



**Annexure 1: Bid Specification: RFB 3003 2024 (WO14586)**

**PROVISION OF MICROSOFT LICENSE SOLUTION PROVIDER FOR SITA TO ADMINISTER THE MICROSOFT LICENCES ENROLMENT FOR THE SUB 150 LICENSES**

**TECHNICAL, PRICING AND PREFERENCE POINTS REQUIREMENTS**

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1. INTRODUCTION

# Purpose and Background

## Purpose

The intent is to seek approval to follow the SITA procurement process to publish a closed bid to all authorised Microsoft License Solution Provider (LSP) for SITA, to administer the Microsoft License Enrolment for the SUB 150, as defined as licenses and services for clients less than 150 users in reference with the Microsoft Government Framework Agreement (GFA).

**The LSP will be appointed for SUB150 for the duration up to the termination date of the Framework Agreement**. This agreement will be utilised on an “As and When” basis.

## Background

In December 2016, SITA and National Treasury signed an amended Framework Agreement (CTM-7-M2KAABLHE) with Microsoft (SA) (Pty) Ltd on behalf of government.

The Framework Agreement caters for Government organisations with less than 150 Users to be able to benefit from the Framework Agreement discount pricing, by utilising the Microsoft Enterprise license Agreement that SITA has created specifically for the purpose of sub 150 Departments. All Microsoft Enterprise Agreements requires a Microsoft LSP to administer the Enterprise Agreement.

# Scope of Bid

## Scope of Work

The scope of this request is for the authorised Microsoft License Solution Provider (LSP) to:

1. Administer the following SITA Microsoft License requirements for Sub 150 process:
* License administration, operations and support. This includes ordering, invoicing, reconciliation, software asset management and True Ups cycle; and
1. Support SITA and these customers with the license requirements and the administration of these licenses; and
2. Preparation of license proposal based on a clear understanding of customer environment and usage scenarios; and
3. Derive customer scenario based on Cloud solution offers and consumption plans; and
4. Licensing Solutions Services such as software downloads and software assurance benefits activation; and
5. Provide Microsoft product information updates and Customer Immersion Experience if required; and
6. Licensing sale support with the Microsoft Account Team when appropriate.

## Delivery address

SITA Head Office Address

 459 Tsitsa Street

 Erasmuskloof

 Pretoria, 0048

## Customer Infrastructure and Environment requirements

This will be based on the requirements where applicable to the SUB 150 clients (number of Licenses less than 150 clients) where Microsoft products are required.

# Requirements

## Product / Service / Solution Requirements

### PRODUCT/ SERVICE / SOLUTION REQUIREMENTS

Provision of Microsoft License Solution Provider (LSP) for SITA to administer the Microsoft licenses enrolment for the sub 150 licences for the duration up to the termination date of the Framework Agreement.

1. The licenses required for this bid will be for as and when required basis for all **Departments** where the delivery of Microsoft product licenses is below 150;
2. Be able to provide a quote within 3 – 5 working days upon request from SITA.

The figure below shows the Product, Service and Solution requirements which the Microsoft License Solution Provider (LSP) needs to provide for SITA to administer the Microsoft licenses enrolment for the sub 150 licences.



# Proposed service delivery or contracting model:

a) An agreement will be signed between SITA and the LSP after successful completion of  the Supply Chain process.

b) The duration of the agreement should be aligned with the Microsoft .Framework Agreement. (Enrolment No: 35E66079) dated 1 July 2023 ending 30 June 2027.

c) The agreement with the LSP will capture the role and responsibilities and value add activities, as proposed and presented to SITA.

All sub-150 transactions that SITA performs will be treated as an agency transaction through the Vendor Management Office (VMO) Line of Business.

# Bid Evaluation Stages

The bid evaluation process consists of following 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 evaluation | **YES** |

## Mandatory Administrative responsiveness (Stage 1)

### Attendance of briefing session

1. **Non-Compulsory Virtual Briefing** session is required.

### 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. Bidders need to complete all the SBD documents which needs to be submitted as stated in the Invitation to Bid Document.
	* 1. **Bid Submission Instructions**

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

1. **One (1) original file excluding pricing** which must be submitted in **a separate envelope**.
2. **One (1) hard copy excluding pricing** which must be submitted in **a separate envelope**.
3. **Two (2) electronic copies on USB memory stick/ flash drive** in Portable Document Format (**PDF) of the RFB Document and Technical / Functionality Response.**
4. **Two (2) electronic copies on USB memory stick/ flash drive** in Portable Document Format **(PDF)** **of pricing only**.
5. 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.
6. To ensure that the electronic copies are not damaged, the bidder must submit the USB’s (memory stick/ flash drive) in a sealed padded envelop and be clearly marked.
7. Bidders shall submit proposal 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.**
8. 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.
9. 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.
10. Late bids shall not be considered.
11. The proposal must be signed by an authorised employee, agent or representative of the bidder. The proposal 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.
12. Faxed or e-mailed bids will not be accepted.
13. Bidders shall submit proposal 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.**
14. 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.
15. 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.

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 a registered Microsoft License Service Provider (LSP). | Attach to **ANNEX C** a copy of a valid documentation (valid OEM Certificate, license, membership card, or letter) from Microsoft indicating that the bidder is a registered LSP.**Note (1):** SITA reserves the right to verify the information provided. | <provide unique reference to locate substantiating evidence in the bid response – **see Annex C, section 6.1**> |
| 1. **BIDDER EXPERIENCE**
 |
| The Bidder **must** have provided Microsoft Licences, as a Licencing Solutions Provider (LSP) in South Africa to at least two (2) customers in the past three (3) years from the publication date of this bid. | The Bidder **must** provide **all** of the following reference details from at least two (2) customers to whom Microsoft Licences, as a Licencing Solutions Provider (LSP) in South Africa was provided in the last three (3) years from the publication date of this bid.**NOTE (1):**The Bidder must provide all of the following information when completing **table 6:**(a) Company name and physical address; **and**(b) Reference Person Name, Tel and/or email; **and**(c) Project Scope of Work; **and**(d) Service (License) Start and End Date. **NOTE (1):** Failure to comply fully to the requirements as indicated above will result in disqualification.**NOTE (2):** SITA reserves the right to verify information provided. | <provide unique evidence of years of experience in the bid response – **see Annex C, section 6.2**> |

|  |
| --- |
| 1. **MICROSOFT SOLUTION PARTNER**
 |
| The Bidder must be a Microsoft Solution Partners in **ALL** of the following Licensing programs: Infrastructure (Azure); **and**Data & AI (Azure); **and**Digital & App Innovation Azure); **and**Modern Work; **and**Security; **and**Business Applications. | Attach to ANNEX B a copy of a valid documentation (valid OEM Certificate, license, membership card, or letter) from Microsoft indicating that the bidder Is a Microsoft Solution Partners in **ALL** of the following Licensing programs: Infrastructure (Azure); **and**Data & AI (Azure); **and**Digital & App Innovation Azure); **and**Modern Work; **and**Security; **and**Business Applications.**Note (1):** SITA reserves the right to verify the information provided.**Note (2):**Failure to comply to all aspects of this section will result in disqualification. | <Provide unique reference list of resources with proof of Microsoft certificates in the bid response– **see Annex C, section 6.3**> |

### DECLARATION OF COMPLIANCE

|  | **Comply** | **Not Comply** |
| --- | --- | --- |
| The bidder declares by **indicating with an “X”** in either the “COMPLY” or “NOT COMPLY” column that –* 1. The bid complies with each and every TECHNICAL MANDATORY REQUIREMENT as specified in **SECTION 4.2.1** above; AND **4.2.2**.
	2. Each and every requirement specification is substantiated by evidence as proof of compliance.
 |  |  |

## 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 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.

### Special Conditions of Contract

#### Contracting Conditions

The criteria and conditions for brand specific requirement are stipulated in the table below.

1. **Formal Contract. The Supplier must enter into a formal written Contract (Agreement) with SITA.**
2. **The LSP will be appointed for SUB150 for the duration up to the termination date of the Microsoft Government Framework Agreement.**
3. **Right to Audit** - SITA reserves the right, before entering into a contract, to conduct or commission an external service provider to conduct a financial audit or probity to ascertain whether a qualifying bidder has the financial wherewithal or technical capability to provide the goods and services as required by this tender.

#### Delivery Address

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

#### Delivery schedule

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

| **WBS** | **Statement of Work** | **Delivery Timeframe** |
| --- | --- | --- |
|  | *Supply of Microsoft licenses for SITA clients as an LSP for South African National Departments and organs of state,**SUB 150 licensing* | **As Per the SITA Requirements**  |
|  | *Product maintenance and support* | Maintenance and support is required since the appointment of the LSP for SUB150 for the duration up to the termination date of the Framework Agreement. |

#### Services and Performance Metrics

1. Be able to provide a quote within 5 working days upon request from SITA.
2. The bidder is responsible to provide the services as specified in (**Section 2.1) and Section 3** (Requirements) in the Service Breakdown Structure (SBS), within the following metrics:
	1. **Operational MTTResolve: Response Times -** The Bidder must resolve incidents within 16 working Hours;
	2. **Mission Critical MTTResolve: Response Times** - The Bidder must resolve incidents within 2 working Hours;
	3. Supplier Performance Reporting.
3. The following reports need to be provided to SITA on behalf of the SUB 150.
	1. Monthly consumption reports by the 3rd of the calendar month for the month preceding;
	2. Supplier Performance Reporting by the 7rd of the calendar for the month preceding;
	3. Ad hoc requests as and when required within 3 working days.

#### 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
2. The bidder must:
	1. Supplier must be OEM/OSM registered and complaint throughout the whole project.
	2. **The Supplier represents that,**
		1. **it has the necessary expertise, skill, qualifications and ability to undertake the work required in terms of the Statement of Work or Service Definition and;**
		2. **it is committed to provide the Products or Services; and**
		3. **perform all obligations detailed herein without any interruption to the Customer.**
	3. The Supplier must provide the service in a good and workmanlike manner and in accordance with the practices and high professional standards used in well-managed operations performing services similar to the Services;
	4. The Supplier must perform the Services in the most cost-effective manner consistent with the level of quality and performance as defined in Statement of Work or Service Definition;
	5. **Original Equipment Manufacturer (OEM) or Original Software Manufacturer (OSM) work. The Supplier must ensure that work or service is performed by a person who is certified by Original Equipment Manufacturer or Original Software Manufacturer, including the minimum following certification:**

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

#### Regulatory, Quality and Standards

1. Products used to deliver the goods /services must comply with Microsoft licensing standards.
2. Bidders
	1. **The Supplier must for the duration of the contract ensure compliance with ISO/IEC General Quality Standards, ISO27001, and Protection of Personal Information Act (POPIA).**
	2. **The Supplier must for the duration of the contract ensure compliance with General Quality Standards, ISO 9001.**

#### Personnel Security Clearance

* 1. 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:
		1. Copy of company registration documentation;
		2. Copy(ies) of identity documentation of Director(s), Member(s) or Trustee(s);
		3. Copy of valid tax clearance certificate.
	2. 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:
		+ - 1. Copy of identity document;
				2. Copy(ies) of qualification(s) if SITA requires verification thereof;
				3. Fingerprints – will be taken electronically;
				4. Signed consent form for the conduct of background checks.
	3. 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:
		+ - 1. Completed Z204 or DD1057 security clearance application form;
				2. Fingerprints;
				3. 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.

#### 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

The Supplier warrants that SOFTWARE LICENCES:

* 1. That quotes must be verified as valid licenses.
	2. Confirmation of discounted prices.
	3. the Products is maintained during its Warranty Period at no expense to SITA;
	4. the Product remains connected or Service is continued during the term of the Contract;
	5. 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;
	6. SITA is notified immediately if it becomes aware of any action, suit, or proceeding, pending or threatened to have a material adverse effect on the Supplier’s ability to fulfil the obligations under the Contract;
	7. any Product sold to SITA after the Commencement Date of the Contract remains free from any lien, pledge, encumbrance or security interest;
	8. SITA’s use of the Product supplied in connection with the Contract does not infringe any Intellectual Property Rights of any third party;
	9. the information disclosed to SITA does not contain any trade secrets of any third party, unless disclosure is permitted by such third party;
	10. 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;
	11. the prices, charges and fees to SITA as contained in the Contract are at least as favourable as those offered by the Supplier to any of its other customers that are of the same or similar standing and situation as SITA; and any misrepresentation by the Supplier amounts to a breach of Contract
	12. The supplier confirms that:
	13. 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
	14. 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;
	15. 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.

#### 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 to **SITA** indicating progress against the Bidder’s Preferential commitments **within 30 days after each quarter** from the commencement date of the contract.
4. Bidders need to keep auditable substantive records / evidence and upon request by **SITA** 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** 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**.

### Declaration of compliance and acceptance SCC

|  | **ACCEPT ALL** | **DO NOT ACCEPT ALL** |
| --- | --- | --- |
| 1. The bidder declares to ACCEPT ALL the Special Condition of Contract as specified in section **4.3.1** above by indicating with an “X” in the “ACCEPT ALL” column, OR
2. The bidder declares to NOT ACCEPT ALL the Special Conditions of Contract as specified in section **4.3.1** above by -
	1. Indicating with an “X” in the “DO NOT ACCEPT ALL” column, and;
	2. Provide reason and proposal for each of the conditions that is not accepted.
 |  |  |
| **Comments by bidder:**Provide reason and proposal for each of the conditions not accepted as per the format:Condition Reference:Reason:Proposal: |

1. COSTING AND PREFERENCE

# COSTING AND PREFERENCE

## COSTING AND PREFERENCE EVALUATION (Stage 4)

1. In terms of the SITA Preferential Procurement Policy (PPP), the following preference point system is applicable **for this** Bid:
	1. the 80/20 system (80 Price, 20 Specific Goals) for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); or
	2. the 90/10 system (90 Price and 10 Specific Goals) for requirements with a Rand value above R50 000 000 (all applicable taxes included).
2. The Bidder must complete **either the 80/20 or 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. SITA reserve the right to apply either the **80/20, or 90/10** preference point system based on the following conditions:
	1. If the lowest acceptable bid price is up to and including R50 000 000 (all applicable taxes included) then the 80/20 preferential point system will apply to all acceptable bids; **or**
	2. If the lowest acceptable bid price is above R50 000 000 (all applicable taxes included) then the 90/10 preferential point system will apply to all acceptable bids;
4. 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.
5. Points for this tender shall be awarded for:
	1. Price; and
	2. Preference points for specific goals.
6. The maximum points for this tender will be allocated as follows, subject to paragraphs (2) and (3) above:

 **Table 3: Points allocation**

|  |  |  |
| --- | --- | --- |
| **Description** | **Points****Table 5A** | **Points****Table 5B** |
| Price | **80** | **90** |
| Preference points for specific goals | **20** | **10** |
| Total points for Price and preference points for specific goals | **100** | **100** |

### Costing and Pricing Conditions

1. **South African Pricing**
2. The total price must be VAT inclusive and be quoted in South African Rand (ZAR).
3. **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

### 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 | **R17,97** |

**Note (1):**

**ROE dependant based on Price list adjustments monthly received from Microsoft South Africa.**

### Bid Pricing Schedule

1. Bidders must complete the bid pricing schedule with discounted percentage in the Excel spreadsheet format provided and include this as part bid response.

**Note (1):**

Note that the items in the Pricing schedule is indicative items which will be used for comparative purpose during the tender process.

The Bidder should indicate the **percentage margin** **above** the items **listed in the pricing schedule** applicable for SITA during the duration of the contractual period

**Note (2):**

This percentage margin will then be applied to **all items** **above** the **published Microsoft Pricing list** **issued by Microsoft** applicable for SITA during the duration of the contractual period.

**Note (3):**

SITA will award the tender to the bidder which provides the lowest percentage margin offered for the items **listed in the pricing schedule.**

**Note (4):**

SITA reserves the right to negotiate the percentage margin with the preferred bidder prior to award.

**Note (5) :**

**Bidders must complete and submit bid pricing in the provided Excel spreadsheet format, and any pricing schedule submitted in a different format will not be considered.**

**Note (6):**

SITA reserves the right to verify the information.

## Declaration of Acceptance

|  | **ACCEPT ALL** | **DO NOT ACCEPT ALL** |
| --- | --- | --- |
| 1. The bidder declares to ACCEPT ALL the Costing and Pricing conditions as specified in **sections 5.1.1, 5.1.2, 5.1.3 and 5.1.4** 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 **sections 5.1.1, 5.1.2, 5.1.3 and 5.1.4** 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

**5.3.1 INSTRUCTION AND POINT ALLOCATION**

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 **tables 5A, or 5B**, **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 C**.
5. **Preference Goal Requirements:**
	1. **The Bidder must complete either the 90/10 or 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. Points will be allocated for each of the **Preferential Goal Requirements** for this tender as indicated in **table 4** below, dependant on paragraph (a) above.
	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 (c)** 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 (e), (f) and (g) above.**

**Table 4: Preference Goal Requirements (Specific Goals)**

| **Preference Goal Requirement #** | **Preferential Goal Requirements****(Specific Goals)** |
| --- | --- |
|  | **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 tables 5A or 5B**

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

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

**and/ or**1. **Column D in tables 5A or 5B**

Copy of ***South African Identification Document (ID***); **and/ or**1. **Column E in tables 5A or 5B**

*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 5A, or 5B in section 5.3.1.** | <provide unique reference to locate substantiating evidence in the bid response – **Annex C, section 6.4**> |

**Table 5A: B-BBEE Points as part of the Preference Goal requirements (80/20) 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)** | **Black 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** | **6** | **4** | **4** | **4** | **2** | **20** |  |  |
|  | **2** | **Level 1** | **6** | **4** | **2** | **2** | 0 | **14** |  |  |
|  | **3** | **Level 1** | **6** | **4** | **2** | 0 | 0 | **12** |  |  |
|  | **4** | **Level 1** | **6** | **4** | 0 | 0 | 0 | **10** |  |  |
|  | **5** | **Level 2 and 3** | **4** | **2** | **1** | **1** | **1** | **9** |  |  |
|  | **6** | **Level 2 and 3** | **4** | **2** | **1** | **1** | 0 | **8** |  |  |
|  | **7** | **Level 2 and 3** | **4** | **2** | **1** | 0 | 0 | **7** |  |  |
|  | **8** | **Level 2 and 3** | **4** | **2** | 0 | 0 | 0 | **6** |  |  |
|  | **9** | **Level 4 and 5** | **2** | **1** | **0,5** | **0,5** | **0,5** | **4,5** |  |  |
|  | **10** | **Level 4 and 5** | **2** | **0,5** | **0,5** | **0,5** | 0 | **3,5** |  |  |
|  | **11** | **Level 4 and 5** | **2** | **0,5** | **0,5** | 0 | 0 | **3** |  |  |
|  | **12** | **Level 4 and 5** | **2** | **0,5** | 0 | 0 | 0 | **2,5** |  |  |
|  | **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:** | **20** |  |  |  |  |  |  |  |

F= A+B+C+D+E

**Table 5B: 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)** | **Black 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 REQUIREMENTS

## BIDDER CERTIFICATION/ AFFILIATION REQUIREMENTS

**Attach** a copy of a valid documentation (valid OEM Certificate, license, membership card, or letter) from Microsoft indicating that the bidder is a registered LSP **here**.

**Note (1):**

SITA reserves the right to verify the information provided.

## BIDDER EXPERIENCE

Complete table below, noting that:

* + - 1. The Bidder must provide all of the following reference details from at least two (2) customers to whom Microsoft Licences, as a Licencing Solutions Provider (LSP) in South Africa was provided in the last three (3) years from the publication date of this bid.
			2. Scope of work must be related.

**NOTE (1):**

The Bidder must provide all the following information when completing **table 6**:

* 1. Company name physical address; **and**
	2. Reference Person Name, Tel **and/or** email; **and**
	3. Project Scope of Work; **and**

(d) Service (License) 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 6:** References

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **No** | **Company Name and physical address** | **Contact person, telephone and/or e-mail address**  | **Project Scope of Work** | **Service (License) Start and End date** |
| 1. | <Company name and physical address> | <Person Name><Tel><email> | <The Bidder must provide all of the following reference details from at least two (2) customers to whom Microsoft Licences, as a Licencing Solutions Provider (LSP) in South Africa was provided in the last three (3) years from the publication date of this bid > | Service (License):Start Date:End Date: |

## MICROSOFT SOLUTION PARTNER

Attach to ANNEX B a copy of a valid documentation (valid OEM Certificate, license, membership card, or letter) from Microsoft indicating that the bidder Is a Microsoft Solution Partners in **ALL** of the following Licensing programs:

Infrastructure (Azure); **and**

Data & AI (Azure); **and**

Digital & App Innovation Azure); **and**

Modern Work; **and**

Security; **and**

Business Applications.

**Note (1):**

SITA reserves the right to verify the information provided.

**Note (2):**

Failure to comply to all aspects of this section will result in disqualification.

## PREFERENTIAL GOAL REQUIREMENTS

The Bidder **must**:

* 1. **Preference Goal Requirements:**

Bidder to select the section for points they wish to claim (Mark as Y=Yes) in **either tables 5A or 5B in section 5.3.1**, dependant on which preference system the Bidder selects in line with **section 5.3.1; 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 5.3.1** and **attach it here**:

* + - * 1. **Columns A, B, C and D in tables 5A or 5B**

Copy of relevant proof ***(B-BBEE certificate or sworn affidavit)*** of B-BBEE status level of 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 tables 5A or 5B**

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

**and/ or**

* + - * 1. **Column E in tables 5A or 5B**

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**.

**NOTE (1):**

**Failure on the part of a bidder to comply to paragraphs (1) and (2) above, will be interpreted to mean that preference points are not claimed.**