid**.
   2. Any risk identified during the assessment process will have to be mitigated and/or remediated before or during the contract finalisation phase. A detailed mitigation plan, that is acceptable to SITA, may also be required.
   3. Supplier due diligence, as contained in the Special Conditions of Contract, is also applicable to this Third-Party Risk Management process.

## 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. |  |  |
| **NOTE: FAILURE TO ACCEPT ALL THE SPECIAL CONDITIONS OF CONTRACT WILL RESULT IN DISQUALIFICATION** | | |

* 1. COSTING AND PRICING

# COSTING AND PRICING

## COSTING AND PRICING EVALUATION

1. In terms of Preferential Procurement Policy Framework Act (PPPFA), the following preference point system is applicable to all Bids:
   1. the 80/20 system (80 Price, 20 B-BBEE) for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); or
   2. the 90/10 system (90 Price and 10 B-BBEE) for requirements with a Rand value above R50 000 000 (all applicable taxes included).
2. This bid will be evaluated using the preferential point system of **90/10**, subject to the following conditions –
   1. If the lowest acceptable bid price is up to and including R50 000 000 (all applicable taxes included) then the 80/20 preferential point system will apply to all acceptable bids; or
   2. If the lowest acceptable bid price is above R50 000 000 (all applicable taxes included) then the 90/10 preferential point system will apply to all acceptable bids;
3. The bidder must **complete the declaration of acceptance** as per section 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.
4. Bidder will be bound by the following general costing and pricing conditions and SITA reserves the right to negotiate the conditions or automatically disqualify the bidder for not accepting these conditions. These conditions will form part of the Contract between SITA and the bidder. However, SITA reserves the right to include or waive the condition in the Contract.

## COSTING AND PRICING CONDITIONS

1. **SOUTH AFRICAN PRICING**

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

1. **TOTAL PRICE**
   1. All quoted prices are the total price for the entire scope of required services and deliverables to be provided by the bidder.
   2. The cost of delivery, labour, S&T, overtime, etc. must be included in this bid.
   3. All additional costs must be clearly specified.

**NB: SITA reserves the right to negotiate pricing with the successful bidder prior to the award as well as envisaged quantities**.

1. **BID PRICING SCHEDULE**

Bidders will complete the bid pricing schedule in the Excel spreadsheet format provided and include 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. TERMS AND DEFINITIONS

# ABBREVIATIONS

BBBEE Broad Based Black Economic Empowerment

BSCOM Bid Specification Committee

CRM Customer Relations Manager

CSD Central Supplier Database

DoA Delegation of Authority

EME Exempted Micro Enterprise

GCC General Condition of Contract

N/A Not Applicable

NT National Treasury

OEM Original Equipment Manufacturer

OSM Original Software Manufacturer

POC Proof of Concept

PPPFA Preferential Procurement Policy Framework Act

QSE Qualifying Small Enterprise

RFA Request for Accreditation

RFB Request for Bid

RFP Request for Proposal

RFQ Request for Quotation

RSA Republic of South Africa

SBD Standard Bidding Document

SCC Special Condition of Contract

SCM Supplier Chain Management

SITA State Information Technology Agency

SMME Small Medium and Micro Enterprise

TCV Total Contract Value

USD United States Dollar

VAT Value Added Tax

ZAR South African Rand

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1. BIDDER SUBSTANTIATING EVIDENCE

# 11.0 MANDATORY REQUIREMENT EVIDENCE

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

The Bidder **must attach** a copy of a valid I-ECN or, I-ECNS certificate/license indicating clearly the following **here**:

(a) The bidder’s name; and

(b) The level of partnership.

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

Complete table below, noting that:

* 1. The Bidder must provide reference details from at least two (2) customers to whom the Supply, Installation, Maintenance and Support of an Inter-Provincial Layer-2 transmission services with bandwidth capacity of 10 Gbps and more, and SLA in excess of 99,95% were delivered during the past five (5) years.
  2. Project end-date must be current or not older than five (5) years from date this bid is advertised.
  3. 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 the details of the scope for a project for the Supply, Installation, Maintenance and Support of an Inter-Provincial Layer-2 transmission services with bandwidth capacity of 10 Gbps and more, and SLA in excess of 99,95% were delivered during the past five (5) years.> | Start Date:  End Date: |
| 2 | <Company name> | <Person Name>  <Tel>  <email> | < Provide the details of the scope for a project for the Supply, Installation, Maintenance and Support of an Inter-Provincial Layer-2 transmission services with bandwidth capacity of 10 Gbps and more, and SLA in excess of 99,95% were delivered during the past five (5) years.> | Start Date:  End Date: |

## ****BIDDER SOLUTION DETAILING FULL REDUNDANCY****

The Bidder must provide documentation that provides full description (design) of the solution with detail of how redundancy and the diverse handoff will be achieved as specified in Solution Overview SECTION 3.1and **attach it here**.

## ****SPECIAL CONDITIONS OF CONTRACT****

Bidder must comply to All the Special Conditions of Contract in Section 7.2 by **completing** Section 7.3 Declaration of Acceptance and **attach it here**.

**Note (1):**

Failure to comply with all the Special Conditions of Contract will result in disqualification.

**Note (2) :**

SITA reserves the right to verify the information provided.

## ****THIRD PARTY RISK MANAGEMENT ASSESMENT****

The Bidder **must** comply to the Third-Party Risk Management Assessment requirement by completing All the questions in **ANNEX C** **and attach it here.**

**ANNEX C: THIRD-PARTY RISK MANAGEMENT (TPRM) ASSESMENT**

1. **INSTRUCTIONS**
2. In terms of the approved SITA Third-Party Risk Management Framework, all Bidders responding to this bid **must** complete the following section by answering **ALL** the questions.
3. By completing the Third-Party Risk Management Assessment the Bidder agrees to provide all reasonable supporting documentation when requested to do so, as well as during contract finalisation as this is a **pre-award condition of this bid**.
4. Any risk identified during the assessment process will have to be mitigated and/or remediated before or during the contract finalisation phase. A detailed mitigation plan, that is acceptable to SITA, may also be required.
5. Supplier due diligence, as contained in the Special Conditions of Contract, is also applicable to this Third-Party Risk Management process.
6. The following 6 (six) risk elements will be assessed:
   1. Company risk: 10 questions;
   2. Financial risk: 6 questions;
   3. Operational risk: 8 questions;
   4. Governance and compliance risk: 6 questions;
   5. Information security and privacy risk: 7 questions;
   6. Reputational risk: 6 questions.
7. **EVALUATION CRITERIA**
8. Company risk
   1. Questions 2, 3, 6, 8, 9, 10:

| **Evaluation criteria** | **Score** |
| --- | --- |
| Yes | 0 |
| Partially meet requirements | 0.5 |
| No | 1 |

* 1. Questions 1, 4, 5:

| **Evaluation criteria** | **Score** |
| --- | --- |
| Yes | 1 |
| Partially meet requirements | 0.5 |
| No | 0 |

* 1. Question 7:

| **Evaluation criteria** | **Score** |
| --- | --- |
| Yes, actively operating for more than 5 years | 1 |
| 2-5 Years actively operating | 0.5 |
| No, actively operating for less than 2 years | 0 |

1. All questions for all other risk elements:

| **Evaluation criteria** | **Score** |
| --- | --- |
| Yes | 1 |
| Partially meet requirements | 0.5 |
| No | 0 |

1. **THIRD PARTY RISK ASSESSMENT**

The assessment of bidders’ responses to the questions will be determined by the completeness (i.e. **all** questions answered), undertaking signed (where required) and accuracy of substantiating evidence, when requested. Please note that SITA reserves the right to verify the information provided.

| **Question to assess each risk element** | **Bidders response:**  **Mark relevant box with an “X”** | | |
| --- | --- | --- | --- |
| **Company Risk** | | | |
| 1. Have you listed all related party transactions to be declared between you and SITA or its department in SBD9? | **YES** | **PARTIALLY** | **NO** |
| 1. Are you currently involved in litigation against SITA – or do you foresee litigation being instituted within the next 6 months? | **YES** | **PARTIALLY** | **NO** |
| 1. Are there any law suits or ongoing litigation that could affect this transaction in any way or the bidder as an ongoing concern? | **YES** | **PARTIALLY** | **NO** |
| 1. Is customer service delivery or contract performance actively monitored by you? | **YES** | **PARTIALLY** | **NO** |
| 1. Do you have formal strategic planning processes in place? | **YES** | **PARTIALLY** | **NO** |
| 1. Are any of your directors or shareholders Prominent Influential People (PIP) or Politically Exposed Persons (PEP)? | **YES** | **PARTIALLY** | **NO** |
| 1. Has your company been actively operating as a going concern for more than 5 years? | **YES** | **2-5 YEARS** | **LESS THAN 2 YEARS** |
| 1. Is the company busy with a re-organisational/restructuring process that may impact this transaction? | **YES** | **PARTIALLY** | **NO** |
| 1. Are any of your suppliers located in a region where geopolitical risk exposure is high? | **YES** | **PARTIALLY** | **NO** |
| 1. Has any current director of the bidder ever served as a director of a company during a period where a Government contract was cancelled? | **YES** | **PARTIALLY** | **NO** |
| **Financial Risk** | | | |
| 1. Did you have positive revenue growth in the past three years? | **YES** | **PARTIALLY** | **NO** |
| 1. Is the proposed bid price going to be **less than 40%** of your total annual revenue for the previous financial year? | **YES** | **PARTIALLY** | **NO** |
| 1. Is the financial health of your company in good standing? | **YES** | **PARTIALLY** | **NO** |
| 1. Were your Annual Financial Statement (AFS) unqualified in the last financial year? | **YES** | **PARTIALLY** | **NO** |
| 1. Do you have sufficient cash in the bank (2 or more months’ worth of operating cost) to operate under restricted conditions for at least 2 months? | **YES** | **PARTIALLY** | **NO** |
| 1. Do you have a clean credit record: No current or pending judgement, adverse listing, business rescue or principal sequestration listing? | **YES** | **PARTIALLY** | **NO** |
| **Operational Risk** | | | |
| 1. Do you have operational redundancy (resilience) in terms of technology and energy resources to ensure high availability of services? | **YES** | **PARTIALLY** | **NO** |
| 1. Are your dependencies for logistics either fully under your own control **or** managed through supplier performance management contracts? (Choose “Yes” if fully under your own control and “No” for supplier contracts) | **YES** | **PARTIALLY** | **NO** |
| 1. Do you have operational procedure standards in place across the organisation, such as change control, release management, access control, incident management, back-up regimes and restore tests, etc? | **YES** | **PARTIALLY** | **NO** |
| 1. Do you have human resources management in place, including succession planning and mitigation against key reliance on single individuals? | **YES** | **PARTIALLY** | **NO** |
| 1. Do you have sound supply chain processes in place? | **YES** | **PARTIALLY** | **NO** |
| 1. Do you have sound third party risk management processes in place (fourth party for SITA)? | **YES** | **PARTIALLY** | **NO** |
| 1. Do you have a fully-fledged research and development (R&D) department to ensure continuous improvement? | **YES** | **PARTIALLY** | **NO** |
| 1. Do you rely on locally manufactured components or have actively managed the risk relating to lead times or delivery delays? (Choose “Yes” is you rely on locally manufactured components or can actively manage lead times and prevent delivery delays where manufacturing is not local i.e. not in South Africa) | **YES** | **PARTIALLY** | **NO** |
| **Governance and Compliance Risk** | | | |
| 1. Do you comply with all legislation, including labour, health and safety regulations? | **YES** | **PARTIALLY** | **NO** |
| 1. Do you have the appropriate governance frameworks (Cobit, ITIL, King) in place with due monitoring against set standards? | **YES** | **PARTIALLY** | **NO** |
| 1. Do you have an internal audit function compliant with IIA standards (insourced, outsourced or co-sourced) in place? | **YES** | **PARTIALLY** | **NO** |
| 1. Do you follow formally documented enterprise risk management processes? | **YES** | **PARTIALLY** | **NO** |
| 1. Are all statutory requirements of the entity up to date? Specifically, the following: CIPC Returns, Tax returns, UIF and COIDA. | **YES** | **PARTIALLY** | **NO** |
| 1. Do you have comprehensive insurance in place, including cover for assets, business disruption and liability? | **YES** | **PARTIALLY** | **NO** |
| **Information Security and Privacy Risk** | | | |
| 1. Are your physical security perimeters appropriately safeguarded? | **YES** | **PARTIALLY** | **NO** |
| 1. Do you have video surveillance of areas that will contain SITA information/products? | **YES** | **PARTIALLY** | **NO** |
| 1. Do you conduct security and suitability verification of all employees prior to employment? | **YES** | **PARTIALLY** | **NO** |
| 1. Do you have identification verification controls in place in all your buildings? | **YES** | **PARTIALLY** | **NO** |
| 1. Are your access control protocols verified to be effective by Internal and/or External Auditors? | **YES** | **PARTIALLY** | **NO** |
| 1. Do you have Security Information and Events Management (SIEM) processes in place? | **YES** | **PARTIALLY** | **NO** |
| 1. Do you have sufficient information security and cyber arrangements in place for employees working from home? | **YES** | **PARTIALLY** | **NO** |
| **Reputational Risk** | | | |
| 1. Do you have anti-bribery and corruption, anti-money laundering and fraud prevention practices in place? | **YES** | **PARTIALLY** | **NO** |
| 1. Please confirm that neither the company, nor any of its directors has been named in any corruption scandal (choose “Yes” to confirm **not being named** in a corruption scandal) | **YES** | **PARTIALLY** | **NO** |
| 1. Do you have a social responsibility programme in place? | **YES** | **PARTIALLY** | **NO** |
| 1. Do you have an environmental protection policy, including potential harmful emission or hazardous waste management? | **YES** | **PARTIALLY** | **NO** |
| 1. Do you actively manage your organisation’s energy consumption? | **YES** | **PARTIALLY** | **NO** |
| 1. Is your employment equity plan up to date and actively managed? | **YES** | **PARTIALLY** | **NO** |

1. **THIRD PARTY RISK MANAGEMENT DECLARATION**

The bidder hereby makes the following declaration and confirm the following information (mark with a “X” in the corresponding column):

| **STATEMENT OF DECLARATION** | **ACCEPT AND CONFIRM** | **DO NO ACCEPT AND CONFIRM** |
| --- | --- | --- |
| 1. All questions in this assessment were answered accurately. |  |  |
| 1. SITA can request additional supporting documentation, within reason, to confirm the accuracy and completeness of the information provided in this self-assessment. |  |  |

**DECLARATION OF ACCEPTANCE**

|  |  |  |
| --- | --- | --- |
|  | **ACCEPT ALL** | **DO NOT ACCEPT ALL** |
| 1. The bidder declares that all information provided in this assessment is accurate. 2. The bidder understands that any false information may constitute misrepresentation.    1. SITA reserves the right to verify the information provided. 3. By completing the Third-Party Risk Management Assessment the Bidder agrees to provide all reasonable supporting documentation when requested to do so, as well as during contract finalisation as this is a **pre-award condition of this bid**. 4. The bidders understand and agrees that this section will form part of the contract and is legally binding. |  |  |
| **Any additional comments by bidder pertaining to the third-party risk assessment:** | | |

**NOTE: Failing to complete all the questions, or not Accepting the Declaration of Acceptance above will result in disqualification.**

**ATTACHMENTS**

* 1. **Service Description – SOW**: Refer to **Annex D** attached.
  2. Detailed Deliver Address List – Refer to **ANNEX E**: Document will be provided at Compulsory Briefing session.