****

**ANNEXURE 1**

**TECHNICAL AND PRICING REQUIREMENTS**

**BIDDERS MUST SUBMIT ANNEXURE 1 TOGETHER WITH THE MAIN BID DOCUMENT**

|  |  |
| --- | --- |
| **RFB Ref. No:** | **RFB 0000000951** |
| **RFB DESCRIPTION:** | **Supply of Signing Hub Licence/software support, hardware maintenance and support and maintenance and support services for the GPAA’s Digital Signatures for a period of Sixty (60) months.** |
| **PUBLICATION DATE:** | **09 September 2021** |
| **VENDOR BRIEFING SESSION** | **A Compulsory virtual briefing session will be held as follows:**  **Date: 17 September 2021**  **Time: 10h00 (South African Time)**  **Venue: Bidders are requested to indicated in writing on the below email address of their intension to respond to RFB 0000000951, following which a link will be shared via email to allow attendance of the briefing session:**  [**Mogau.sebothoma@sita.co.za**](mailto:Mogau.sebothoma@sita.co.za) |
| **CLOSING DATE FOR QUESTIONS** | **23 September 2021** |
| **CLOSING DATE:** | **Date: 01 October 2021**  **Time: 11h00 (South African Time)**  **Venue: On gCommerce** |
| **BID VALIDITY PERIOD** | **120 Days from the Closing Date** |

**NOTE: 1. PROSPECTIVE BIDDERS MUST BE REGISTERED ON NATIONAL TREASURY’S CENTRAL SUPPLIER DATABASE (CSD) PRIOR TO SUBMITTING BIDS.**

**Notes to the bidders:**

* Bidders should submit their bid responses strictly through gCommerce (best experienced through google Chrome) using the following link:  <https://ww1.gcommerce.gov.za/iss/login.aspx>
* You must ensure that you are registered on the CSD and that all your company details have been updated on the CSD.
* To obtain log in details please call 012 482 2373 or alternatively send an email to [mbongenin@intenda.za.com](mailto:mbongenin@intenda.za.com) with the company MAAA number.
* If you encounter any system related challenges please call 012 482 2373. **The help desk only operates from Monday to Friday between 08h00 am to 16h00 pm (closed on Public Holidays**)
* gCommerce training will be conducted on Microsoft Teams every Wednesday (except public holidays) [Click here to join the meeting](https://teams.microsoft.com/l/meetup-join/19%3ameeting_ZDc1YjYzOWItODE4YS00ZDA2LWJjN2UtYzNiNTQ3MDQxYjdj%40thread.v2/0?context=%7b%22Tid%22%3a%226baca408-67d5-40da-b805-af2484bd0dbd%22%2c%22Oid%22%3a%2241a2db00-82e9-469c-8783-23cfffe1c02a%22%7d)
* Please allocate sufficient time to complete your submission as queries may take up to 3 business days to resolve.
* Ensure that you print your submission report and click on “**SUBMIT REQUEST**” on step 7 before the closing date and time. Bid will not be considered if not submitted before closing time.
* Please note that there is a possibility of unexpected downtime and this can be unique to a specific bidder. Please call the helpdesk to be assisted with such issues.
* Total bid price on step 5 on the gCommerce portal must be inclusive of VAT.

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1. INTRODUCTION

# PURPOSE AND BACKGROUND

## PURPOSE

The purpose of this RFB is to invite Suppliers (hereinafter referred to as “bidders”) to submit bids for the “Supply of Signing Hub Licence/software support, hardware maintenance and support and maintenance and support services for the GPAA’s Digital Signatures for a period of 60 (Sixty) months “

## BACKGROUND

The Government Pensions Administration Agency (GPAA) The GPAA procured and implemented in 2015, the Digital Signatures Solution, which provides the GPAA with added document security functionality which guarantees that the contents of the document have not been altered during processing. This ability will allow the GPAA to reduce the likelihood of fraud.

Below is a high level view of the support that must be provided to ensure that the system remain in an operational state with an availability of 99%, 24/7.

1. Provide support services in order to ensure continuous availability of the solution and all related components.
2. Maintain the related software and hardware by providing and installing upgrades and patches made available by the OEM.
3. Provide licensing for the software and appliances implemented as part of the solution.
4. Provide professional services to adapt the current implemented solution and implement minor adaptations to the configuration.

# SCOPE OF BID

## SCOPE OF WORK

1. The scope of work by the bidders is to –
   1. Supply license renewals and software for a period of sixty months for the following products:

|  |  |
| --- | --- |
| **Product Description** | **Quantity** |
| Signing Hub Enterprise - Perpetual License - Software Maintenance | 2 |
| Signing Hub Server - 1 Test Server License | 1 |
| Multi-User Signature Pricing - Software Maintenance | 1 |
| Enterprise signing Integration to Web Application for G2G Signing | 1 |
| Entrust Security Provider ESP - Maintenance | 1200 |
| Advanced Electronic Signature Certificate (Internal Users) | 1200 |
| Digital Signatures for external users | 5000 |
| Entity Certificate - Bulk Signing | 1 |
| LAWtrust Trust Service Orchestrator (JTSO) - Software Maintenance | 1 |
| ENTERPRISE SIGNING SOFTWARE COST |  |
| Multi Factor Authentication Solution |  |
| Entrust Identity Guard Production Server Software Maintenance | 1 |
| Entrust Identity Guard Backup Server (Test/HA/DR) Software Maintenance | 2 |
| Entrust IdentityGuard CALs Software Maintenance | 1200 |
| Entrust Soft Token for Mobile & Windows Software Maintenance | 1200 |

|  |  |
| --- | --- |
| **REGISTRATION AUTHORITY Governance:** |  |
| LAWtrust Audit (Bi-Annually) | 1 |
| Annual Audit (External) | 1 |

* 1. Supply hardware maintenance and support for a period of 60 (Sixty) months for the following components:

|  |  |
| --- | --- |
| **Product Description** | **Quantity** |
| nShield Connect 500+ Maintenance | 2 |

* 1. Provide services to maintain and support the implemented solution and maintain a 99% service availability, co-termed to end date for the license and hardware maintenance and support.
  2. Provide professional services on a time and material basis to:

1. Finalise the current implementation in accordance with the initial design and deploy the solution across the two data centres of the GPAA.

The basis for the engagement will be based on an assessment to be conducted by the successful Bidder to identify the gaps and areas where the initial implementation have not been completed in accordance with the intended design followed by a quotation (number of hours required to complete the initial deployment) from the service provider. The work will be performed and paid for from the provision for the professional services.

1. Adapt/Configure the current configuration to implement new requirements of the GPAA.

The basis for the engagement will be based on a requirements specification from the GPAA followed by a quotation (number of hours required to fulfil the requirement) from the service provider. The work will be performed and funded from the provision for the professional services upon successful completion of the work.

1. Assist the GPAA with the deployment of all the functions and features of the solution.

The basis for the engagement will be based on a requirements specification from the GPAA followed by a quotation (number of hours required to fulfil the requirement) from the service provider. The work will be performed and funded from the provision for the professional services upon successful completion of the work.

1. 1 200 (One Thousand Two Hundred) professional hours will be required for year one and thereafter at a rate of 450 (Four Hundred and Fifty) hours per year.
2. The scope of work excludes the Technology refresh is explicitly excluded.

## DELIVERY ADDRESS

The goods or services must be supplied or provided at the following physical address(es):

|  |  |  |
| --- | --- | --- |
| **No** | **Physical Address** | **GPS Coordinates (optional)** |
| 1 | 34 Hamilton Street, Arcadia, PRETORIA |  |
| 2 | 115 Bowling Avenue, Gallo Manor, Sandton |  |

## CUSTOMER INFRASTRUCTURE AND ENVIRONMENT

1. Product baseline (inventory)

All the components/items used for the DS solution is provided in the table below.

| **Product Description** | **Quantity** |
| --- | --- |
| Signing Hub Enterprise - Perpetual License - Software Maintenance | 2 |
| Signing Hub Server - 1 Test Server License | 1 |
| Multi-User Signature Pricing - Software Maintenance | 1 |
| Enterprise signing Integration to Web Application for G2G Signing | 1 |
| Entrust Security Provider ESP - Maintenance | 1200 |
| Advanced Electronic Signature Certificate (Internal Users) | 1200 |
| Digital Signatures for external users | 5000 |
| Entity Certificate - Bulk Signing | 1 |
| LAWtrust Trust Service Orchestrator (JTSO) - Software Maintenance | 1 |
| ENTERPRISE SIGNING SOFTWARE COST |  |
| Multi Factor Authentication Solution |  |
| Entrust Identity Guard Production Server Software Maintenance | 1 |
| Entrust Identity Guard Backup Server (Test/HA/DR) Software Maintenance | 2 |
| Entrust Identity Guard CALs Software Maintenance | 1200 |
| Entrust Soft Token for Mobile & Windows Software Maintenance | 1200 |

# TECHNICAL REQUIREMENT OVERVIEW

## PRODUCT REQUIREMENT

1. Supply licenses renewals for the DS licenses for a period of 60 (Sixty) months.
2. Provide hardware maintenance and support for the DS appliances for a period of 60 (Sixty)

months.

## SERVICES REQUIREMENT

1. Provide maintenance and support services to support the GPAA’s DS solution for a period of 60 (Sixty) months.
2. Provide professional services on a time and materials basis for a period of 60 (Sixty) months.

**NOTE:** The above services must be aligned with the end date of the renewals.

## SERVICE DELIVERY SCHEDULE AND PERFORMANCE METRICS

* 1. Supply license renewals for the full 60 (Sixty) month period within one month from the date of order.
  2. Supply hardware maintenance and support for the full 60 (Sixty) month period within one month from the date of order.
  3. Supply the maintenance and support services for the full period aligned with the end date of the renewals.
  4. Supply the professional services on a time and materials basis for the full period aligned with the end date of the renewals.

# 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.

|  |  |  |
| --- | --- | --- |
| **Stage** | **Description** | **Applicable for this bid** |
| 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 |

1. **The bidder must qualify for each stage to be eligible to proceed to the next stage of the**

**evaluation.**

* 1. ADMINISTRATIVE PRE-QUALIFICATION

# ADMINISTRATIVE PRE-QUALIFICATION REQUIREMENTS

## ADMINISTRATIVE PRE-QUALIFICATION VERIFICATION

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

## ADMINISTRATIVE PRE-QUALIFICATION REQUIREMENTS

1. **Submission of bid response**: The bidder has submitted a bid response documentation pack –
   * 1. that was completed and uploaded on the GCommerce system within the stipulated date and time as specified in the “Invitation to Bid” cover page.
2. **Attendance at briefing session:** Non-Compulsory Virtual Briefing Session Required.
3. **Registered Supplier.** The bidder is, in terms of National Treasury Instruction Note 3 of 2016/17, registered as a Supplier on National Treasury Central Supplier Database (CSD).

   2. TECHNICAL MANDATORY, FUNCTIONALITY AND PROOF OF CONCEPT REQUIREMENTS

# TECHNICAL MANDATORY

## INSTRUCTION AND EVALUATION CRITERIA

1. The bidder **must comply with ALL the requirements 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 AFFILIATION REQUIREMENTS**   The bidder must be a registered OEM/OSM partner or reseller to implement and provide maintenance & local support for the Digital Signature Solution.  As a minimum, the Bidder must be:   * An Entrust Certified Partner, or Reseller;   A Thales HSM Partner or Reseller | Attach to ANNEX B a copy of documentation (valid certificate, license, letter or sworn affidavit) indicating that the bidder is a registered an OSM/OEM partner or reseller to implement and provide maintenance & local support for the Digital Signature Solution for the following as a minimum:   * An Entrust Certified Partner, or Reseller; * A Thales HSM Partner or Reseller.   **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 10.1> |
| 1. **BIDDER CERTIFICATION REQUIREMENTS**   The bidder must have capability to issue advanced and digital certificates from a local Certificate Authority (CA) that is certified by Webtrust. | Attach to Annex B a valid Webtrust seal and proof of current Webtrust audit reports  **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 10..2> |
| 1. **BIDDER EXPERIENCE AND CAPABILITY REQUIREMENTS**   The bidder must have rolled-out a Digital Signature Solution with maintenance and local support to at least two (2) customers in excess of 5,000 users each during the past three (3) years. The scope must cover solution design, implementation, user enrolment (training) and Maintenance & local Support. | Provide reference information from two (2) customers to whom the project or service was delivered or an affidavit as evidence of providing Digital Signature Solution.  (Each customer should have provided maintenance and local support in excess of 5,000 users during the past three (3) 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 10.3> |
| 1. **TECHNICAL MANDATORY FUNCTIONAL REQUIREMENT**   **The bidder must confirm compliance to the technical mandatory functional requirements.** | The bidder must confirm that they comply with the Technical Mandatory Functional Requirements by completing ANNEXC: Addendum1. | <provide unique reference to locate substantiating evidence in the bid response – see Annex B, section 10.4 and Annex C: Addendum 1> |

## DECLARATION OF COMPLIANCE

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

# 

* 1. SPECIAL CONDITIONS OF CONTRACT (SCC)

# SPECIAL CONDITIONS OF CONTRACT

## INSTRUCTION

1. The successful supplier will be bound by Government Procurement: General Conditions of Contract (GCC) as well as this Special Conditions of Contract (SCC), which will form part of the signed contract with the successful Supplier. However, SITA reserves the right to include or waive the condition in the signed contract.
2. GPAA reserves the right to –
   1. Negotiate the conditions, or
   2. Automatically disqualify a bidder for not accepting these conditions.
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, GPAA 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 GPAA**
   2. **Right of Award. GPAA** reserves the right to award the contract for required goods or services to multiple Suppliers.
   3. **Right to Audit. GPAA 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

Hamilton Street Data Centre, 34 Hamilton St, Arcadia.

Gallo Manor Data Centre, 115 Bowling Avenue, Gallo Manor, Sandton

1. **SCOPE OF WORK AND DELIVERY SCHEDULE**
   1. The Supplier is responsible to perform the work as outlined in the following Work Breakdown Structure (WBS):

| **WBS** | **Statement of Work** | **Delivery Timeframe** |
| --- | --- | --- |
|  | Supply license renewals. | Within 1 month after acceptance of contract for the full 60 (Sixty) month period within one month from the date of order |
|  | Supply hardware maintenance and support. | Within 1 month after acceptance of contract for the full 60 (Sixty) month period within one month from the date of order |
|  | Supply the maintenance and support services to ensure that the GPAA’s SLA/Availability requirements are met. 99% availability. | Within 1 month after acceptance of contract for the full period aligned with the end date of the renewals within one month from the date of order |
|  | Supply the professional services on a time and materials basis | Within 1 month after acceptance of contract for the full period aligned with the end date of the renewals within one month from the date of order |

* + **<Acceptance conditions>**

WBS 1 - Certified License Certificates Keys/Grants valid for a period of 60 (Sixty) months.

WBS 2 – Hardware maintenance and support for a period of 60 (Sixty) months

WBS 3 – Maintenance and support for the full period aligned with the end date of the renewals. This will ensure the service availability as per the agreed contractual SLA (99%).

WBS 4 - Supply the professional services on a time and materials basis as agreed to, in accordance with the process that will be documented in the Service Level Agreement.

1. **SERVICES AND PERFORMANCE METRICS**
   1. The Supplier is responsible to provide the following services as specified in the Service Breakdown Structure (SBS) - Not Applicable
2. **SUPPLIER PERFORMANCE REPORTING**
   1. Monthly SLA reports.
3. **REGULATORY, QUALITY AND STANDARDS**
   1. **The Supplier must for the duration of the contract ensure compliance with ISO/IEC General Quality Standards.**
   2. **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).**
4. **PERSONNEL SECURITY CLEARANCE**
   1. **The Supplier personnel who are required to work with information related to NATIONAL SECURITY must have a valid South African security clearance or must apply within 30 days of the signed contract for a security clearance to the level of CONFIDENTIAL at the expense of the Supplier from the South African State Security Agency or duly authorised Personnel Security Vetting entity of SA Government.**
   2. **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).**
   3. **The Supplier must ensure that the security clearances of all personnel involved in the Contract remains valid for the period of the contract.**
5. **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.
6. **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.
2. **SUPPLIER DUE DILIGENCE**

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

## DECLARATION OF ACCEPTANCE

|  | **ACCEPT ALL** | **DO NOT ACCEPT ALL** |
| --- | --- | --- |
| 1. The bidder declares to ACCEPT ALL the Special Condition of Contract as specified in section 7.2 above by indicating with an “X” in the “ACCEPT ALL” column, OR 2. The bidder declares to NOT ACCEPT ALL the Special Conditions of Contract as specified in section 7.2 above by -    1. Indicating with an “X” in the “DO NOT ACCEPT ALL” column, and;    2. Provide reason and proposal for each of the conditions that is not accepted. |  |  |
| **Comments by bidder:**  Provide reason and proposal for each of the conditions not accepted as per the format:  Condition Reference:  Reason:  Proposal: | | |

* 1. COSTING AND 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 **80/20**, 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.
   4. License fees will be payable annually in advance.
   5. Hardware maintenance and support will be payable annually in advance.
   6. System maintenance and support services will be payable monthly in arrears.
   7. Professional services will be payable on a time and materials basis. The process to be followed to utilise the professional services will be documented in the agreement/contract that will be established between the two parties.

**SITA reserves the right to negotiate pricing with the successful bidder prior to the award, contracting and during implementation on the envisaged quantities.**

1. **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 | R14,47 |
| 1 Euro | R17,13 |
| 1 Pound | R20,06 |

1. **BID PRICING SCHEDULE**

Note:

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

1. **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 –

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

## 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

CSD Central Supplier Database

GPAA Government Pensions Administration Agency

ICT Information and Communication Technology

PPPFA Preferential Procurement Policy Framework Act

SAAA South African Accreditation Authority

SITA State Information Technology Agency

VAT Value Added Tax

ANNEX B: BIDDER SUBSTANTIATING EVIDENCE

**10.** **MANDATORY REQUIREMENT EVIDENCE**

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

Attach a copy of documentation (valid certificate, license, letter or sworn affidavit) indicating that the bidder is a registered an OSM/OEM partner or reseller to implement and provide maintenance & local support for the Digital Signature Solution for the following as a minimum here:

* An Entrust Certified Partner or Reseller
* A Thales HSM Partner or Reseller

## ****BIDDER CERTIFICATION REQUIREMENTS****

Attach a valid Webtrust seal and proof of current Webtrust audit reports here.

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

Complete table below, noting that:

* 1. Bidder must provide references from at least two (2) customers with a user base in excess of 5,000 to whom the Bidder delivered a digital signature solution, including, installation and maintenance and support; and
  2. Project end-date must be current or not older than three (3) years from date this bid is advertised,
  3. Scope of work must cover solution design, implementation, user enrolment (training) and maintenance and support.

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 reference information from a customer with a user base in excess of 5,000 to whom the Bidder delivered a digital signature solution, including, installation and maintenance and support > | Start Date:  End Date: |
| 2 | <Company name> | <Person Name>  <Tel>  <email> | < Provide reference information from a customer with a user base in excess of 5,000 to whom the Bidder delivered a digital signature solution, including, installation and maintenance and support > | Start Date:  End Date: |

## ****TECHNICAL MANDATORY FUNCTIONAL REQUIREMENT****

The bidder must confirm that they comply with the Technical Mandatory Functional Requirements by completing ANNEXC: Addendum1 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:**

|  |  |  |
| --- | --- | --- |
| **#** | **Description** | **Indicate (Comply Yes/No)** |
|  | Supply license renewals and software for a period of sixty months for the products mentioned in par 2.1.1 (a). |  |
|  | Supply hardware maintenance and support for a period of 60 (Sixty) months for the components mention in par 2.1.1 (b). |  |
|  | Provide services to maintain and support the implemented solution and maintain a 99% service availability, co-termed to end date for the license and hardware maintenance and support. |  |
|  | Provide professional services on a time and material |  |