



**Annexure 1: Bid Specification: RFB 3118-2025**

**REQUEST FOR BID FOR THE PROCUREMENT OF TREND MICRO LICENCE RENEWAL WITH MAINTENANCE AND SUPPORT FOR THE DEPARTMENT OF JUSTICE AND CONSTITUTIONAL DEVELOPMENT (DOJ&CD) FOR TWO (02) YEARS**

**TECHNICAL, PRICING AND PREFERENCE POINTS REQUIREMENTS**

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# Introduction

## Purpose

The purpose of this **RFB** is to invite Suppliers (hereinafter referred to as “Bidders”) to submit bids for the renewal of the current solution (Trend Micro) for approximately 24000 end points to support the business requirements to the Department of Justice and Constitutional Development (DOJ&CD) for a period of two (02) years.

## Background

The Department currently utilises Trend Micro Products that are deployed in all DOJ&CD systems across South Africa. These products provide additional layers of defence against malicious attacks from Viruses, Worms, Trojans, etc. on the Department’s internal network infrastructure.

In addition to the license renewal, the Department requires the provisioning of enhanced cybersecurity services built on the current Trend Micro solution. The Department plans to integrate Security Operations Centre (SOC) capabilities as part of its cybersecurity infrastructure.

# Scope of Bid

## Scope of Work

The scope of work for the bidders is as follows:

1. Supply software, appliances, including software assurance where applicable and related licences for the renewal, as per the Technical Requirements under section 3.1.1.

## Delivery address

The address where the required licenses solution must be delivered to the following addresses:

|  |  |  |  |
| --- | --- | --- | --- |
| **No** | **Province** | **Office** | **Address** |
| 1 | Gauteng | Department of Justice and Constitutional Development | National Office: 329 Pretorius StreetMomentum Building0001 |

## Customer Infrastructure and Environment Requirements

The DOJ&CD has its own ICT infrastructure comprising of:

1. Desktop and Laptops mostly running the Windows 7 to Windows 11 Operating System.
2. Servers running Windows 2003 to 2019 Server Operating System.
3. Huawei private cloud stack.
4. Switches are based on Huawei and HPE technology.
5. Telkom MPLS as the backbone.

# Requirements

## Solution Requirements

### The following table depicts the technical specification requirements.

1. The scope of the work by the bidder is to supply software, appliances, including software assurance where applicable and related licences for the renewal:

Table 1: Technical Specification Requirements

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **No** | **Type** | **SKU** | **Description**  | **Qty** | **Term** |
| 1.
 | Renew  | CX10153063  | Trend Micro Cloud One - Workload Security with XDR: Renew, Non-Profit, 12 month(s), 2001-5000  | 4350 | 24 months |
| 1.
 | Renew  | DM10058481  | Vision One XDR Add-on: Deep Discovery Inspector: Renewal: Renew, Non-Profit, 12 month(s), 1-4  | 2 | 24 months |
| 1.
 | Renew  | DD10990701  | Deep Discovery Inspector 1000 Software with 1Gbps: Renew, Normal, 12 month(s), 1-1  | 1 | 24 months |
| 1.
 | Renew  | VO10002669  | Trend Vision One Zero Trust Secure Access - Private + Internet Access: Renew, Normal, 12 month(s), 10001-25000  | 22000 | 24 months |
| 1.
 | Renew  | SY10000098  | Service One Complete Endpoint & Workloads (includes Messaging): Renew, Normal, 12 month(s), 10001-100000  | 22000 | 24 months |
| 1.
 | Renew  | SY10000836  | Service One Complete Network - 500 Mbps: Renew, Normal, 12 month(s), 1-1  | 1 | 24 months |
| 1.
 | Renew  | DD10990701  | Deep Discovery Inspector 1000 Software with 1Gbps: Renew, Normal, 12 month(s), 1-1  | 1 | 24 months |
| 1.
 | Renew  | VO10012439  | Vision One ASRM Add-on: Deep Discovery Inspector: Renew, Non-Profit, 12 month(s), 1-4  | 2 | 24 months |
|  | Renew  | SY10000836  | Service One Complete Network - 500 Mbps: Renew, Normal, 12 month(s), 1-1  | 1 | 24 months |
|  | Renew  | CT11062833  | Trend Micro Smart Protection Complete (incl CAS XDR): Renew: Renew, Non-Profit, 12 month(s), 5001-100000  | 22000 | 24 months |
|  | Renew  | SK10966650  | Vision One EDR/XDR Add-on: Endpoint, Server and Cloud Workloads: Renew: Renew, Non-Profit, 12 month(s), 10001-100000  | 22000 | 24 months |
|  | Renew  | DD10991561  | Deep Discovery Inspector 1000 Appliance Warranty Renew: Renew, Normal, 12 month(s), 1-1  | 1 | 24 months |
|  | Renew  | DD10991561  | Deep Discovery Inspector 1000 Appliance Warranty Renew: Renew, Normal, 12 month(s), 1-1  | 1 | 24 months |
|  | **New**  | PD10345767  | PCS - Deployment: On-site services per man-day: New, Normal, 12 month(s), 1-100  | 19 | 24 months |
|  | Renew  | AD11073241  | Deep Discovery Analyzer Appliance Warranty Renew: Renew, Normal, 12 month(s), 1-1  | 1 | 24 months |
|  | Renew  | VO10541323  | Trend Micro Vision One Credits: Renew, Non-Profit, 12 month(s), CREDITS  | 440000 | 24 months |
|  | Renew  | AD11073241  | Deep Discovery Analyzer Appliance Warranty Renew: Renew, Normal, 12 month(s), 1-1  | 1 | 24 months |
|  | Renew  | AD11072688  | Deep Discovery Analyzer - Software: Renew, Normal, 12 month(s), 1-1  | 1 | 24 months |
|  | Renew  | AD11072688  | Deep Discovery Analyzer - Software: Renew, Normal, 12 month(s), 1-1  | 1 | 24 months |
|  | Renew  | PD10345866  | Incident Response Retainer for V1 and Premium Support contract Customers (per man-day): Renew, Normal, 12 month(s), 1-100  | 20 | 24 months |
|  | **New**  | VO10635470  | Trend Vision One - Cyber Risk Exposure Management - Essentials: New, Non-Profit, 12 month(s), 25001-50000  | 26350 | 24 months |
|  | Renew  | TPRM0082  | TippingPoint 8400TX HW + Support 1Yr Renew  | 1 | 24 months |
|  | Renew  | TPRM0082  | TippingPoint 8400TX HW + Support 1Yr Renew  | 1 | 24 months |
|  | Renew  | TPRN0208  | TippingPoint 10Gbps TPS Inspection License + Threat DV + TLS inspection + Support + DV 1Yr Renew AMEA  | 1 | 24 months |
|  | Renew  | TPRN0208  | TippingPoint 10Gbps TPS Inspection License + Threat DV + TLS inspection + Support + DV 1Yr Renew AMEA  | 1 | 24 months |
|  | Renew  | TPRN0195  | TippingPoint SMS H4 XL HW (Dell) + Support 1Yr Renew  | 1 | 24 months |

1. The following products/licenses are optional to the above and should be quoted as such:

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **No** | **Type** | **SKU** | **Description**  | **Qty** | **Term** |
| **SOC Requirements** |
|  | New  | SK11060699  | TM Vision One - Advance: New, Normal, 12 month(s), 5001-1Sh00000  | 17000 | 24 months |
|  | New  | MD10204906  | TM V1 SoC Services - Partner Services - Per GB/Per Day: New, Normal, 12 month(s), 101-100000  | 209 | 24 months |
|  | New  | MD10146669  | TM Vision One SOC Services - ADVANCE | TM V1 + 3rd Party Platform Response SOC Services: New, Normal, 12 month(s), 5001-100000  | 15000 | 24 months |
|  | New  | MD10141666  | TM Vision One SOC Services - Servers - Max Add On: New, Normal, 12 month(s), 1001-100000  | 2000 | 24 months |

## Service Elements

### Full-Service Agreement

#### Software License Renewal

1. Renewal of existing Trend Micro Antivirus endpoint protection licenses.
2. Coverage for all users/devices as per the department's license entitlement.
3. Compliance with Trend Micro licensing policies.

#### 2. Software Assurance and Updates

1. Access to all antivirus engine and signature updates;
2. Access to version upgrades, feature enhancements, and security patches throughout the 24-month period;
3. Continuous threat intelligence updates from Trend Micro’s global threat network.

#### 24/7 Technical Support Services

1. 24/7 access to dedicated support channels (email, phone, web-based ticketing);
2. Remote troubleshooting and resolution of issues;
3. Prioritized support for critical incidents (Severity 1 and 2).

#### Onsite Support (as needed)

1. Provision for onsite technical intervention in case of persistent or critical issues not resolved remotely;
2. Support during initial rollout or re-deployment of licenses.

#### Monitoring and Reporting

1. Real-time health monitoring of antivirus infrastructure;
2. Periodic reporting on threats detected, resolved, and system performance;
3. Quarterly performance and compliance reports.

#### Consulting and Advisory Services

1. Expert consultation on antivirus policies, configurations, and threat mitigation strategies;
2. Assistance with integration into existing SIEM or endpoint management platforms;
3. User Awareness & Training (Optional/Value-Add);
4. User training sessions on safe computing practices and threat awareness;
5. Administrator training on managing Trend Micro environments.

#### License and Asset Management

1. Inventory tracking of deployed antivirus licenses;
2. Alerts on license expiry and renewal requirements.

#### Service Level Agreement (SLA) Commitments

1. Defined response and resolution times for different levels of incidents;
2. Escalation matrix and contact protocols;
3. Performance metrics for uptime, patch compliance, and user satisfaction.

#### Transition and Handover Support

1. Smooth transition from the existing service provider;
2. Handover of documentation, configurations, and knowledge transfer at the end of the agreement period.

### Response time and distance

| **Severity Levels** | **Description** | **Initial Response Time** | **Resolution Time (Target)** |
| --- | --- | --- | --- |
| Critical (P1) | Widespread outage, malware outbreak, or security breach impacting core systems. | Within 1 hour | Within 4–6 hours |
| High (P2) | Major service degradation affecting multiple users or departments. | Within 2 hours | Within 8–12 hours |
| Medium (P3) | Issue affecting individual users or limited functionality. | Within 4 hours | Within 24–48 hours |
| Low (P4) | General queries, minor bugs, or service requests. | Within 1 business day | Within 3–5 business days |

# Bid Evaluation Stages

1. The bid evaluation process consists of four stages, according to the nature of the bid.
2. A bidder must qualify for each stage to be eligible to proceed to the next stage of the evaluation. The stages are:

Table 2: Bid Evaluation Stages

|  |  |  |
| --- | --- | --- |
| **Stage** | **Description** | **Applicable for this bid YES/NO** |
| Stage 1  | Mandatory Administrative Responsiveness | **YES** |
| Stage 2  | Technical Mandatory Requirements | **YES** |
| Stage 3 | Special Conditions of Contract Verification | **YES** |
| Stage 4 | Price and Preference Points Evaluation | **YES** |

## Mandatory Administrative Responsiveness (Stage 1)

### Attendance of briefing session

1. **A Non-Compulsory Virtual Briefing session** will be held. The bidder must 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.

### Registered Supplier

1. Only responses from bidders who are registered as a Supplier on National Treasury’s Central Supplier Database (CSD) in terms of National Treasury’s Instruction Note 4A of 2016/17 will be considered for award on this **RFB**.
2. In the case of joint ventures or consortiums, the bidder must demonstrate that at least one of the parties to the bid response attended the briefing session.

### Bid Submission Instructions

**Note that a Two Envelope process will be followed and therefore bidders must submit as follows:**

1. **Envelope 1: RFB Document and Technical / Functionality Response**

The following must be included and submitted in a in a separate envelope:

* 1. One (1) original file excluding pricing; **and**
	2. One (1) hard copy excluding pricing; **and**
	3. One (1) electronic copy on USB memory stick/ flash drive in Portable Document Format (PDF) of the RFB Document and Technical / Functionality Response.
1. **Envelope 2: Price Response**

The following must be included and submitted in a in a separate envelope:

* 1. One (1) original file excluding Technical / Functionality Response; and
	2. One (1) hard copy excluding Technical / Functionality Response; and
	3. One (1) electronic copy on USB memory stick/ flash drive in Portable Document Format (PDF) of pricing only.
1. **It is the Bidder’s responsibility to ensure that the information and contents on the electronic copies is the same as in the hard copies.**
2. To ensure that the electronic copies are not damaged, the bidder must submit the USB’s (memory stick/ flash drive) in a sealed padded envelope and be clearly marked.
3. Bidders shall submit Bid responses in accordance with the prescribed manner of submission as specified above. Failure to comply with the above instructions on submitting a proposal will lead to disqualification.
4. The **RFB** Responses (hard and electronic copies) must be clearly marked as follows: Bidder’s Name & Contact Details, RFB Number, RFB Description, and Closing Date.
5. All Bids in this regard shall only be accepted if they have been placed in the tender box before or on the closing date and stipulated time.
6. Late bids shall not be considered.
7. The Bid response must be signed by an authorised employee, agent or representative of the bidder. The Bid response Bid must bear the initials of the signatory at the bottom of every page as an indication that the bidder has familiarised itself with the terms and conditions of this RFB document.
8. Faxed or e-mailed bids will not be accepted.
9. Bidders shall submit Bid responses in accordance with the prescribed manner of submission as specified in this document. Failure to comply with the bid submission requirements will lead to disqualification.
10. Bidders are required to submit all returnable documents/information together with their Bids/proposals on or before the closing time and date of the Bids/proposals.
11. All services supplied in accordance with the bidder’s proposal must be in accordance with all applicable legal requirements in terms of South African law, policies and regulations.

## Technical returnable documents

### Instruction and evaluation criteria

1. The bidder must comply with ALL the requirements as per the Technical Mandatory Requirements 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.
3. The bidder must comply with ALL the TECHNICAL MANDATORY REQUIREMENTS in order for the bid response to proceed to the next stage of the evaluation.

### Technical mandatory requirements (Stage 2)

Table 3: Technical Mandatory Requirements

| **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 be an accredited Partner, accredited by the Original Software Manufacturer (OSM) to provide Trend Micro Software Licenses. | Attach to **ANNEX A,** a copy of a valid documentation (certificate, letter or license) as proof that the bidder is an accredited partner to provide Trend Micro Software Licenses:**NOTE (1):** The valid documentation (letter/certificate/license) clearly indicating the following information below:(a) The Regulator Name (OSM/OEM); and(b) The Bidder’s Name; and (c) The date it was issued; and(d) if applicable, the expiry date**NOTE (1):** SITA reserves the right to verify information provided. | <provide unique reference to locate substantiating evidence in the bid response – **see Annex A, par 5.1**> |
| **2. BIDDER EXPERIENCE AND CAPABILITY REQUIREMENTS** |
| The bidder must have provided the Trend Micro Software Licenses to at least One (01) customer (scale of customer base of a minimum of 20 000 licenses) in the last five (05) years from the publication date of this bid. | The Bidder **must** provide reference details from at least One (01) customer (scale of customer base of a minimum of 20 000 licenses) to whom Trend Micro Software Licenses were provided in the last five (05) years from the publication date of this bid.**NOTE (1):**The Bidder must provide **all of the following** information when completing **table 7**:* 1. Company name; **and**
	2. Reference Person Name, Tel **and/or** email; **and**
	3. Project Scope of Work; **and**
	4. Project Start and End-date.

**NOTE (2):** Failure to complete **Table 7** fully as indicated above will result in disqualification.**NOTE (3):** SITA reserves the right to verify information provided. | <provide unique reference to locate substantiating evidence in the bid response – **see Annex A, par 5.2, table 7**> |
| **3. SPECIAL CONDITIONS OF CONTRACT ACCEPTANCE** |
| The Bidder must accept the following:All the Special Conditions of Contract (SCC) as stated in section 4.3. | The Bidder **must** accept ALLthe Special Conditions of Contract (SCC) as stated in **section 4.3** by signing in the declaration of compliance and acceptance of SCC in **section 4.3.2.****NOTE (1):**Failure to complete and sign the SCC in **section 4.3.2** will result in disqualification. | <provide unique reference to locate substantiating evidence in the bid response – **see Annex A, par 5.3>** |
| **4. THIRD PARTY RISK ASSESSMENT** |
| 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 B.** **NOTE (1):** SITA reserves the right to verify information provided.**NOTE (2):**Failing to complete all the questions, or not Accepting the Declaration of Acceptance above will result in disqualification. | <Provide unique reference to locate substantiating evidence in the bid response – see **Annex A, par 5.4**> |

## Special Conditions of Contract Verification (Stage 3)

1. The successful bidder 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 bidder. 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; or
	3. Award to multiple bidders; or
	4. Not to award; or
	5. To do a partial award.
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 4.3. (b) above.
	* 1. **Special Conditions of Contract**
			1. **Contracting Conditions**
4. **Formal Contract** - The supplier must enter into a formal written contract (agreement) with SITA/DOJ&CD.
5. **Right to Audit** – SITA/DOJ&CD 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.
	* + 1. **Delivery Address**
6. The supplier must deliver the required products or services at as indicated in Section 2.2, Delivery Address
	* + 1. **Delivery Schedule**
7. The scope of work (Section 2) and Section 3 (Requirements) must be completed within two (2) months from the date of Purchase Order.
	* + 1. **Services and Performance Metrics**
8. The bidder is responsible to provide the following services as specified in the Service Breakdown Structure (SBS):

|  **SBS** | **Service Element** | **Service Grade** | **Service Level** |
| --- | --- | --- | --- |
|  | Software maintenance and support | Normal | 24h x 7days x 52weeks |
|  | Incident Response | Normal | Maximum 4 hours  |
|  | Incident Restore | Normal | Maximum 8 hours |

* + - 1. **Supplier Performance Reporting**
1. The Supplier will report on a weekly basis to SITA/DOJ&CD during the installation and implementation phase of the project; weekly written reports are to be presented to the SITA/DOJ&CD on the progress of the preceding week until installation process has been completed.
2. Quarterly meetings to be scheduled between SITA/DOJ&CD and service provider and ADHOC meetings from both sided.
3. The Supplier is required to generate regular reports as outputs during the maintenance and support cycle within the following service levels (the report type will drive the service level agreement; definition of the content of each report type will be finalised at the time of concluding the contracted service level agreement).
	* + 1. **Certification, Expertise and Qualification**
4. The bidder certifies 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
	2. it is committed to provide the Products or Services; and
	3. perform all obligations detailed herein without any interruption to the Customer
	4. it has been certified for the Products and Services required
5. The bidder must ensure that work or service is performed by a person who is certified by the Original Software Manufacturer.
	* + 1. **Logistical Conditions**
6. **Hours of Work**
	1. Office hours are defined as business working hours of the customer and is Mondays to Fridays between 07:30 and 16:00
	2. After hours of the customer during week days are from 16:00 to 07:30
7. **Tools of Trade.** The Supplier must bring their necessary tools of trade in order for them to perform their duties adequately
8. In the event that SITA/DOJ&CD grants the Supplier permission to access SITA/DOJ&CD's Environment including hardware, software, internet facilities, data, telecommunication facilities and/or network facilities remotely, the Supplier must adhere to SITA/DOJ&CD'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
	* + 1. **Regulatory, Quality and Standards**
9. Products used to deliver the goods /services must comply with **compliance with ISO/IEC General Quality Standards, ISO27001, and Protection of Personal Information Act (POPIA).**
10. Bidders must for the duration of the contract ensure compliance with General Quality Standards, ISO 9001.
	* + 1. **Company and Personnel security clearance requirements**

(a) **Company security screening:** The supplier may be required to undergo a company security screening conducted by the State Security Agency (SSA). Should the SSA find the supplier not suitable after the conduct of the security screening, the business relationship will be terminated. The following documentation will be required for the company security screening process to be conducted:

(i) Copy of company registration documentation;

(ii) Copy(ies) of identity documentation of Director(s), Member(s) or Trustee(s);

(iii) Copy of valid tax clearance certificate.

(b) **Security suitability check for individuals**: SITA may, at its own discretion and in line with its policies and procedures, require employees of the supplier to be subjected to a security suitability check before commencement of a project or delivering of a service. The security suitability check is conducted by SITA in order to ensure that individuals meet the minimum-security requirements and also to verify personal information. The supplier will be required to replace any employee(s) who is found to be not suitable after the conduct of the security screening. The following documentation will be required for the security suitability check:

(i) Copy of identity document;

(ii) Copy(ies) of qualification(s) if SITA requires verification thereof;

(iii) Fingerprints – will be taken electronically;

(iv) Signed consent form for the conduct of background checks.

(c) **Security clearance:** A security clearance, issued by either the SSA or Defence Intelligence (DI) is required if any employee of the supplier will have or may gain access to classified information throughout the duration of the project or in the process of delivering a service. The level of security clearance required – Confidential, Secret or Top Secret, will be determined at the sole discretion of SITA. The supplier will have to replace any employee who do not qualify for a security clearance or is found not suitable by the SSA or DI. The following documentation will be required for the security clearance process:

(i) Completed Z204 or DD1057 security clearance application form;

(ii) Fingerprints;

(iii) Personal documentation of the applicant, including but not limited to, identity document, passport, marriage certificate (if applicable), divorce order (if applicable), qualifications, salary advice and bank statements.

* + - 1. **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.

* + - 1. **Guarantee and warranties**
1. The supplier confirms that:
	1. The warranty of goods supplied under this contract remains valid for the duration of the contract after the goods were delivered, installed and commissioned with a sign off, including the client’s signature;
	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 2 (two) days after receiving a written notice from SITA/DOJ&CD;
	5. the Products is maintained during its Warranty Period at no expense to SITA/DOJ&CD;
	6. the Product possesses all material functions and features required for SITA/DOJ&CD’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/DOJ&CD 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/DOJ&CD 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/DOJ&CD after the Commencement Date of the Contract remains free from any lien, pledge, encumbrance or security interest;
	12. SITA/DOJ&CD’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/DOJ&CD 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/DOJ&CD 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/DOJ&CD; and
	17. any misrepresentation by the Supplier amounts to a breach of Contract
		* 1. **Intellectual Property Rights**
2. 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.
3. 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
4. SITA, at all times, owns all Intellectual Property Rights in and to all Bespoke Intellectual Property.
5. 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
6. Provide SITA with the compliant Occupational Health and Safety File (required on site for period of installation and proof of compliance).
	* + 1. **General**
7. The supplier will be bound by Government Procurement: General Conditions of Contract.
8. (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.
9. SITA reserves the right to:
	1. Negotiate the conditions, or
	2. Automatically disqualify a bidder for not accepting these conditions, or
	3. Before entering into a contract, conduct or commission an external service provider to audit or conduct probity to ascertain whether a qualifying bidder has the technical capability to provide the goods and services as required by this tender.
		* 1. **Counter Conditions**
10. 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**
11. 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 will not condone any form of fronting.
12. The SITA, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry/investigation, the onus will be on the bidder / contractor to prove that fronting does not exist. Failure to do so within a period of 14 days from date of notification may invalidate the bid / contract and may also result in the restriction of the bidder/contractor to conduct business with the public sector for a period not exceeding ten (10) years, in addition to any other remedies SITA may have against the bidder/contractor concerned.
	* + 1. **Business Continuity and Disaster Recovery Plans**
13. 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. **Sub-Contracting as a condition of tender**
			2. SITA in terms of the SITA Preferential Policy (PPP), 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 R50m, an organ of state must apply sub-contracting to advance designated groups.
14. The sub-contracting percentage for this bid will be negotiated at contracting stage with the bidder.
15. SITA reserves the right to accept or reject the proposed percentage subcontracting and further negotiate with the preferred bidder and if not satisfied may not award the tender.

Note (1):

In the case of sub-contracting, the sub-contractors must have valid Tax Clearance Certificates which, upon request by SITA, must be made available to SITA for due diligence purposes.

* + - 1. **Supplier Due Diligence**
1. 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. **Preference Goal Requirements conditions**
2. The Bidder’s commitment for the Preference Goal Requirements in this tender will be legally binding and the Bidder needs to perform against their commitment for the duration of the contract which will form part of the Contractual Agreement.
3. The Bidder must sustain, or improve the company’s BBBEE Level for the duration of the contact which will form part of the Contractual Agreement.
4. Performance of Preference Goal Requirements will be determined annually. Bidders must submit their Preference status report indicating progress against the Bidder’s Preferential commitments within 30 days of the yearly anniversary of the contract.
5. Bidders need to keep auditable substantive records / evidence and upon request by **SITA** must be made available for audit and, or due diligence purposes.
6. **SITA** reserves the right to require from a Bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim with regards to preferences, in any manner required by **SITA.**
7. **SITA reserves the right to** verify information / evidence provided by the Bidder.
8. **SITA reserves the right to** introduce a **penalty of 1%** of the overall annual year spent by **SITA** for the prior year if the Bidder fails to comply to **paragraphs (a), (b) and (c) above**.
	* 1. **Declaration of compliance and acceptance SCC**

I (we), the bidder hereby declare that I (we) accept ALL the Special Conditions of Contract as specified in par 4.3.1 above and shall comply with all stated obligations:

Name of Bidder: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

## Price and Preference Points Evaluation (Stage 4)

### Costing and Preference Evaluation

1. In terms of the SITA Preferential Procurement Policy (PPP), the following preference point system is applicable **for this** Bid:
	1. the 90/10 system (90 Price and 10 Specific Goals) for requirements with a Rand value above R50 000 000 (all applicable taxes included).
2. The Bidder must complete the **90/10 preference point system** based on the offer submitted by the Bidder and submit proof of documentation required in terms of this tender.
3. Points will be allocated for each of the **Preferential Goal Requirements** for this tender as indicated in **table 4,** dependant on paragraphs (2) and (3) above.
4. The maximum points for this tender will be allocated as follows, subject to paragraph 4 above.
5. Points for this tender shall be awarded for:
	1. Price; and
	2. Preference points for specific goals.

 **Table 4:** Points Allocation

| **Description** | **Points** **Table 6** |
| --- | --- |
| Price | 90 |
| Preference points for specific goals | 10 |
| Total points for Price and preference points for specific goals | **100** |

### 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. All additional costs as well as cost of delivery, labour, S&T, overtime, etc. must be included in this bid.
	3. All services, accessories, upgrades and options required by the solution or specified by the client must be included in the quoted price. If not included, bidders will be required to supply these accessories at no cost to the client.
	4. SITA reserves the right to negotiate pricing with the successful bidder prior to the award as well as envisaged quantities
2. 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.
3. The bidder must complete the declaration of acceptance as per **par 4.5** 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.

### Bid Pricing Schedule

* 1. Bidders **must** complete the bid pricing schedule in the Excel spreadsheet format provided and upload this as part of their submission.
	2. SITA/DOJ&CD reserves the right to negotiate pricing with the successful bidder prior to the award as well as envisaged quantities

### 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.

###  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 | **R17.80** |
| 1 Euro | **R20.81** |
| 1 Pound |  **R23.94** |

**NOTE (1):**

The ROE indicated above is to ensure a competitive bidding process.

**NOTE (2):**

The ROE will be fluctuating. The details of the ROE fluctuation will be negotiated during the contracting stage.

## Declaration of Acceptance

|  | **ACCEPT ALL** | **DO NOT ACCEPT ALL** |
| --- | --- | --- |
| 1. The bidder declares to ACCEPT ALL the Costing and Pricing conditions as specified in **par 4.4.2** 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 **par 4.4.2** 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. |

## Preference Requirements

1. The bidder must complete in full all the PREFERENCE requirements.
2. Allocation of points per requirements:The points allocation of bidders’ responses to the requirements will be determined by the completeness, relevance and accuracy of substantiating evidence.
3. Points will be allocated for each PREFERENCE requirement as per the criteria set in **table 6**, based on the offer submitted by the Bidder.
4. **The bidder must provide a unique reference number** (e.g. binder/folio, chapter, section, page) to locate substantiating evidence in the bid response. During evaluation, SITA reserves the right to treat substantiation evidence that cannot be located in the bid response, as “NOT COMPLY”. The evidence needs to be attached to **Annex A**.
5. **Preference Goal Requirements**
	1. The **Bidder must complete the 90/10 preference point system** based on the offer submitted by the Bidder and submit proof or documentation required in terms of this tender.
	2. The specific Preferential Goal Requirements for this tender is indicated in **table 5** below.
	3. The Bidder **must indicate their commitment** to claim points for each of the preference points by signing at **par 4.5** in the Invitation to Bid document.
	4. Failure on the part of a bidder to submit proof or documentation required or to comply to **paragraph (d)** above in terms of this tender to claim preference points for the **Preference Goal Requirements** for this tender, will be interpreted to mean that preference points are not claimed.
	5. The Bidder’s **commitment** for the **Preference Goal Requirements** in this tender will be **legally binding** and the Bidder needs to **perform against their commitment** for the duration of the contract which will form part of the Contractual Agreement.
	6. The Bidder **must sustain, or improve** the company’s BBBEE Level for the duration of the contact which will form part of the Contractual Agreement.
	7. **Performance of Preference Goal Requirements will be determined annually.** Bidders must submit their Preference status report to SITA indicating progress against the Bidder’s Preferential commitments **within 30 days after each quarter from the commencement date of the contract**.
	8. Bidders need to keep auditable substantive records / evidence and upon request by **SITA** must be made available for audit and, or due diligence purposes.
	9. **SITA reserves the right** **to** require from a Bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim with regards to preferences, in any manner required by SITA.
	10. **SITA reserves the right to** verify information / evidence provided by the Bidder.
	11. **SITA reserves the right to** introduce a **penalty of 1%** of the overall annual year spent by **SITA** for the prior year if the Bidder fails to comply to **paragraphs (v), (vi)and (vii) above.**

**Table 5:** Preference Goal Requirements (Specific Goals)

| **Preference Goal Requirement #** | **Preferential Goal Requirements** | **Preferential Goal Requirements**  |
| --- | --- | --- |
|  | **Preferential Goal Requirements allocated for this tender** | **Substantiating evidence and evidence reference to be completed by bidder. Evaluation per requirement: Each requirement indicated in the table below must be completed and points will be allocated based on the evidence required below**  | **Evidence Reference** |
| 1) | **B-BBEE Requirements**Promotion of Transformational Objectives. | **Evidence:**The Bidder must provide a copy of the following relevant evidence for the Preferential Goal points which the Bidder qualifies for:1. **Columns A, B, C and D in table 6**

Copy of relevant proof of the following to confirm the B-BBEE status of the contributor as defined in the Broad-Based Black Economic Empowerment Act:* + - * 1. ***B-BBEE certificate*** *(from a SANAS Accredited Agency);*

**or** ***Sworn affidavit*** in the format provided by CIPC - ***Applicable to EMEs and QSEs only****;***and/ or**1. **Column D in table 6**

Copy of ***South African Identification Document (ID)***; **and/ or**1. **Column E in table 6**

Copy of ***Medical Certificate*** ***clearly indicating the disability in line with the B-BBEE status claimed as defined in the Broad-Based Black Economic Empowerment Act***.**Note:**The CIPC (Companies and Intellectual Property Commission) registration documents will also be used as evidence to confirm compliance to the Preferential procurement requirements as part of the evaluation process.**Points allocation:**Points will be allocated for bidders that meets the requirements as indicated in either **table 6 in section 4.6**. | <provide unique reference to locate the substantiating evidence in the bid response – **Annex A, section 5.5**> |

**Table 6: B-BBEE Points as part of the Preference Goal requirements (Preferential Goal Requirements for (90/10) system)**

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

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
|  |  |  |  | **Ownership**  |  |  |  |
|  | **Reference #** | **Contributor Level as defined in the Broad-Based Black Economic Empowerment Act** | **EME/QSEs** | **Black Owned(BO)(51% or more)** | **Woman Owned(BWO)(More than 30%)** | **Youth Owned** | **Owned by People living with disabilities** | **Score** | **Bidder to select the section for points they wish to claim(Mark as Y= Yes)** |  |
|  |  |
|  |   |   | **(A)** | **(B)** | **(C)** | **(D)** | **(E)** | **(F)** |  |  |
|  | **1** | **Level 1** | **3** | **2** | **2** | **2** | **1** | **10** |  |  |
|  | **2** | **Level 1** | **3** | **2** | **2** | **2** | 0 | **9** |  |  |
|  | **3** | **Level 1** | **3** | **2** | **2** | 0 | 0 | **7** |  |  |
|  | **4** | **Level 1** | **3** | **2** | 0 | 0 | 0 | **5** |  |  |
|  | **5** | **Level 2 and 3** | **2** | **1** | **0,5** | **0,5** | **0,5** | **4,5** |  |  |
|  | **6** | **Level 2 and 3** | **2** | **1** | **0,5** | **0,5** | 0 | **4** |  |  |
|  | **7** | **Level 2 and 3** | **2** | **1** | **0,5** | 0 | 0 | **3,5** |  |  |
|  | **8** | **Level 2 and 3** | **2** | **1** | 0 | 0 | 0 | **3** |  |  |
|  | **9** | **Level 4 and 5** | **1** | **0,5** | **0,25** | **0,25** | **0,25** | **2,25** |  |  |
|  | **10** | **Level 4 and 5** | **1** | **0,5** | **0,25** | **0,5** | 0 | **2,25** |  |  |
|  | **11** | **Level 4 and 5** | **1** | **0,5** | **0,25** | 0 | 0 | **1,75** |  |  |
|  | **12** | **Level 4 and 5** | **1** | **0,5** | 0 | 0 | 0 | **1,5** |  |  |
|  | **13** | **Level 6** | 0 |   | 0 | 0 | 0 | **0** |  |  |
|  | **14** | **Level 7** | 0 |   | 0 | 0 | 0 | **0** |  |  |
|  | **15** | **Level 8** | 0 |   | 0 | 0 | 0 | **0** |  |  |
|  | **16** | **Non-Contributor** | 0 |   | 0 | 0 | 0 | **0** |  |  |
|  | **Total Maximum Score Allocation:** | **10** |  |  |  |  |  |  |  |
|  | F= A+B+C+D+E |  |  |

1. Bidder substantiating evidence

# Technical Mandatory Requirement Evidence

## Bidder Certification / Affiliation Requirements

Attach a copy of a valid documentation (certificate, letter or license) as proof that the bidder is an accredited partner to provide Trend Micro Software Licenses **here**:

 **NOTE (1):**

The valid documentation (letter/certificate/license) clearly indicating the following information below:

(a) The Regulator Name (OSM/OEM); and

(b) The Bidder’s Name; and

(c) The date it was issued; and

(d) if applicable, the expiry date

**NOTE (2):**

SITA reserves the right to verify information provided.

## Bidder Experience and Capability Requirements

Complete table below, noting that:

* + - 1. The Bidder **must** provide **all** of the following reference details from at least one (01) customer (scale of customer base of a minimum of 20 000 licenses) to whom the Trend Micro Software Licenses were delivered in the last five (5) years from the publication date of this bid.

**NOTE (1):**

The Bidder **must provide all** of the following information when completing **table 7**:

* 1. Company name; **and**
	2. Reference Person Name, Tel **and/or** email; **and**
	3. Project Scope of Work; **and**
	4. Project Start and End-date.

**NOTE (2):**

Failure to complete **Table 7** fully as indicated above will result in disqualification.

**NOTE (3):**

SITA reserves the right to verify information provided.

**Table 7:** References

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **No** | **Company Name** | **Contact person, telephone and/or e-mail address**  | **Project Scope of Work** | **Project start and end date** |
| 1. | <Company name> | <Person Name><Tel><email> | <Provide reference details from a customer (scale of customer base of a minimum of 20 000 licenses) to whom a Trend Micro License was delivered in the last five (5) years from the publication date of this bid. | Start Date:End Date: |

## Special Conditions of Contract

The Bidder must accept ALL the Special Conditions of Contract (SCC) as stated in section 4.3 by signing in the declaration of compliance and acceptance of SCC in section 4.3.2.

## Third Party Risk Management Assessment

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

**NOTE (1):**

SITA reserves the right to verify information provided.

**NOTE (2):**

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

## Preference Points Preferential Goals Evidence

The Bidder **must**:

* + 1. **Preference Goal Requirements:**

Bidder to select the section for points they wish to claim (Mark as Y=Yes) in **table 6 in section 4.6**, dependant on which preference system the Bidder selects in line with **section 4.6; and**

Provide a copy of the following relevant evidence for the Preferential Goal points which the Bidder qualifies for as set out in **table 5** in **section 4.6** and **attach it here**:

* + - * 1. **Columns A, B, C and D in tables 6**

Copy of relevant proof of the following to confirm the B-BBEE status of the contributor as defined in the Broad-Based Black Economic Empowerment Act:

**B-BBEE certificate** (from a SANAS Accredited Agency);

**or**

**Sworn affidavit** in the format provided by CIPC - **Applicable to EMEs and QSEs only**;

**and/ or**

* + - * 1. **Column D in table 6**

Copy of **South African Identification Document (ID)**;

**and/ or**

* + - * 1. **Column E in table 6**

Copy of **Medical Certificate** **clearly indicating the disability in line with the B-BBEE status claimed as defined in the Broad-Based Black Economic Empowerment Act**.

**Note:**

The CIPC (Companies and Intellectual Property Commission) registration documents will also be used as evidence to confirm compliance to the Preferential procurement requirements as part of the evaluation process.

* + 1. Indicate their **commitment** to claim points for each of the preference points **by signing at par 4.5 in the Invitation to Bid document.**
1. THIRD-PARTY RISK MANAGEMENT (TPRM) ASSESSMENT

# Instructions

1. 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.
2. 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.
3. 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.
4. Supplier due diligence, as contained in the Special Conditions of Contract, is also applicable to this Third-Party Risk Management process.
5. 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.

## Evaluation Criteria

### 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 |

### All questions for all other risk elements:

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

## Third Party Risk Assessment

* 1. 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 disclosed all interests and relationships as required in **SBD 4**, including whether any of your directors, members, trustees, or shareholders are employed by the state, have relationships with SITA employees, or have interests in other entities (whether they are also bidding for this contract, or not)?
 | 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 |

##  Third Party Risk Management Declaration

* 1. 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 not 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 the bidder pertaining to the third-party risk assessment:** |

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