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## ANNEXURE 1

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### TECHNICAL AND PRICING REQUIREMENTS

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

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RFB Ref. No:	RFB: 2589-2022
RFB DESCRIPTION:	Appoint a service provider for the production of the SITA Annual Report, Strategic Plan and Annual Performance Plan for a period of three (3) years.
PUBLICATION DATE:	22 June 2022
CLOSING DATE FOR QUESTIONS:	30 June 2022
RFB CLOSING DETAILS AND ADDRESS	Date: 13 July 2022 Time: 11h00 (South African Time) Address: <a href="#">Tender Officer, 459</a> Tsitsa Street, Erasmuskloof, Pretoria, 0105 (Head Office)
BID VALIDITY PERIOD	120 Days from the Closing Date

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

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# ANNEX A: INTRODUCTION

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## 1. PURPOSE AND BACKGROUND

### 1.1. PURPOSE

The purpose of this RFB is to invite Suppliers (hereinafter referred to as “bidders”) to submit bids for the “Production of the SITA Annual Report, Strategic Plan and annual performance plan for a period of 3 years”.

### 1.2. BACKGROUND

As per SITA Act (Act 88 of 1998 as amended by Act 38 of 2002), the State Information Technology Agency (SITA) is established to improve service delivery to the public through the provision of information technology, information systems and related services in a maintained information system security environment to the departments and public bodies; and to promote the efficiency of departments and public bodies through the use of information technology.

SITA is required, in terms of the Public Finance Management Act (Act 1 of 1999) and the National Treasury to annually submit the entity’s Annual Report on the activities of the Agency, including the audited financial statements. In addition, as per DPME framework the Strategic Plan (SP) and Annual Performance Plans (APPs) are also required to be produced and submitted to relevant governance authorities, namely; Parliament, National Treasury, Auditor- General of South Africa and Department of Digital Communications and Digital Technologies.

## 2. SCOPE OF BID

### 2.1. SCOPE OF WORK

- (a) Provide creative design, layout, editing, printing and overall production of the following documents, namely;
  - (i) SITA Annual Report
  - (ii) Strategic Plans
  - (iii) Annual Performance Plans (APPs)
- (b) Provide an Annual Report which broadly covers the following key elements based on the requirements by government and other factors:
  - (i) General Information
  - (ii) Performance Information
  - (iii) Governance
  - (iv) Human Capital Information
  - (v) Financial Information
  - (vi) Annexures
  - (vii) The annual report will also include the production of figures, tables and appropriate images aligned to the report content.

- (c) Provide Strategic Plans which broadly cover the following key elements based on the requirements by government and other factors:
- (i) Strategic overview
  - (ii) Strategic goals and programmes
  - (iii) Annual Performance Plan
  - (iv) Financials
  - (v) Links to other plans
  - (vi) The strategic plan will also include the production of figures, tables and appropriate images aligned to the document content.
- (d) Provide Annual Performance Plans (APPs) which broadly cover the following key elements based on the requirements by government and other factors:
- (i) Strategic overview
  - (ii) Strategic goals and programmes
  - (iii) Budget information
  - (iv) Links to other plans
  - (v) The APP will also include the production of figures, tables and appropriate images aligned to the document content.

There may be several additional sections with detailed content on the document structure listed in a, b & c above.

## **2.2. DELIVERY ADDRESS:**

SITA Head Office  
459 Tsitsa Street,  
Erasmuskloof, Pretoria

## **2.3. CUSTOMER INFRASTRUCTURE AND ENVIRONMENT REQUIREMENTS**

N/A

## **3. REQUIREMENTS**

### **3.1. PRODUCT/ SERVICE / SOLUTION REQUIREMENTS**

The services provider will be required to have the required capability to produce the relevant report according to the following requirements:

Requirement	Specification for Annual Reports	Specification for Strategic Plans (SPs) and Annual Performance Plans (APPs)
Format	A4 portrait or landscape as required	A4 portrait or landscape as required
Pages	Approximately 200 double sided pages on	Approximately 200 double sided pages

Requirement	Specification for Annual Reports	Specification for Strategic Plans (SPs) and Annual Performance Plans (APPs)
	paper with gsm of 80 – 120 gsm ensuring a high-quality final product	(estimate for SPs) Approximately 50 double sided pages (estimate for APPs) Both documents must be gsm of 80 – 120 gsm ensuring a high-quality final product
Cover	300gsm coated UV gloss varnished or equivalent / hard cover	300gsm coated UV gloss varnished or equivalent / hard cover
Inside pages colour	Full colour throughout	Full color throughout
No. of printed copies	8	8
Electronic copy	<p>The Annual Report must <b>meet the following criteria:</b></p> <ul style="list-style-type: none"> <li>✓ at all times throughout the process it must be transmissible via email</li> <li>✓ final report must be provided be provided in both pdf (as an email attachment) and word version formats in a size (i.e. maximum size 10MB) which can be transmitted via SITA email and which can be uploaded onto SITA websites</li> </ul>	<p>The SP and APP must <b>meet the following criteria:</b></p> <ul style="list-style-type: none"> <li>✓ at all times throughout the process it must be transmissible via email</li> <li>✓ final report must be provided be provided in both pdf (as an email attachment) and word version formats in a size (i.e. maximum size 10MB) which can be transmitted via SITA email and which can be uploaded onto SITA websites</li> </ul>
Binding	Perfect binding	Perfect binding
Editorial	Initial editorial content draft and notes to be generated on information provided by SITA.	Initial editorial content draft and notes to be generated on information provided by SITA.
Editing and proof-reading	<p>Service provider to cater for all editing and proof-reading of the draft annual report as required by SITA.</p> <p>Service provider should conduct QA &amp; proof-reading of the final document after layout and design is completed to ensure that there are no errors prior to print.</p>	<p>Service provider to cater for all editing and proof-reading of the draft SP and APP as required by SITA</p> <p>Service provider should conduct QA &amp; proof-reading of the final document after layout and design is completed to ensure that there are no errors prior to print.</p>
Corrections and amendments	Service provider will be expected to make all changes as requested by SITA through all draft phases. If errors are identified in the final copy (even after print) the service provider will expedited to correct them.	Service provider will be expected to make all changes as requested by SITA through all draft phases. If errors are identified in the final copy (even after print) the service provider will expedited to correct them.
Design	Four (4) design concepts that reflect SITA's corporate identity optimally must	Four (4) design concepts that reflect SITA's corporate identity optimally must

Requirement	Specification for Annual Reports	Specification for Strategic Plans (SPs) and Annual Performance Plans (APPs)
	be provided by the service provider with initial applications after which they will be short listed through an evaluation process. The design concepts may be required to be revised / new design concepts created to SITA's satisfaction.	be provided by the service provider with initial applications after which they will be short listed through an evaluation process. The design concepts may be required to be revised / new design concepts created to SITA's satisfaction.
Layout	All aspects of layout will be the responsibility of the service provider and in-house layout will be incorporated from SITA. This will include all imagery required. All layout and imagery to cater for portrait or landscape options; as per SITA choice/ preference.	All aspects of layout will be the responsibility of the service provider and in-house layout will be incorporated from SITA. This will include all imagery required. All layout and imagery to cater for portrait or landscape options; as per SITA choice/ preference.
Imagery	The service provider must supply a wide variety of generic imagery for SITA to select from for inclusion in the Annual Report. The cost of these must be included in the quotation and no added costs creeping will be allowed.	The service provider must supply a wide variety of generic imagery for SITA to select from for inclusion in the SPs & APPs. The cost of these must be included in the quotation and no added costs creeping will be allowed.
"Dummies"	3 Full colour printed Annual Report "dummies" must be fully printed, perfect bound & delivered to SITA Erasmuskloof before the final production commences; for Board meeting before sign off to parliament: Date of delivery to be determined by SITA.	3 Full color printed strategic plans and APPs "dummies" must be fully printed, bound & delivered to SITA Erasmuskloof before the final production commences; Date of delivery to be determined by SITA.
Quality of Report	Submission of two (2) A3 full colour proofs prior to sign-off from SITA. The final product must reflect the final signed-off colour proof exactly.	Submission of two (2) A3 full colour proofs prior to sign-off from SITA. The final product must reflect the final signed-off colour proof exactly.
Photos for the SITA Board, Executives	<p>The specifications for photos are as follows:</p> <ul style="list-style-type: none"> <li>✓ Passport photo of each Board member and Executive</li> <li>✓ A4 landscape group photo of SITA Board</li> <li>✓ A4 landscape group photo of SITA Executive</li> <li>✓ All photos are required to be high quality colour photos</li> <li>✓ All photos to be made available in high and low resolution</li> <li>✓ All photos to be provided in</li> </ul>	Not Applicable

Requirement	Specification for Annual Reports	Specification for Strategic Plans (SPs) and Annual Performance Plans (APPs)
	appropriate format on a memory stick, must be sent via email and for upload purposes on SITA websites.	
Delivery	8 hard copies of the Annual Report must be delivered to SITA Erasmuskloof (date TBC by SITA).	8 hard copies of the SPs & APPs must be delivered to SITA Erasmuskloof (date TBC by SITA).
Packaging	Packaging of the Annual Reports for delivery to SITA Erasmuskloof. It is the sole responsibility of the service provider to ensure that SITA does not receive any Annual Reports which were damaged in the delivery process.	Packaging of the SPs & APPs for delivery to SITA Erasmuskloof. It is the sole responsibility of the service provider to ensure that SITA does not receive any Annual Reports which were damaged in the delivery process.
Power point template	The service provider is required to produce a PowerPoint template which reflects the exact design elements of the hard copy Annual Report as well as prepare a presentation as per SITA guidelines with editable figures and diagrams	The service provider is required to produce a PowerPoint template which reflects the exact design elements of the hard copy SPs and APPs as well as prepare a presentation as per SITA guidelines with editable figures and diagrams
Project Manager	Service provider to appoint a Project Manager who will: <ul style="list-style-type: none"> <li>- manage the annual report production process.</li> <li>- be the central point of contact for SITA.</li> <li>- work closely with SITA project team.</li> <li>- develop and manage the project plan with clear timelines for the approval by the SITA Project Manager.</li> <li>- provide a status report on a weekly basis and as and when required.</li> <li>- ensure that all changes are tracked and effected with a version number of each mock-up copy printed until signoff of the final report.</li> </ul>	Service provider to appoint a Project Manager who will: <ul style="list-style-type: none"> <li>- manage the SP &amp; APP production process.</li> <li>- be the central point of contact for SITA.</li> <li>- work closely with SITA project team.</li> <li>- develop and manage the project plan with clear timelines for the approval by the SITA Project Manager.</li> <li>- provide a status report on a weekly basis and as and when required.</li> <li>- ensure that all changes are tracked and effected with a version number of each mock-up copy printed until signoff of the final report.</li> </ul>
International Standard Book Number (ISBN)	The service provider is required to obtain the ISBN for the annual report from Government Printing Works which is a unique code for the identification of a product, promotes communication between producers, publishers, vendors, distributors, retailers, libraries and information centre. The ISBN number is	The service provider is required to obtain the ISBN for the SP & APP from Government Printing Works which is a unique code for the identification of a product, promotes communication between producers, publishers, vendors, distributors, retailers, libraries and information centre. The ISBN number is

Requirement	Specification for Annual Reports	Specification for Strategic Plans (SPs) and Annual Performance Plans (APPs)
	used in national and international bibliographical databases and is required to be reflected on the back cover of the annual report produced.	used in national and international bibliographical databases and is required to be reflected on the back cover of the documents produced.





#### 4. BID EVALUATION STAGES

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

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

## ANNEX A.1: ADMINISTRATIVE PRE-QUALIFICATION

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### 5. ADMINISTRATIVE PRE-QUALIFICATION REQUIREMENTS

#### 5.1. ADMINISTRATIVE PRE-QUALIFICATION VERIFICATION

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

If the Bidder failed to comply with any of the administrative pre-qualification requirements, or if SITA is unable to verify whether the pre-qualification requirements are met, then SITA reserves the right to-

- (a) Reject the bid and not evaluate it, or
- (b) Accept the bid for evaluation, on condition that the Bidder must submit within 7 (seven) days any supplementary information to achieve full compliance, provided that the supplementary information is administrative and not substantive in nature.

#### 5.2. ADMINISTRATIVE PRE-QUALIFICATION REQUIREMENTS

- (1) **Submission of bid response:** The bidder has submitted a bid response documentation pack –
  - (a) that was delivered at the correct physical or postal address and within the stipulated date and time as specified in the “Invitation to Bid” cover page, and;
  - (b) in the correct format as one original document, one copy and two copies on memory stick / USB.
- (2) **Attendance of briefing session:** Non-compulsory virtual briefing Session.
- (3) **Registered Supplier.** The bidder is, in terms of National Treasury Instruction Note 4A of 2016/17, registered as a Supplier on National Treasury Central Supplier Database (CSD).

## 6. TECHNICAL MANDATORY REQUIREMENTS

### 6.1. INSTRUCTION AND EVALUATION CRITERIA

- (4) The bidder **must comply with ALL the requirements as per section 6.2 below by providing substantiating evidence** in the form of documentation or information, failing which it will be regarded as “NOT COMPLY”.
- (5) 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”.
- (6) The bidder **must complete the declaration of compliance** as per section 6.3 below by marking with an “X” either “COMPLY”, or “NOT COMPLY” with ALL of the technical mandatory requirements, failing which it will be regarded as “NOT COMPLY”.
- (7) The bidder must comply with ALL the TECHNICAL MANDATORY REQUIREMENTS in order for the bid to proceed to the next stage of the evaluation.
- (8) No URL references or links will be accepted as evidence.

### 6.2. TECHNICAL MANDATORY REQUIREMENTS

<b>TECHNICAL MANDATORY REQUIREMENTS</b>	<b>Substantiating evidence of compliance</b> <i>(used to evaluate bid)</i>	<b>Evidence reference</b> <i>(to be completed by bidder)</i>
<b>(1) BIDDER EXPERIENCE AND CAPABILITY REQUIREMENTS</b>  The bidder must have produced annual reports, strategic plans and APPs / similar documents for two customers for a similar scope (as par. 2.1) of work as required by SITA.	Provide in Annexure B at least two (2) references of customers to whom the production services for APPs, Strategic Plans and Annual Reports were rendered.  <b>SITA reserves the right to contact clients to confirm the information provided</b>	<provide unique reference to locate substantiating evidence in the bid response – see Annex B, section 11.1>
<b>(2) SERVICE REQUIREMENTS</b>  The bidder must confirm compliance to the Service requirements for documents production of annual reports, strategic plans and APPs.	The bidder must confirm that they comply with the Service Requirements by completing Annex C: Addendum 1.	<provide unique reference to locate substantiating evidence in the bid response – see

<b>TECHNICAL MANDATORY REQUIREMENTS</b>	<b><i>Substantiating evidence of compliance (used to evaluate bid)</i></b>	<b><i>Evidence reference (to be completed by bidder)</i></b>
		Annex B, section 11.2 and Annex C: Addendum 1.

### 6.3. DECLARATION OF COMPLIANCE

	<b>Comply</b>	<b>Not Comply</b>
<p>The bidder declares by <b>indicating with an “X”</b> in either the “COMPLY” or “NOT COMPLY” column that</p> <p>—</p> <p>(a) The bid complies with each and every TECHNICAL MANDATORY REQUIREMENT as specified in SECTION 6.2 above; AND</p> <p>(b) Each and every requirement specification is substantiated by evidence as proof of compliance.</p>		

## 7. TECHNICAL FUNCTIONALITY EVALUATION REQUIREMENTS

### 7.1. INSTRUCTION AND EVALUATION CRITERIA

- (a) The bidder **must complete in full all of the TECHNICAL NON-MANDATORY requirements**.
- (b) Where necessary, 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”.
- (c) **Evaluation per requirement.** The evaluation (scoring) of bidders’ responses to the requirements will be determined by the completeness, relevance and accuracy of substantiating evidence. Each TECHNICAL NON-MANDATORY requirement will be evaluated using a scoring criteria below:

Evaluation criteria	Score
Irrelevant (does not meet any requirement or no substantiation)	0
Good (meets minimum requirements)	3
Excellent (far exceeds minimum requirements)	5

- (d) **Weighting of requirements:** The full scope of requirements will be determined by the following weights:

No.	Technical Non-mandatory requirements	Weighting
1.	<b>Bidder track record</b> to provide the end to end relevant service required for same or similar work produced	
1.1	Company Profile	20%
1.2	Previous same or similar work produced (annual report)	20%
1.3	Previous same or similar work produced (strategic plan and annual performance plan)	20%
2.	<b>Bidder capability</b> to provide the end to end professional service required for this bid	20%
3	<b>Bidder capability</b> to provide key supporting services in relation to the production work	20%
<b>TOTAL</b>		<b>100 %</b>

- (e) **Minimum threshold.** To be eligible to proceed to the next stage of the evaluation the bid must achieve a minimum threshold score of **60%**.

<b>TECHNICAL NON-MANDATORY REQUIREMENTS</b>	<b>Substantiating evidence of compliance (used to evaluate bid)</b>	<b>Evidence reference (to be completed by bidder)</b>
<b>BIDDER TRACK RECORD: PROFILE</b>		
(a) The bidder must have capability and capacity to deliver the scope of work required.	<p>Provide in Annexure B a copy of company profile which covers:</p> <ul style="list-style-type: none"> <li>(i) details on size of organisation (number of resources) - Capacity</li> <li>(ii) number of key proposed team members who are technically qualified to produce annual reports, strategic plans and APPs or other similar documents – Capability</li> </ul> <p><b>Evaluation:</b></p> <p>0 = No company profile provided  3 = Company profile provided which reflects both requirements (i) and (ii)  5= Company profile provided which reflects both requirements and above.</p>	<provide unique reference to locate substantiating evidence in the bid response – see Annex B, section 12.>
<b>BIDDER TRACK RECORD: PREVIOUS SAME OR SIMILAR WORK COMPLETED</b>		
(b) The bidder must have provided services for production of Annual Reports or similar reports	<p>Provide in Annexure B a sample of an annual report OR similar document produced for a client which reflect the following elements:</p> <ul style="list-style-type: none"> <li>(i) Concept design and layout in A4 portrait and / or landscape format</li> <li>(ii) Professional binding</li> <li>(iii) Images (pictorial profiles)</li> <li>(iv) graphs</li> </ul> <p><b>Evaluation:</b></p> <p>0 = no sample documents provided or sample documents do not reflect the 4 required elements  3 = a sample of the Annual report documents provided reflecting all 4 required elements  5 = more than one sample of the annual reports provided reflecting all 4 required elements</p>	<provide unique reference to locate substantiating evidence in the bid response – see Annex B, section 12>

<b>TECHNICAL NON-MANDATORY REQUIREMENTS</b>	<b><i>Substantiating evidence of compliance (used to evaluate bid)</i></b>	<b><i>Evidence reference (to be completed by bidder)</i></b>
(c) The bidder must have produced Strategic Plan and Annual Performance Plan or similar plans to clients.	<p>(a) Provide in Annexure B samples of a strategic plan and annual performance plan OR similar document produced for a client which reflect the following elements:</p> <p>(i) Concept design and layout in A4 portrait and / or landscape format</p> <p>(ii) Professional binding</p> <p>(iii) Imagery</p> <p>(iv) Graphics</p> <p><b>Evaluation:</b></p> <p>0 = no sample documents provided or sample documents do not reflect the 4 required elements</p> <p>3 = a sample of APP and strategic plan each reflecting all 4 required elements</p> <p>5 = more than one sample for each of the documents provided reflect all 4 required elements</p>	<provide unique reference to locate substantiating evidence in the bid response – see Annex B, section 12>
<b>BIDDER CAPABILITY ( team working on documents required)</b>		
(d) The bidder must allocate a project team complete with a manager who will be responsible for end to end management of the production of the annual report	<p>Provide in Annexure B at least 3 comprehensive curriculum vitae (CVs) of personnel (project manager, language editor and designer) which reflects – minimum of 2 years' experience per individual in publication production environment (managing and producing annual reports, strategic plans and APPs/ similar documents as per the required scope of work required).</p> <p><b>Evaluation:</b></p> <p>0 = No CVs provided or what is provided does not meet the experience criteria</p> <p>3 = 3 CVs provided which reflect the minimum experience criteria of 2 years</p> <p>5 = 3 CVs provided with more than two years' experience</p>	<provide unique reference to locate substantiating evidence in the bid response – see Annex B, section 12>

<b>TECHNICAL NON-MANDATORY REQUIREMENTS</b>	<b>Substantiating evidence of compliance (used to evaluate bid)</b>	<b>Evidence reference (to be completed by bidder)</b>
<p>(e) The bidder must have the ability to provide <b>the following</b> supporting services for the production of the documents required:</p> <p>(i) in-house printing services</p> <p>(ii) in-house photography services</p> <p>(iii) in-house make-up artistry services</p>	<p>Provide in Annexure B proof for the following 3 services to ensure that the reports are produced according to SITA requirements i.e.:</p> <ul style="list-style-type: none"> <li>(i) in-house printing services reflected in the company profile or must have a contract with a printing service provider should the bidder not have in-house printing services reflected in a letter from the service provider</li> <li>(ii) in-house photography services reflected in the company profile to conduct a photo shoot for SITA Board and Exco and SITAzens or must have a contract with a photography service provider should the bidder not have in house photography services reflected in a letter from the service provider</li> <li>(iii) in-house make-up artistry services reflected in the company profile to conduct the photo shoot for SITA Board and Exco and SITAzens or must have a contract with a make-up artistry service provider should the bidder not have in make-up artistry services reflected in a letter from the service provider</li> </ul> <p><b>Evaluation:</b></p> <p>0 = Company profile does not reflect required services nor are service provider letters attached.</p> <p>3 = Company profile reflects the 3 required services or service provider letters attached</p> <p>5= Company profile reflects the 3 required services and or service provider letters attached.</p>	<p>&lt;provide unique reference to locate substantiating evidence in the bid response – see Annex B, section 12&gt;</p>



A small, handwritten signature in black ink, located in the bottom right corner of the page. The signature is stylized and appears to be a set of initials or a short name.

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

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### 8. SPECIAL CONDITIONS OF CONTRACT

#### 8.1. INSTRUCTION

- (1) The successful supplier will be bound by Government Procurement: General Conditions of Contract (GCC) as well as this Special Conditions of Contract (SCC), which will form part of the signed contract with the successful Supplier. However, SITA reserves the right to include or waive the condition in the signed contract.
- (2) SITA reserves the right to –
  - (a) Negotiate the conditions, or
  - (b) Automatically disqualify a bidder for not accepting these conditions.
  - (c) Award to multiple bidders.
- (3) In the event that the bidder qualifies the proposal with own conditions, and does not specifically withdraw such own conditions when called upon to do so, SITA will invoke the rights reserved in accordance with subsection 8.1(2) above.
- (4) The bidder must **complete the declaration of acceptance** as per section 8.3 below by marking with an “X” either “ACCEPT ALL” or “DO NOT ACCEPT ALL”, failing which the declaration will be regarded as “DO NOT ACCEPT ALL” and the bid will be disqualified.

#### 8.2. SPECIAL CONDITIONS OF CONTRACT

##### (1) CONTRACTING CONDITIONS

- (a) **Formal Contract.** The Supplier must enter into a formal written Contract (Agreement) with SITA.
- (b) **Right of Award.** SITA reserves the right to award the contract for required goods or services to multiple Suppliers.
- (c) **Right to Audit.** SITA reserves the right, before entering into a contract, to conduct or commission an external service provider to conduct a financial audit or probity to ascertain whether a qualifying bidder has the financial wherewithal or technical capability to provide the goods and services as required by this tender.

- (2) **DELIVERY ADDRESS.** The supplier must deliver the required products or services at as indicated in Section 2.2, Delivery Address

##### (3) DELIVERY SCHEDULE

The scope of work (Section 2.1) and Section 3 (Requirements) must be completed within 3 years after the contract has been awarded. The Supplier is responsible to perform the work as outlined in the following Breakdown Structure (WBS):

##### (4) SCOPE OF WORK AND DELIVERY SCHEDULE

- (a) The Supplier is responsible to perform the work as outlined in the following Work Breakdown Structure (WBS):

WBS	Statement of Work	Approx. Delivery Timeframe annually
1.	Company Annual Report	April – August
2.	Strategic Plans	December – February
3.	Annual Performance Plans	December – February

(5) **LOGISTICAL CONDITIONS**

- (a) **Hours of work**, 08h00 – 16h30.
- (b) Provision to be made for work which will be Saturday and Sunday at the Head Office for two weekends.
- (c) In the event that SITA grants the Supplier permission to access SITA's Environment including hardware, software, internet facilities, data, telecommunication facilities and/or network facilities remotely, the Supplier must adhere to SITA's relevant policies and procedures (which policy and procedures are available to the Supplier on request) or in the absence of such policy and procedures, in terms of, best industry practice.
- (d) **Tools of Trade**. The Supplier must bring their necessary tools of trade in order for them to perform their duties adequately.
- (e) **On-site and Remote Support**. The Supplier must give off-site and remote support, and only when off-site support is not sufficient, then on-site support will be required upon approval by SITA representative.

(6) **REGULATORY, QUALITY AND STANDARDS**

Protection of Personal Information Act (POPIA).

(7) **PERSONNEL SECURITY CLEARANCE**

- (a) The Supplier personnel who are required to work with GOVERNMENT CLASSIFIED information or access government RESTRICTED areas must be a South African Citizen and at the expense of the Supplier be security vetted (pre-employment screening, criminal record screening and credit screening).
- (b) The Supplier must ensure that the security clearances of all personnel involved in the Contract remains valid for the period of the contract.
- (c) The Supplier must provide proof of security vetting.

(8) **CONFIDENTIALITY AND NON-DISCLOSURE CONDITIONS**

- (a) The Supplier, including its management and staff, must before commencement of the Contract, sign a non-disclosure agreement regarding Confidential Information.
- (b) Confidential Information means any information or data, irrespective of the form or medium in which it may be stored, which is not in the public domain and which becomes available or accessible to a Party as a consequence of this Contract, including information or data which is prohibited from disclosure by virtue of:

- (i) the Promotion of Access to Information Act, 2000 (Act no. 2 of 2000);
  - (ii) being clearly marked "Confidential" and which is provided by one Party to another Party in terms of this Contract;
  - (iii) being information or data, which one Party provides to another Party or to which a Party has access because of Services provided in terms of this Contract and in which a Party would have a reasonable expectation of confidentiality;
  - (iv) being information provided by one Party to another Party in the course of contractual or other negotiations, which could reasonably be expected to prejudice the right of the non-disclosing Party;
  - (v) being information, the disclosure of which could reasonably be expected to endanger a life or physical security of a person;
  - (vi) being technical, scientific, commercial, financial and market-related information, know-how and trade secrets of a Party;
  - (vii) being financial, commercial, scientific or technical information, other than trade secrets, of a Party, the disclosure of which would be likely to cause harm to the commercial or financial interests of a non-disclosing Party; and
  - (viii) being information supplied by a Party in confidence, the disclosure of which could reasonably be expected either to put the Party at a disadvantage in contractual or other negotiations or to prejudice the Party in commercial competition; or
  - (ix) information the disclosure of which would be likely to prejudice or impair the safety and security of a building, structure or system, including, but not limited to, a computer or communication system; a means of transport; or any other property; or a person; methods, systems, plans or procedures for the protection of an individual in accordance with a witness protection scheme; the safety of the public or any part of the public; or the security of property; information the disclosure of which could reasonably be expected to cause prejudice to the defence of the Republic; security of the Republic; or international relations of the Republic; or plans, designs, drawings, functional and technical requirements and specifications of a Party, but must not include information which has been made automatically available, in terms of the Promotion of Access to Information Act, 2000; and information which a Party has a statutory or common law duty to disclose or in respect of which there is no reasonable expectation of privacy or confidentiality;
- (b) 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;
- (c) 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;



- (d) 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.

(9) **GUARANTEE AND WARRANTIES.** The Supplier warrants that:

- (a) The warranty of goods supplied under this contract remains valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier;
- (b) as at Commencement Date, it has the rights, title and interest in and to the Product or Services to deliver such Product or Services in terms of the Contract and that such rights are free from any encumbrances whatsoever;
- (c) the Product is in good working order, free from Defects in material and workmanship, and substantially conforms to the Specifications, for the duration of the Warranty period;
- (d) during the Warranty period any defective item or part component of the Product be repaired or replaced within 3 (three) days after receiving a written notice from SITA;
- (e) the Products is maintained during its Warranty Period at no expense to SITA;
- (f) the Product possesses all material functions and features required for SITA's Operational Requirements;
- (g) the Product remains connected or Service is continued during the term of the Contract;
- (h) all third-party warranties that the Supplier receives in connection with the Products including the corresponding software and the benefits of all such warranties are ceded to SITA without reducing or limiting the Supplier's obligations under the Contract;
- (i) no actions, suits, or proceedings, pending or threatened against it or any of its third-party suppliers or sub-contractors that have a material adverse effect on the Supplier's ability to fulfil its obligations under the Contract exist;
- (j) SITA is notified immediately if it becomes aware of any action, suit, or proceeding, pending or threatened to have a material adverse effect on the Supplier's ability to fulfil the obligations under the Contract;
- (k) any Product sold to SITA after the Commencement Date of the Contract remains free from any lien, pledge, encumbrance or security interest;
- (l) SITA's use of the Product and Manuals supplied in connection with the Contract does not infringe any Intellectual Property Rights of any third party;
- (m) the information disclosed to SITA does not contain any trade secrets of any third party, unless disclosure is permitted by such third party;



- (n) it is financially capable of fulfilling all requirements of the Contract and that the Supplier is a validly organized entity that has the authority to enter into the Contract;
- (o) it is not prohibited by any loan, contract, financing arrangement, trade covenant, or similar restriction from entering into the Contract;
- (p) the prices, charges and fees to SITA as contained in the Contract are at least as favourable as those offered by the Supplier to any of its other customers that are of the same or similar standing and situation as SITA; and
- (q) any misrepresentation by the Supplier amounts to a breach of Contract.

**(10) INTELLECTUAL PROPERTY RIGHTS**

- (r) SITA retains all Intellectual Property Rights in and to SITA's Intellectual Property. As of the Effective Date, the Supplier is granted a non-exclusive license, for the continued duration of this Contract, to perform any lawful act including the right to use, copy, maintain, modify, enhance and create derivative works of SITA's Intellectual Property for the sole purpose of providing the Products or Services to SITA pursuant to this Contract; provided that the Supplier must not be permitted to use SITA's Intellectual Property for the benefit of any entities other than SITA without the written consent of SITA, which consent may be withheld in SITA's sole and absolute discretion. Except as otherwise requested or approved by SITA, which approval is in SITA's sole and absolute discretion, the Supplier must cease all use of SITA's Intellectual Property, at of the earliest of:
  - (i) termination or expiration date of this Contract;
  - (ii) the date of completion of the Services; and
  - (iii) the date of rendering of the last of the Deliverables.
- (s) 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.
- (t) SITA, at all times, owns all Intellectual Property Rights in and to all Bespoke Intellectual Property.
- (u) 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.
- (v) Provide SITA with the compliant safety file.

**(11) COUNTER CONDITIONS**

Bidders' attention is drawn to the fact that amendments to any of the Bid Conditions or setting of counter conditions by bidders may result in the invalidation of such bids.

**(12) FRONTING**

- (a) The SITA supports the spirit of Broad Based Black Economic Empowerment and recognizes that real empowerment can only be achieved through individuals and



businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background the SITA any form of fronting.

- (b) The SITA, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry/investigation, the onus will be on the bidder / contractor to prove that fronting does not exist. Failure to do so within a period of 14 days from date of notification may invalidate the bid / contract and may also result in the restriction of the bidder/contractor to conduct business with the public sector for a period not exceeding ten (10) years, in addition to any other remedies SITA may have against the bidder/contractor concerned.

**(13) BUSINESS CONTINUITY AND DISASTER RECOVERY PLANS**

The bidder confirms that they have written business continuity and disaster recovery plans that define the roles, responsibilities and procedures necessary to ensure that the required services under this bid specification is in place and will be maintained continuously in the event of a disruption to the bidder's operations, regardless of the cause of the disruption

**(14) SUPPLIER DUE DILIGENCE**

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

**8.3. DECLARATION OF COMPLIANCE**

	ACCEPT ALL	DO NOT ACCEPT ALL
(1) The bidder declares to ACCEPT ALL the Special Condition of Contract as specified in section 8.2 above by indicating with an "X" in the "ACCEPT ALL" column, OR		
(2) The bidder declares to NOT ACCEPT ALL the Special Conditions of Contract as specified in section 8.2 above by -		
(a) Indicating with an "X" in the "DO NOT ACCEPT ALL" column, and;		
(b) Provide reason and proposal for each of the conditions that is not accepted.		
<b>Comments by bidder:</b>		

	ACCEPT ALL	DO NOT ACCEPT ALL
Provide reason and proposal for each of the conditions not accepted as per the format: Condition Reference: Reason: Proposal:		



## ANNEX A.3: COSTING AND PRICING

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### 9. COSTING AND PRICING

#### 9.1. COSTING AND PRICING EVALUATION

- (1) In terms of Preferential Procurement Policy Framework Act (PPPFA), the following preference point system is applicable to all Bids:
  - (a) the 80/20 system (80 Price, 20 B-BBEE) for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); or
  - (b) the 90/10 system (90 Price and 10 B-BBEE) for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- (2) This bid will be evaluated using the preferential point system of **80/20**, subject to the following conditions –
  - (a) If the lowest acceptable bid price is up to and including R50 000 000 (all applicable taxes included) then the 80/20 preferential point system will apply to all acceptable bids; or
  - (b) If the lowest acceptable bid price is above R50 000 000 (all applicable taxes included) then the 90/10 preferential point system will apply to all acceptable bids;
- (3) The bidder must **complete the declaration of acceptance** as per section 9.4 below by marking with an “X” either “ACCEPT ALL”, or “DO NOT ACCEPT ALL”, failing which the declaration will be regarded as “DO NOT ACCEPT ALL” and the bid will be disqualified.
- (4) Bidder will be bound by the following general costing and pricing conditions and SITA reserves the right to negotiate the conditions or automatically disqualify the bidder for not accepting these conditions. These conditions will form part of the Contract between SITA and the bidder. However, SITA reserves the right to include or waive the condition in the Contract.

#### 9.2. COSTING AND PRICING CONDITIONS

1. SOUTH AFRICAN PRICING. The total price must be VAT inclusive and be quoted in South African Rand (ZAR).
2. **TOTAL PRICE**
  - (a) All quoted prices are the total price for the entire scope of required services and deliverables to be provided by the bidder.
  - (b) The cost of delivery, labour, S&T, overtime, etc. must be included in this bid.
  - (c) All additional costs must be clearly specified.

#### 9.3. BID PRICING SCHEDULE

- a) Bidder must complete the pricing as per the attached spread sheet.

b) Line Prices are **all VAT EXCLUDING, and** TOTAL PRICE is **VAT INCLUSIVE**

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

#### **9.4. DECLARATION OF ACCEPTANCE**

	<b>ACCEPT ALL</b>	<b>DO NOT ACCEPT ALL</b>
(1) The bidder declares to ACCEPT ALL the Costing and Pricing conditions as specified in section 9.2 above by indicating with an "X" in the "ACCEPT ALL" column, or		
(2) The bidder declares to NOT ACCEPT ALL the Costing and Pricing Conditions as specified in section 9.2 above by -		
(a) Indicating with an "X" in the "DO NOT ACCEPT ALL" column, and;		
(b) Provide reason and proposal for each of the condition not accepted.		
<b>Comments by bidder:</b> Provide the condition reference, the reasons for not accepting the condition.		

## **ANNEX A.4: Terms and definitions**

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### **10. ABBREVIATIONS**

(Add all abbreviations used throughout the document, see below example)

PPPFA                      Preferential Procurement Policy Framework Act

## ANNEX B: BIDDER SUBSTANTIATING EVIDENCE

### 11. MANDATORY REQUIREMENT EVIDENCE

#### 11.1. BIDDER EXPERIENCE AND CAPABILITY REQUIREMENTS

Complete table below, noting that:

- a) The bidder must provide references of two customers to whom the documents production services of the annual report, strategic plan and annual performance plan were delivered.
- b) Scope of work must be related.

Table 1: References

No	Company name	Reference Person Name, Tel and/or email	Project Scope of work
1	<Company name>	<Person Name> <Tel> <email>	< Provide reference from a customer to whom the production of the annual report, strategic plan and annual performance plan was provided>
2	<Company name>	<Person Name> <Tel> <email>	< Provide reference from a customer to whom the production of the annual report, strategic plan and annual performance plan was provided>

#### 11.2. FUNCTIONALITY REQUIREMENTS

The bidder must confirm that they comply with the Service Requirements for provision of documents production services of the annual report, strategic plan and annual performance plan as reflected in **Annex C: Addendum 1**.

### 12. TECHNICAL FUNCTIONALITY REQUIREMENT EVIDENCE

The bidder must attach the substantiating evidence for the Technical Functionality Requirements here

## ANNEX C: ADDENDUM 1

**NB: The bidder must confirm that they comply with the following Service requirements in line with par 3.1. as indicated below as this will be legal contractual binding:**

Service Requirements	Indicate Yes= Comply/ No= Not comply
<p>(a) Provide creative design, layout, editing, printing and overall production of the following documents, namely;</p> <ul style="list-style-type: none"> <li>(i) SITA Annual Report</li> <li>(ii) Strategic Plans</li> <li>(iii) Annual Performance Plans (APPs)</li> </ul>	
<p>(b) Provide an Annual Report which broadly covers the following key elements based on the requirements by government and other factors:</p> <ul style="list-style-type: none"> <li>(i) General Information</li> <li>(ii) Performance Information</li> <li>(iii) Governance</li> <li>(iv) Human Capital Information</li> <li>(v) Financial Information</li> <li>(vi) Annexures</li> <li>(vii) The annual report will also include the production of figures, tables and appropriate images aligned to the report content.</li> </ul>	
<p>(c) Provide Strategic Plans which broadly cover the following key elements based on the requirements by government and other factors:</p> <ul style="list-style-type: none"> <li>(i) Strategic overview</li> <li>(ii) Strategic goals and programmes</li> <li>(iii) Annual Performance Plan</li> <li>(iv) Financials</li> <li>(v) Links to other plans</li> <li>(vi) The strategic plan will also include the production of figures, tables and appropriate images aligned to the document content.</li> </ul>	

<p>(d) Provide Annual Performance Plans (APPs) which broadly cover the following key elements based on the requirements by government and other factors:</p> <ul style="list-style-type: none"> <li>(i) Strategic overview</li> <li>(ii) Strategic goals and programmes</li> <li>(iii) Budget information</li> <li>(iv) Links to other plans</li> <li>(v) The APP will also include the production of figures, tables and appropriate images aligned to the document content.</li> </ul>	
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I, the bidder (Full names) ..... representing (company name) ..... Hereby confirm that I comply with the above Technical Mandatory Requirements and understand that it will form part of the contract and is legally binding.

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

.....

Signature

Designation: