



BID SPECIFICATION

STATE INFORMATION TECHNOLOGY AGENCY (SOC) LTD

Registration number 1999/001899/30

RFB NO:	RFB 2644/ 2022
DESCRIPTION	PROVISION OF SAP SOFTWARE MAINTENANCE FOR EXISTING SABC SAP LICENCES FOR TWENTY-FOUR (24) MONTHS PERIOD
PUBLICATION DATE	28 SEPTEMBER 2022
NON-COMPULSORY BRIEFING SESSION – VIRTUAL	<p>NON-COMPULSORY BRIEFING SESSION:</p> <p>DATE: 30 SEPTEMBER 2022</p> <p>TIME: 11:00 AM</p> <p>On Ms Teams:</p> <p>Kindly RSVP mercia.leburu@sita.co.za by the 29 September 2022 at 11h00 AM to receive a link</p>
CLOSING DATE FOR QUESTIONS AND ANSWERS	14 OCTOBER 2022 AT 16H00 PM
RFB CLOSING DETAILS	<p>DATE: 21 OCTOBER 2022</p> <p>TIME: 11:00 AM (SOUTH AFRICAN TIME)</p> <p>PLACE: TENDER OFFICE, PONGOLA IN APOLLO, 459 TSITSA STREET, ERASMUSKLOOF, PRETORIA (HEAD OFFICE)</p> <p>SCM OFFICIAL: Mercia Leburu-Tsawane (SCM Consultant)</p> <p>Tel: 012 482 3108 Email: mercia.leburu@sita.co.za</p>
RFB VALIDITY PERIOD	120 DAYS FROM THE 21 OCTOBER 2022 BID CLOSING DATE

PLEASE NOTE: THIS BID IS ONLY FOR SAP ACCREDITED BIDDERS/ PARTNERS.

This RFB is for SAP software maintenance for the SABC's existing SAP licences. It is NOT for functional support on any SAP module.

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ANNEX A: INTRODUCTION

1. PURPOSE AND BACKGROUND

1.1. PURPOSE

The purpose of this RFB is to invite Suppliers (hereinafter referred to as “bidders”) to submit bids for the Provision of SAP Software Maintenance for existing SABC SAP Licences for a period of twenty-four (24) months.

1.2. BACKGROUND

The SABC as South Africa’s Public Broadcaster is mandated by Parliament and this entails offering:

- A range of informative, educational and entertaining programmes that showcase South African attitudes, opinions, ideas, values talent and artistic creativity;
- Programming with a plurality of views and a variety of news, information and analyses from a South African perspective; and
- Programming that advances the national and public interest.

The SABC strive to maintain a leading role in the broadcasting industry and as such keep abreast with constantly changing technologies. The corporation implemented the core SAP ERP solution during 2007 and subsequently activated additional functions and SAP modules.

2. SCOPE OF BID

2.1. SCOPE OF WORK

The appointed bidder will be requested to provide the SABC with SAP Software Maintenance for twenty-four (24) months for the following licensed SAP software:

Material	Material Description	ELA Quantity
7001125	SAP Business Suite Professional	725
7001126	SAP Business Suite Employee	2650
7001127	SAP Business Suite Ltd Professional	250
7001132	SAP Payroll Processing	9000
7002075	SAP Learning Solution (learners)	4000
7002204	Manager Self Service User	365
7002389	SAP Business Suite Developer User	10
7002721	SAP NetWeaver PI Base Engine	50
7009650	SAP BusObj Access Control	3
7010696	SAP BS Bus. Exp. Upg.Usr (from Prof Usr)	5
7017576	SAP Process Control	75

The nature, scope, extent and the terms applicable to the provision of the SAP Software Maintenance are set out in the standard SAP Enterprise Support Schedule (**ANNEX H**)

IMPORTANT

1. Please note the period for which SAP software maintenance is required and contact SAP SA to get the correct pricing for the fees payable to them for the required contract term (24 months).
2. This RFB is for SAP software maintenance for the SABC's existing SAP licences.

Note:

This RFB is NOT for functional support on any SAP module.

2.2. DELIVERY ADDRESS

No	Physical Address	GPS Co-ordinates
1.	SABC: Henley Road Auckland Park	

2.3. CUSTOMER INFRASTRUCTURE AND ENVIRONMENT REQUIREMENTS

Not applicable.

3. REQUIREMENTS

3.1 SAP ENTERPRISE SUPPORT SCHEDULE

This is the standard SAP Enterprise Support Schedule. The bidder should provide the same service on behalf of SAP and the software maintenance fees payable to SAP should be included in their proposal. **Please refer to Annex H.**

Note:

The Effective Contracting Starting date: This will be agreed by the Preferred Bidder and the Department during the Contracting stage.

4. BID EVALUATION STAGES

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

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

5. ADMINISTRATIVE PRE-QUALIFICATION REQUIREMENTS

5.1. ADMINISTRATIVE PRE-QUALIFICATION VERIFICATION

- (1) The bidder **must comply** with ALL the bid pre-qualification requirements in order for the bid to be accepted for further 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-

- (a) Reject the bid and not evaluate it, or
- (b) 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.

5.2. ADMINISTRATIVE PRE-QUALIFICATION REQUIREMENTS

- (1) **Submission of bid response:** The bidder has submitted a bid response documentation pack –
- (a) 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;
 - (b) in the correct format as one original document, one copy and two copies on memory stick / USB.
- (2) **Attendance of briefing session:** A Non-Compulsory Briefing session will be held. The bidder has to sign the briefing session attendance register using the same information (bidder company name, bidder representative person name and contact details) as submitted in the bidder’s response document.
- (3) **Registered Supplier.:** The bidder is, in terms of National Treasury Instruction Note 4A of 2016/17, registered as a Supplier on National Treasury Central Supplier Database (CSD).

6. TECHNICAL MANDATORY

6.1 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 0 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.**

6.2. TECHNICAL MANDATORY REQUIREMENTS

TECHNICAL MANDATORY REQUIREMENTS	Substantiating evidence of compliance <i>(Used to evaluate bid)</i>	Evidence reference <i>(To be completed by bidder)</i>
<p>(1) BIDDER CERTIFICATION / AFFILIATION REQUIREMENTS</p> <p>The bidder must be certified with SAP to provide SAP Software Maintenance services for the SAP Licenses as indicated in section 2.1 above.</p>	<p>Attach to ANNEX B a copy of valid documentation (certificate, license, letter, or membership card) clearly indicating the company is certified by SAP to provide Maintenance services for the SAP Licences as indicated in section 2.1 above.</p>	<p><provide unique reference to locate substantiating evidence in the bid response – see Annex B, section 11.1></p>

TECHNICAL MANDATORY REQUIREMENTS	Substantiating evidence of compliance (Used to evaluate bid)	Evidence reference (To be completed by bidder)
	Note: SITA/SABC reserves the right to verify the information provided.	
(2) BUSINESS PRESENCE IN SOUTH AFRICA The bidder must have offices in South Africa.	Attach to Annex B a copy of valid documentation of business address within South Africa (documentation from local authority, or a Lease Agreement) to prove the bidder's business presence within South Africa. Note: SITA/SABC 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>
(3) PRODUCT / SERVICE FUNCTIONAL REQUIREMENT The bidder must confirm compliance to the Technical Mandatory, Functional and Scope requirements.	The bidder must confirm that they comply with the Technical Mandatory, Functional and Scope Requirements by completing ANNEX C: Addendum 1. Note (1): SITA reserves the right to verify the information provided. Note (2): This RFB is for SAP software maintenance for the SABC's	<provide unique reference to locate substantiating evidence in the bid response – see Annex B, section 11.3 and Annex C: Addendum 1>

TECHNICAL MANDATORY REQUIREMENTS	Substantiating evidence of compliance (Used to evaluate bid)	Evidence reference (To be completed by bidder)
	existing SAP licences. It is NOT for functional support on any SAP module.	
(4) SAP ENTERPRISE SUPPORT SCHEDULE The Bidder must comply to the specifications by agreeing to provide all services described in the SAP Enterprise Support Schedule listed in Annex H .	Attach to Annex B a completed SAP Enterprise Support Schedule Sheet. Note: SITA/SABC 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 >

6.3. DECLARATION OF COMPLIANCE

	Comply	Not Comply
The bidder declares by indicating with an “X” in either the “COMPLY” or “NOT COMPLY” column that – (a) The bid complies with each and every TECHNICAL MANDATORY REQUIREMENT as specified in SECTION 0 above; AND (b) Each and every requirement specification is substantiated by evidence as proof of compliance.		

ANNEX A.2: SPECIAL CONDITIONS OF CONTRACT (SCC)

7. SPECIAL CONDITIONS OF CONTRACT

7.1. 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/SABC reserves the right to include or waive the condition in the signed contract.
- (2) SITA reserves the right to –
 - (a) Negotiate the conditions, or
 - (b) Automatically disqualify a bidder for not accepting these conditions.
 - (c) 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 0(2) above.
- (4) The bidder must **complete the declaration of acceptance** as per section 8.3 below by marking with an “X” either “ACCEPT ALL” or “DO NOT ACCEPT ALL”, failing which the declaration will be regarded as “DO NOT ACCEPT ALL” and the bid will be disqualified.

7.2. SPECIAL CONDITIONS OF CONTRACT

(1) CONTRACTING CONDITIONS

- (a) **Formal Contract.** The Supplier will be required to enter into a formal written Contract (Agreement) facilitated by the SABC.
 - (b) **Right of Award.** SITA reserves the right to award the contract for required goods or services to multiple Suppliers.
 - (c) **Right to Audit.** SITA and SABC 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.
 - (d) **The Effective Contracting Starting date:** This will be agreed by the Preferred Bidder and the Department during the Contracting stage.
- (2) **DELIVERY ADDRESS.** The supplier must deliver the required products or services at as indicated in Section 2.2, Delivery Address
 - (3) **DELIVERY SCHEDULE**

- (a) The scope of work (Section 2.1) and Section 3 (Requirements) must be completed within twenty-four (24) months after the contract has been awarded to a suitable service provider.

(4) CERTIFICATION, EXPERTISE AND QUALIFICATION

- (a) The Supplier must utilise at least two (2) technical employees who are OEM/OSM security system enterprise certified for the entire period of the contract.
- (b) The Supplier represents that:
 - (i) it has the necessary expertise, skill, qualifications and ability to undertake the work required in terms of the Statement of Work or Service Definition;
 - (ii) it is committed to provide the Products or Services; and
 - (iii) perform all obligations detailed herein without any interruption to the Customer.
- (c) 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;
- (d) 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;
- (e) **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.

(5) LOGISTICAL CONDITIONS

- (a) **Hours of work,** 08h00 – 16h30.
- (b) Provision to be made for work which will be Saturday and Sunday at the Head Office for two weekends.
- (c) 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.
- (d) **Tools of Trade.** The Supplier must bring their necessary tools of trade in order for them to perform their duties adequately.
- (e) **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.

- (f) **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.

(6) SKILLS TRANSFER AND TRAINING

- (a) The Supplier must provide certified training on the proposed solution or product to technical staff and operator to enable SITA to operate and support the product or solution after implementation.
- (b) The formal basic and advanced certified training to be done for SITA operators and technical team.

(7) REGULATORY, QUALITY AND STANDARDS

- (a) 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).
- (b) The Supplier must for the duration of the contract ensure compliance with General Quality Standards, ISO 9001

(8) PERSONNEL SECURITY CLEARANCE

- (a) 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).
- (b) The Supplier must ensure that the security clearances of all personnel involved in the Contract remains valid for the period of the contract.
- (c) The Supplier must provide proof of security vetting.

(9) CONFIDENTIALITY AND NON-DISCLOSURE CONDITIONS

- (a) The Supplier, including its management and staff, must before commencement of the Contract, sign a non-disclosure agreement regarding Confidential Information.
- (b) 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:
 - (i) the Promotion of Access to Information Act, 2000 (Act no. 2 of 2000);
 - (ii) being clearly marked "Confidential" and which is provided by one Party to another Party in terms of this Contract;

- (iii) 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;
 - (iv) 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;
 - (v) being information, the disclosure of which could reasonably be expected to endanger a life or physical security of a person;
 - (vi) being technical, scientific, commercial, financial and market-related information, know-how and trade secrets of a Party;
 - (vii) 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
 - (viii) 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
 - (ix) 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;
- (c) 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;
- (d) 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;

- (e) 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:

- (a) 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 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;
- (b) 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;
- (c) 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;
- (d) 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;
- (e) the Products is maintained during its Warranty Period at no expense to SITA;
- (f) the Product possesses all material functions and features required for SITA's Operational Requirements;
- (g) the Product remains connected or Service is continued during the term of the Contract;
- (h) 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;
- (i) 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;
- (j) 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;
- (k) any Product sold to SITA after the Commencement Date of the Contract remains free from any lien, pledge, encumbrance or security interest;

- (l) 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;
- (m) the information disclosed to SITA does not contain any trade secrets of any third party, unless disclosure is permitted by such third party;
- (n) 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;
- (o) it is not prohibited by any loan, contract, financing arrangement, trade covenant, or similar restriction from entering into the Contract;
- (p) 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
- (q) any misrepresentation by the Supplier amounts to a breach of Contract.

(11) INTELLECTUAL PROPERTY RIGHTS

- (a) 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:
 - (i) termination or expiration date of this Contract;
 - (ii) the date of completion of the Services; and
 - (iii) the date of rendering of the last of the Deliverables.
- (b) 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.
- (c) SITA, at all times, owns all Intellectual Property Rights in and to all Bespoke Intellectual Property.
- (d) 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.
- (e) Provide SITA with the compliant safety file.

(12) GENERAL

- (a) The supplier will be bound by Government Procurement: General Conditions of Contract.
- (b) (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.
- (c) SITA reserves the right to:
 - (i) Negotiate the conditions, or
 - (ii) Automatically disqualify a bidder for not accepting these conditions.
 - (iii) 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.
- (d) "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.

(13) 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.

(14) FRONTING

- (a) 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.
- (b) 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.

(15) 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.

(16) 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 Supplier will be verified and any misrepresentation thereof may disqualify the bid or Contract in whole or parts thereof.

7.3. 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 0 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 0 above by -		
(a) Indicating with an "X" in the "DO NOT ACCEPT ALL" column, and;		
(b) 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:		

ANNEX A.3: COSTING AND PRICING

8. COSTING AND PRICING

8.1 COSTING AND PRICING EVALUATION

- (1) In terms of Preferential Procurement Policy Framework Act (PPPFA), the following preference point system is applicable to all Bids:
 - (a) 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
 - (b) the 90/10 system (90 Price and 10 B-BBEE) for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- (2) This bid will be evaluated using the preferential point system of **80/20**, subject to the following conditions –
 - (a) 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
 - (b) 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.

8.2 COSTING AND PRICING CONDITIONS

1. SOUTH AFRICAN PRICING

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

2. TOTAL PRICE

- (a) All quoted prices are the total price for the entire scope of required services and deliverables to be provided by the bidder.
- (b) The cost of delivery, labour, S&T, overtime, etc. must be included in this bid.
- (c) All additional costs must be clearly specified.

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

3. RATE OF EXCHANGE PRICING INFORMATION

Provide the TOTAL BID PRICE for the duration of Contract and clearly indicate the Local Price and Foreign Price, where –

- (a) **Local Price** means the portion of the TOTAL price that is NOT dependent on the Foreign Rate of Exchange (ROE) and;
- (b) **Foreign Price** means the portion of the TOTAL price that is dependent on the Foreign Rate of Exchange (ROE).
- (c) **Exchange Rate** means the ROE (ZA Rand vs foreign currency) as determined at time of bid.

4. 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	R17,78
1 Euro	R17,35
1 Pound	R19,84

(5) BID PRICING SCHEDULE

PLEASE NOTE: This price must include the software maintenance fees payable to SAP on behalf of the SABC.

Bidders **must** complete the bid pricing schedule in the Excel spreadsheet format provided and include this as part of their submission.

NB. The bidder must include maintenance fees payable to SAP, on behalf of the SABC for existing SABC SAP licences, in their proposal price.

Note (1):

The Effective Contracting Starting date: This will be agreed by the Preferred Bidder and the Department during the Contracting stage.

8.3 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 -		
(a) Indicating with an "X" in the "DO NOT ACCEPT ALL" column, and;		
(b) 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.		

ANNEX A.4. TERMS AND DEFINITIONS

10. ABBREVIATIONS / DEFINITIONS

10.1 Definitions:

- a) “Go-Live” marks the point in time from when, after implementation of the Enterprise Support Solutions or an upgrade of the Enterprise Support Solutions, the Enterprise Support Solutions can be used by Licensee for processing real data in live operation mode and for running Licensee’s internal business operations in accordance with the Agreement.
- b) “Licensee Solution(s)” shall mean Enterprise Support Solutions and any other software licensed by Licensee from third parties provided such third-party software is operated in conjunction with Enterprise Support Solutions.
- (c) “Production System” shall mean a live SAP system used for running Licensee’s internal business operations and where Licensee’s data is recorded.
- (d) “SAP Software Solution(s)” shall mean a group of one or multiple Production Systems running Licensee Solutions and focusing on a specific functional aspect of Licensee’s business. Details and examples can be found on the SAP Service Marketplace (as specified in SAP Note 1324027 or any future SAP Note which replaces SAP Note 1324027).
- (e) “Service Session” shall mean a sequence of support activities and tasks carried out remotely to collect further information by interview or by analysis of a Production System resulting in a list of recommendations. A Service Session could run manually, as a self-service or fully automated.
- (f) “Top-Issue” shall mean issues and/or failures identified and prioritized jointly by SAP and Licensee in accordance with SAP standards which (i) endanger Go-Live of a pre-production system or (ii) have a significant business impact on a Production System.
- (g) “Local Office Time” shall mean regular working hours (8.00 a.m. to 6.00 p.m.) during regular working days, in accordance with the applicable public holidays observed by SAP’s registered office. With regard to SAP Enterprise Support only, both parties can mutually agree upon a different registered office of one of SAP’s affiliates to apply and serve as reference for the Local Office Time.

ANNEX B: BIDDER SUBSTANTIATING EVIDENCE

11.0 MANDATORY REQUIREMENT EVIDENCE

11.1 BIDDER CERTIFICATION / AFFILIATION REQUIREMENTS

The bidder must be certified with SAP to provide SAP Software Maintenance services for the SAP Licenses.

Attach a copy of valid documentation (certificate, license, letter or membership card) clearly indicating the company is certified by SAP to provide Maintenance services for the SAP Licences as indicated in section 2.1 above **here**.

11.2 BIDDER BUSINESS OFFICE IN SOUTH AFRICA

Attach to Annex B a copy of valid documentation of business address within South Africa (documentation from local authority, or a Lease Agreement) to prove the bidder's business presence within South Africa **here**.

11.3 SAP ENTERPRISE SUPPORT SCHEDULE

The bidder must have accepted all SAP Enterprise Support Schedule conditions (**See Annex H**).

Attach a completed SAP Enterprise Support Schedule (**Annex H**) sheet **here**.

11.4 PRODUCT / SERVICE FUNCTIONAL REQUIREMENT

The bidder must confirm that they comply with the Technical Mandatory Functional Requirements by completing **Annex C: Addendum 1** and **attach it here**.

ANNEX C: ADDENDUM 1

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

The appointed bidder will be requested to provide the SABC with SAP Software Maintenance for twenty-four (24) months for the following licensed SAP software:

Material	Material Description	Indicate Comply=Yes / Not Comply =No
7001125	SAP Business Suite Professional	
7001126	SAP Business Suite Employee	
7001127	SAP Business Suite Ltd Professional	
7001132	SAP Payroll processing	
7002075	SAP Learning Solution (learners)	
7002204	Manager Self Service User	
7002389	SAP Business Suite Developer User	
7002721	SAP NetWeaver PI Base Engine	
7009650	SAP BusObj Access Control	
7010696	SAP BS Bus. Exp. Upg. Usr (from Prof Usr)	
7017576	SAP Process Control	

Note: The Bidder needs to Comply with all the requirements above. Failure to comply will result in disqualification.

This RFB is for SAP software maintenance for the SABC's existing SAP licences. It is NOT for functional support on any SAP module.

I, the bidder (Full names).....representing (company name)..... Hereby confirm that I comply with the above Technical Mandatory Requirements and understand that it will form part of the contract and is legally binding.

Thus done and signed at On this.....day of.....20....

.....

Signature

23 of 23

CONFIDENTIAL

PROVISION OF SAP SOFTWARE MAINTENANCE FOR EXISTING SABC SAP LICENCES

MS Raphala 28-09-2022

JS 28 September 2022

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