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| **RFQ No:** | **RFB 3094-2025** |
| DESCRIPTION | **REQUEST FOR BID FOR THE PROCUREMENT OF AUTODESK SUBSCRIPTION AGREEMENT AND ADDITIONAL AUTODESK PRODUCTS AND/OR SERVICES FOR A PERIOD OF THREE YEARS** |
| Non Compulsory Virtual Briefing | 21 May 2025  Time: 11:00am  Place: online  [**Join the meeting now**](https://teams.microsoft.com/l/meetup-join/19%3ameeting_NDQxZTI2Y2YtMjg1Zi00MzliLWI0MzktMmE1ZjAxM2M0ZTNj%40thread.v2/0?context=%7b%22Tid%22%3a%2248cd5724-88c7-48c3-a665-945436edd7fc%22%2c%22Oid%22%3a%2201bb5291-ac8e-4db6-8a5c-bf7d499b3767%22%7d) |
| Closing Date for questions / queries | 02 June 2025 at 16:30 |
| Bid Response Submission Address | Tender Office  459 Tsitsa Street, Erasmuskloof, Pretoria, 0105 |
| RFQ Closing Details and Time | Date: 06 June 2025  Time: 11:00 (South African Time) |
| RFQ Validity Period | 200 Days from the Closing Date |

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# Introduction and background

## Purpose

The purpose of this Request for Bid(RFB) is to invite Suppliers (hereinafter referred to as “bidders”) to submit bids for the procurement of subscription for Autodesk products and services for a period of three years.

This Annexure must always be read in conjunction with the main bid document (Invitation to Bid) and the completed Bid Specification MUST be submitted together with the main bid document.

## Background

The DWS makes use of the Autodesk products to do civil, mechanical and electrical design of bulk water supply infrastructure including dam inlet and outlet pipes, pipelines, valves, pumps, valve and pump control systems, concrete structures such as valve chambers and canal weirs, access roads, houses, offices and pump-stations. The software is also being used for the training of Graduates Trainees (GT’s) contracted to the Department. This software is used all over the Country.

Currently there are 72 end-users subscribed to the Autodesk Products. In view of the afore mentioned a communication was sent to all relevant users for them to indicate if they still require the software. Users from Main- and WTE Account responded that the software is still required and that additional licenses are also required. In view of the afore-mentioned the subscription agreement is still required. The Department also needs to procure additional Autodesk products/or services.

# Scope of Bid

## Scope of Work

The scope of work for the bidders is as follow:

1. Autodesk subscription agreement for a period of three (3) years.
2. Provisioning of additional Autodesk licenses that must be co-termed with the Autodesk subscription agreement.

## Delivery address

The address where the required goods / services / works must be delivered is:

Department of Water and Sanitation

Sedibeng Building

185 Francis Baard Street

Pretoria

Gauteng

0002

## Customer Infrastructure and environment requirements

Currently there are 72 end-users subscribed to the Autodesk Products.

# Requirements

## Product / Service / Solution Requirements

**3.1.1. Autodesk Subscription for period of three (3) years as per the table below:**

| **WATER TRADING ENTITY (WTE) ACCOUNT** | | | |  |
| --- | --- | --- | --- | --- |
| **Nr** | **Full name** | **Description of Product** | **Contract Number** | **Qty** |
| **1** | Clanwilliam Dam Construction Site - Construction South | Architecture Engineering & Construction Collection | 110003984614 | 2 |
| **2** | Clanwilliam Dam Construction Site - Construction South | Product Design & Manufacturing Collection | 110003984622 | 1 |
| **3** | Clanwilliam Dam Construction Site - Construction South | Civil 3D 2022 Commercial | 110003984586 | 4 |
| **4** | Project Implementation - Construction East | Civil 3D 2022 Commercial | 110003984597 | 4 |
| **5** | Engineering Services/ Mechanical & Electrical Engineering Pump Section & Special Projects & Mechanical Design | Product Design & Manufacturing Collection Commercial | 110003984588 | 12 |
| **6** | Engineering Services/Technical Engineering Services/Drawing Services | Architecture Engineering & Construction Collection Commercial | 110003984587 | 15 |
| **7** | Infrastructure Operations/Operations Southern/Technical Support Services | Architecture Engineering & Construction Collection Commercial | 110003984621 | 4 |
| **8** | Engineering Services/Infrastructure Capacity Analysis/Gauging Weirs | Civil 3D Commercial | 110003984621 | 3 |
| **9** | Engineering Services/Mechanical and Electrical Engineering/Special Projects & Mechanical Design | Inventor Professional Commercial | 110003984588 | 5 |
| **10** | Engineering Services/Mechanical and Electrical Engineering/Electrical Design | AutoCAD - including specialized toolsets | 110003984588 | 5 |

**3.1.2. Procurement of additional Autodesk single-user commercial licenses as per the tables below:**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **MAIN ACCOUNT** | | | | |
| **Nr** | **Contact Person (Full Name)** | **Description of Software** | **Qty** |
| **1** | Eastern Cape Provincial Office/Water Services Support/Sanitation Services | Architecture, Engineering & Construction Collection Commercial | 1 |
| **2** | Eastern Cape Provincial Office/Water Resources Support/Hydrological Services | AutoCAD software with CAD drawing viewer | 10 |
| **3** | Northern Cape Provincial Office/Water Resource Support/Water Information Management | AutoCAD Civil 3D | 2 |
| **4** | Western Cape Provincial Office/Water Resource Management | AutoCAD | 4 |
| **5** | Gauteng Provincial Office/Water Resources Support/Hydrological Services | AutoCAD software with CAD drawing viewer | 4 |

|  |  |  |  |
| --- | --- | --- | --- |
| **WATER TRADING (WTE) ACCOUNT** | | | |
| **Nr** | **Contact person (Full name)** | **Description of Product** | **Qty** |
| **1** | Engineering Services/Civil Engineering | Architecture, Engineering & Construction Collection Commercial | 12 |
| **2** | Engineering Services/Civil Engineering | Product Design & Manufacturing Collection Commercial | 2 |
| **3** | Engineering Services/Mechanical and Electrical Engineering/Pump Stations | Inventor Professional Commercial | 1 |
| **4** | Engineering Services/Mechanical and Electrical Engineering/Electrical Design | AutoCAD - including specialized toolsets | 4 |
| **5** | Water Resources Infrastructure Operations and Maintenance/Strategic Infrastructure Asset Management/Mechanical Asset Management | Inventor Professional Commercial | 3 |
| **6** | Clanwilliam Dam Construction Site - Construction South | Product Design & Manufacturing Collection Commercial | 1 |

## Service Elements

### Proposed Service Delivery

|  |  |  |
| --- | --- | --- |
| **WBS** | **Statement of Work** | **Delivery Timeframe** |
|  | 3-Year Subscription for Autodesk products and Services and additional products as listed. | 1 week after receiving an official Purchase Order. |

## Special Requirements

The additional licenses must be co-termed with the Autodesk subscription agreement. The Department of Water and Sanitation must be provided access to the Autodesk Portal. On successful appointment of the reseller, the reseller must avail themselves for a kick-off meeting as well as quarterly meetings with representatives of the Department to discuss challenges, incident & problem reports, progress on requirements and any new developments within the environment (e.g. events, software updates and new Autodesk products).

The successful appointed reseller will need to assist with the creation of groups to differentiate between the DWS business Units. For budget and contract management purposes, the proposal must differentiate between Main Account and Water Trading Entity (WTE) Account as per paragraph 3.1. Price quoted on must be for a total of three years (once off payment). No annual renewal.

# Bid Evaluation Stages

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

Table 1: Bid Evaluation Stages

|  |  |  |
| --- | --- | --- |
| **Stage** | **Description** | **Applicable for this bid YES/NO** |
| Stage 1 | Mandatory Administrative Responsiveness | YES |
| Stage 2 | Technical Mandatory Responsiveness | 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** briefing session will be held.

#### 4.1.2 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 RFx.
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.
3. Bidders need to complete all the SBD documents (SBD 1, SBD 4, SBD 6.1) which needs to be submitted as stated in the Invitation to Bid Document.

## 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 2: 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/reseller by the Original Software Manufacturer (OSM) to provide subscription for Autodesk products and services. | Attach to **ANNEX A,**a copy of valid documentation (letter/certificate/license) as proof that the Bidder is an accredited Reseller/ Partner by the OSM to provide subscription for Autodesk products and services.    **NOTE (1)**  The valid documentation (letter/certificate/license) clearly indicating the following information below:  (a) The Regulator name (OSM); **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. | <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 a similar service as per scope of work above to at least two (2) customers during the past five (5) years. | The Bidder must provide reference details from at least two (2) customers to whom subscription for Autodesk products and services was provided within the past five (5) years from publication date of this bid.  **NOTE (1):**  The Bidder **must provide all** of the following information when completing **table 5:**   1. Company name; and 2. Contact person, telephone **and/or** e-mail address; **and** 3. Project scope of Work; **and** 4. Project start and End date.     **NOTE (2):**  Failure to comply fully to the requirements 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 5**> |
| 1. **Special Condition of Contract** | | |
| Bidder **must accept ALL** the Special Conditions of Contract | The Bidder **must accept ALL** the Special Conditions of Contract by completing and signing the declaration of Acceptance in the Declaration of Compliance and Acceptance under the Special Conditions **(Section 4.3.2)**.  **NOTE (1):**  Failure to **accept ALL** the Special Conditions of Contract will result in disqualification. | <Provide unique reference to locate substantiating evidence in the bid response – **see Annex A, par 5.3**> |

## Special Conditions of Contract Verification (Stage 3)

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/Department reserves the right to include or waive the condition in the signed contract.
2. SITA/Department 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
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.

### Special Conditions of Contract

#### Contracting Conditions

1. **Formal Contract** - The supplier must enter into a formal written contract (agreement) with SITA.
2. **Right to Audit** - SITA reserves the right, before entering into a contract, to conduct or commission an external service provider to conduct a financial audit or probity to ascertain whether a qualifying bidder has the financial wherewithal or technical capability to provide the goods and services as required by this tender.

#### Delivery Address

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

#### Services and Performance Metrics

1. The bidder is responsible to provide the following services as specified in the Service Breakdown Structure (SBS):
   1. **Provisioning of Auto desktop products and services – 1 week after receiving an official Purchase Order.**

#### Supplier Performance Reporting

1. Reports need to be provided on a quarterly basis as per paragraph 3.3 Special Requirements.

#### Certification, Expertise and Qualification

1. 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

#### Logistical Conditions

1. **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 weekdays are from 16:00 to 07:30
   3. All mission critical sites will be managed on a 24 x 7 x 365 basis
2. **Tools of Trade**

The bidder is expected to use its own resources (cell phone, laptops etc) to communicate with its own offices or outside of the SITA/Department buildings, including all tools and equipment to render the services effectively.

#### Personnel Security Clearance

1. The Bidder 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 Bidder from the South African State Security Agency or duly authorised Personnel Security Vetting entity of SA Government.
2. As an interim, an oath of secrecy must be signed by the technician /resources on condition that proof is supplied that the submission is made for a security clearance of confidential.

#### 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.

#### 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 clients 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;

#### Intellectual Property Rights

1. SITA retains all Intellectual Property Rights in and to SITA's Intellectual Property. As of the Effective Date, the Supplier is granted a non-exclusive license, for the continued duration of this Contract, to perform any lawful act including the right to use, copy, maintain, modify, enhance and create derivative works of SITA's Intellectual Property for the sole purpose of providing the Products or Services to SITA pursuant to this Contract; provided that the Supplier must not be permitted to use SITA's Intellectual Property for the benefit of any entities other than SITA without the written consent of SITA, which consent may be withheld in SITA's sole and absolute discretion. Except as otherwise requested or approved by SITA, which approval is in SITA's sole and absolute discretion, the Supplier must cease all use of SITA's Intellectual Property, at of the earliest of:
   1. termination or expiration date of this Contract;
   2. the date of completion of the Services; and
   3. the date of rendering of the last of the Deliverables
2. If so required by SITA, the Supplier must certify in writing to SITA that it has either returned all SITA Intellectual Property to SITA or destroyed or deleted all other SITA Intellectual Property in its possession or under its control
3. SITA, at all times, owns all Intellectual Property Rights in and to all Bespoke Intellectual Property.
4. Save for the license granted in terms of this Contract, the Supplier retains all Intellectual Property Rights in and to the Supplier’s pre-existing Intellectual Property that is used or supplied in connection with the Products or Services
5. Provide SITA with the compliant Occupational Health and Safety File (required on site for period of installation and proof of compliance).

#### General

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

#### Counter Conditions

1. 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.

#### Fronting

1. The SITA supports the spirit of Broad Based Black Economic Empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background the SITA will not condone any form of fronting.
2. The SITA, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry/investigation, the onus will be on the bidder / contractor to prove that fronting does not exist. Failure to do so within a period of 14 days from date of notification may invalidate the bid / contract and may also result in the restriction of the bidder/contractor to conduct business with the public sector for a period not exceeding ten (10) years, in addition to any other remedies SITA may have against the bidder/contractor concerned.

#### Business Continuity and Disaster Recovery Plans

1. 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.

#### 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.

#### Preference Goal Requirements conditions

1. 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.
2. 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.
3. 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.
4. Bidders need to keep auditable substantive records / evidence and upon request by SITA/Department must be made available for audit and, or due diligence purposes.
5. 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.
6. SITA reserves the right to verify information / evidence provided by the Bidder.
7. SITA/Department reserves the right to introduce a **penalty of 1%** of the overall annual year spent by SITA/Department for the prior year if the Bidder fails to comply to **paragraphs (a), (b) and (c) above**.

### 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)

### Bid Pricing Schedule

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

### Costing and Pricing Conditions

1. **South African Pricing** - The total price must be VAT inclusive and be quoted in South African Rand (ZAR).
2. **Total Price**
   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, suppliers 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
3. **Time and Material**
   1. Time and Material Quotations will not form part of the total bid price. It will be based on an ad-hoc basis as and when required by the client.
4. These conditions will form part of the Contract between SITA/Department and the bidder. However, SITA/Department reserves the right to include or waive the condition in the Contract.
5. 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.

### 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 as on** |
| 1 US Dollar |  |
| 1 Euro |  |
| 1 Pound |  |

### 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.

## 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 each section in the **table** below.
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 80/20 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 3** 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 **complete** the **80/20** preference point systems and submit proof or documentation required in terms of this tender to claim preference points for the **Preference Goal Requirements**, will be interpreted to mean that preference points for specific goals 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 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/Department** must be made available for audit and, or due diligence purposes.
   9. **SITA/Department 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/Department.
   10. **SITA/Department reserves the right to** verify information / evidence provided by the Bidder.

Table 3: 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** |
|  | **B-BBEE Requirements** |  | |
| 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 4**   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 4**   Copy of ***South African Identification Document (ID)***; **and/ or**   1. **Column E in table 4**   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 table **4 in section 4.6** | <provide unique reference to locate the substantiating evidence in the bid response – **Annex A, section 5.4**> |

Table 4: B-BBEE Points as part of the Preference Goal requirements (Preferential Goal Requirements for (80/20) system)

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

|  |  |  |  | **Ownership of at least 51% of People who are:** | | |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Reference #** | **Contributor Level as defined in the Broad-Based Black Economic Empowerment Act** | **Local Entity** | **EME/QSEs** | **Woman Owned** | **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)** | **(G)** |  |
| **1** | **Level 1** | 0 | **4** | **8** | **6** | **2** | **20** |  |
| **2** | **Level 1** | 0 | **4** | **8** | **6** | 0 | **18** |  |
| **3** | **Level 1** | 0 | **4** | **8** | 0 | 0 | **12** |  |
| **4** | **Level 2 and 3** | 0 | **2** | **4** | **2** | **2** | **10** |  |
| **5** | **Level 2 and 3** | 0 | **2** | **4** | **2** | 0 | **8** |  |
| **6** | **Level 2 and 3** | 0 | **2** | **4** | 0 | 0 | **6** |  |
| **7** | **Level 4 and 5** | 0 | **1** | **2** | **1** | **1** | **5** |  |
| **8** | **Level 4 and 5** | 0 | **1** | **2** | **1** | 0 | **4** |  |
| **9** | **Level 4 and 5** | 0 | **1** | **2** | 0 | 0 | **3** |  |
| **10** | **Level 6** | 0 | 0 | 0 | 0 | 0 | **0** |  |
| **11** | **Level 7** | 0 | 0 | 0 | 0 | 0 | **0** |  |
| **12** | **Level 8** | 0 | 0 | 0 | 0 | 0 | **0** |  |
| **13** | **Non-Contibutor** | 0 | 0 | 0 | 0 | 0 | **0** |  |
|  | **Total Maximum Score Allocation: 20**  G= A+B+C+D+E+F | | | |  |  |  |  |

1. Bidder Substantiating Evidence

# Technical Mandatory Requirement Evidence

## Bidder Certification / Affiliation Requirements

1. Attach a copy of valid documentation (letter/certificate/license) as proof that the Bidder is an accredited Reseller/ Partner by the OSM to provide subscription for Autodesk products and services.

**NOTE (1)**

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

(a) The Regulator name (OSM); 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

1. Complete table below, noting that:

The Bidder must provide reference details from at least two (2) customers to whom subscription for Autodesk products and services was provided within the past five (5) years from publication date of this bid.

**NOTE (1):**

The Bidder must provide all of the following information when completing table 5:

1. Company name; and

2. Contact person, telephone and/or e-mail address; and

3. Project scope of Work; and

4. Project start and End date.

**NOTE (2):**

Failure to comply fully to the requirements as indicated above will result in disqualification.

**NOTE (3):**

**SITA**reserves the right to verify information provided.

Table 5: References

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **No** | **Company Name** | **Reference person name, contact details** | **Project Scope of Work** | **Project start and end date** |
| 1 | <Company name> | <Person Name>  <Tel>  <email> | < Provide scope details of a project from a customer to whom a project or service was delivered for the supply of Autodesk Products and services> | Start Date:  End Date: |
| 2 | <Company name> | <Person Name>  <Tel>  <email> | < Provide scope details of a project from a customer to whom a project or service was delivered for the supply of Autodesk Products and services> | Start Date:  End Date: |

## Special Conditions of Contract

The Bidder must accept ALL the Special Conditions of Contract by completing and signing the declaration of Acceptance in the Declaration of Compliance and Acceptance under the Special Conditions (Section 4.3.2).

**NOTE (1):**

Failure to **accept ALL** the Special Conditions of Contract 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 **tables 4 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 4** in **section 4.6** and **attach it here**:

* + - * 1. **Columns A, B and C in table 4:**

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 /the dtic);*

**or**

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

**and/ or**

* + - * 1. **Column D in tables 4:**

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

**and/ or**

* + - * 1. **Column E in table 4:**

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**.