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| **South African Airways (SOC) Ltd** |
| **Request for Proposal (RFP) for a Universal Device Management Solution (UDMS):** |
| **RFP-GSM041/2013** |

***South African Airways***

***RFP – UDM***

**Request for Proposal**



**REQUEST FOR PROPOSAL**

**South African Airways (SOC) Limited**

**(Reg. No. 1997/022444/30) Jones Road – Airways Park**

**OR Tambo International Airport**

**Republic of South Africa**

(Hereinafter referred to as SAA”)

BID NUMBER: **RFP-GSM041/2013**



CLOSING DATE: **25 June 2013**



TIME: **11h00 – (GMT+2) South African time**



DESCRIPTION: **Request for Proposal (RFP) for UDMS – Universal Device Management Solution**



BRIEFING SESSION **A compulsory Briefing Session will be held on 27 May 2013**



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**Part 1: Invitation to make Proposal**

YOU ARE HEREBY INVITED TO MAKE PROPOSAL FOR REQUIREMENT OF SAA

BIDDER NUMBER: GSM041/2013 CLOSING DATE: 25 June 2013 CLOSING TIME: 11h00 South Africa time (GMT+2.00)



Description: Request for Proposal (RFP) for a UDMS – Universal Device Management Solution

VALIDITY: Offer to be valid for **six months** from the closing date of the bid.



BID DOCUMENTS MAY BE:

DEPOSITED IN THE BID (TENDER) BOX SITUATED AT Airways Parks

Jones Road

O.R. Tambo International Airport

1627



***No faxed or e-mailed bids will be accepted***

On submission of the completed Bid Document, a non-refundable fee of R2 000.00 will be charged. This fee should be deposited directly into SAA’s bank account and the deposit slip or proof thereof, should accompany the bid.

**Account name: South African Airways (Pty) Ltd**

**Bank: Standard Bank Branch: Greenstone Mall Branch Code: 016342**

**Account No: 022771263**

**Swift Code: SBZAZAJJ**

**Reference: GSM041/2013\_“Bidder company name”**

Bidders should ensure that proposals are delivered before the closing date and time to the correct address. If the proposal is late, it will not be accepted for consideration.

Please include your proof of payment when you submit your Bids or you can email the proof to [mandycoetser@flysaa.com.](mailto:mandycoetser@flysaa.com) Note Bidders with no proof of payment will be disqualified therefore will not be considered for evaluation.

 This proposal is subject to the General Conditions of Bid and, if applicable, any other Special Conditions of Contract.

 Proposals submitted that do not comply with the following may not be considered for evaluation:

 A proposal that is not in the format prescribed.

 A proposal without some or all of the required documents.

 Pricing schedules not in the required format.

 Proposals without the required number of copies.

 Any queries regarding bidding procedures and technical information may be directed to:

Name: Nomakhosi Morobi

e-Mail khosimorobi@flysaa.com



**Contact details of responsible person who will act on behalf of the entity/consortium/joint venture for this bid**

Name and Surname



Telephone number: Code Number



Cellular number:



Facsimile number: Code Number



e-mail address:



Contact details of alternative responsible person who will act on behalf of the person above should he/she not be available

Name and Surname



Telephone number: Code Number



Cellular number:



Facsimile number: Code Number



e-Mail address:



***Confirmation***

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Are you the accredited representative in South Africa for the services offered by your entity: | | | | | YES / NO |
|  |  |  |  |  |  |
| **Declaration**  I/We have examined the information provided in your bid documents and offer to undertake the work prescribed in accordance with the requirements as set out in the bid document. The prices quoted in this bid are valid for the stipulated period. I/We confirm the availability of the proposed team members. We confirm that this bid will remain binding upon us and may be accepted by you at any time before the expiry date | | | | | |
|  |  |  |  |  |  |
| Signature of bidder: | |  | |  | |
|  |  |  |  |  |  |
| Date: | |  | |  |  |
|  | | | | |  |
| Are you duly authorised to commit the bidder: | | | | | YES / NO |
|  |  |  |  |  |  |
| Capacity under which this bid is signed | |  | | | |
|  |  |  |  |  |  |
| TOTAL BID PRICE | | US Currency and/or ZAR: | Amount: | |  |

**Part 2: Introduction**

SAA is committed to become the carrier of choice in the markets we serve. This is inspired by our unqualified belief in service excellence, integrity, accountability, quality, safety and security, people development and value to our shareholders. All our business relations are guided by these values and business practice. Our business partners and suppliers are expected to uphold, promote and share the same values and vision. The quality, price and service that we provide our customers can only be as good as what we receive from our suppliers. We strive for continuous improvement in our critical business areas and seek to establish relationships with suppliers that are equally passionate in their quest for better quality, price and service. By exceeding our requirements and expectations, you will not only ensure that you maintain the current business; you may be positioning yourself for more future business opportunity.

**Procurement philosophy**

It is the policy of SAA, when purchasing or obtaining services, to follow a course of optimum value and efficiency by adopting best purchasing practices in supply chain management, ensuring where possible that open and fair competition has prevailed, with due regard to the importance of :

The promotion of the Interdivisional Support Policy;

* The promotion, development and support of businesses from disadvantaged communities (small, medium, micro enterprises, as well as established businesses within those communities) in terms of its BBBEE Policy.
* The promotion of national and regional/ local suppliers and agents before considering overseas suppliers; and
* The development, promotion and support for the moral values that underpin the above, in terms of SAA’s Business Ethics and Guidelines which requires that all commercial conduct be based on ethical and moral values and sound business practice. This value system governs all commercial behavior within SAA.

**Part 3: Project Background**

For the purposes of this RFP the following definitions are applicable:-

* Mobile Device Management (MDM) – this looks at controlling the actual device in full or in part based on the operating platform limitations.
* Mobile Application Management (MAM) – this looks at controlling the applications deployed on the devices.
* Enterprise Content Management (ECM) – management of files and delivery thereof to the devices in a secure and auditable fashion.
* Universal Device Management (UDM) – this is a combination of the above concepts but also extends to include the traditional laptop devices with device authentication before allowing access to the corporate network.

The traditional MDM and MAM provisioning consisting of policy enforcement, asset management, administration and reporting is reasonably mature amongst the suppliers as a common offering, but the highly sought after containerization for application and documentation with enterprise content management (ECM) is where the capabilities of products differ.

UDM as the encompassing definition is an enabling mobility technology driven by the corporate requirement for strong security and compliance, which necessitates the separation of control of corporate and personal content on mobile devices. This is further emphasised by the SAA adoption of the concept of BYOD – Bring Your Own Device requiring device access authentication on entry to the corporate network.

It is with these higher levels of security requirements that SAA is planning the deployment of Electronic Flight Bag (EFB) for flight and cabin crew. This deployment will replace the current paper documentation used by pilots on aircraft with iPad devices.

This RFP must cater for a universal device management offering that embraces the concept of Bring Your Own Device across all platforms. Strong emphasizes must be placed on containerization, MDM, MAM, ECM and device authentication, however, it must be noted that SAA requires a full UDM solution catering for the above across all platforms current and future and not limited to only cell-phone devices.

The product provider is further to have a large continued investment in Research and Development (R&D) with short market lead times to keep abreast with the changing and new operating platforms as they are brought to market.

SAA is seeking a product that can be preferably delivered as a SaaS cloud based solution with content stored within the boundaries of the RSA, alternatively an on premises hosted solution at SAA will also be considered.

The service provider will need to interact closely with SA Airways IT and our service providers for complete installation and operations by 01 March 2014.

**Objective of the RFP**

To provide SAA with a UDM solution for an initial 5 year period inclusive of the following primary objectives:-

* Provide complete device and application management consisting of:-
* Policy Enforcement and compliance
* Security
* Containerization
* Application Management
* Document sharing and management
* Scalability
* Provide a secure mechanism for delivery of applications to the various devices across all platforms
* Device network authentication
* Provide a usage based pricing model based on number of persons and not devices
* Continual research and development (R&D)
* Segregation of management capabilities between company and private data across all device platforms through containerization
* Active Directory integration
* A single central management console
* Training to 1st and 2nd line support
* User training

**The benefits are seen as follows:-**

* Manage of company data and the avoidance of data loss due to smartphone, tablet and laptop failure or equipment theft
* Provide device and content management to company owned and privately owned devices that require wireless network connectivity
* Provide better functionality in device management
* Provide application management for all platforms
* Reduced risk with regard to business continuity of the mobility services, with user profile being available for restore on a backup device even if the primary device has failed or has been lost
* Reduces the security risks of private smartphones, tablet PC’s and laptops accessing the SAA network and applications

**Part 4: RFP Process**

**Timelines**

The RFP process timeline is set out in the table below:

|  |  |  |  |
| --- | --- | --- | --- |
| **No** | **Activity / Milestone /** | **Date** | **Time** |
| **1** | Advertisement of the RFP on local newspaper. | 19 May 2013 |  |
| **2** | RFP will be available on the  flysaa.com website | 21 May 2013 | 12h00 onwards |
| **3** | Compulsory Briefing Section | 27 May 2013 | 12h00 – 13h30 |
| **4** | All queries and clarification requests to be submitted by :- | 19 June 2013 | 16h00 |
| **5** | Deadline date for bid responses (closing date)  (Closing date) | 25 June 2013 | 11h00 |

**Bid Fee and Deposit**

On submission of the completed Bid Document, a non-refundable fee of R2 000.00 will be charged. This fee should be deposited directly into SAA’s bank account and the deposit slip or proof thereof, should accompany the bid.

Bank: Standard Bank



Account Name: South African Airways (Pty) Ltd

Branch: Greenstone Mall

Branch Code: 016342

Account No: 022771263

Swift Code: SBZAZAJJ

Reference: GSM041/2013\_“Bidder company name”

**Briefing session**

A compulsory briefing section will be held on **27 May 2013** at SAA Airways Park starting at 12h00-13h30.

**Additional information requirements**

During evaluation of the bids, additional information may be requested in writing from Bidders. Replies to such requests must be submitted, within 2 (two) working days or as otherwise indicated. Failure to comply, may lead to your bid being disregarded.

**Bid submission**

All Bid responses are required to be delivered to the SAA tender box located at the main reception of the SAA Airways Park by the 28 June2013 at 11h00 South African Time (no late submission will be accepted):

Main Reception Gate SAA Airways Park Jones Road



OR Tambo International Airport

Kempton Park

1627

**Late Bid submission**

Late submissions will not be accepted. A submission will be considered late if it arrived only one second after **11h00 (South African Time) on 25 June 2013** or any time thereafter.

**Clarifications**

Any clarification required by a Bidder regarding the meaning or interpretation of the scope of work, or any other aspect concerning the Bid, is to be requested through email correspondence only (khosimorobi@flysaa.com).

The Bid number (GSM) should be mentioned in all correspondence. Telephonic requests for clarification will not be accepted. If appropriate, the clarifying information will be made available to Bidders by e-mail only.

All queries and clarification requests have to be submitted before **16h00 19 June 2013**. No questions subsequent to this date will be responded to in order for all Bidders to have an equal opportunity to include the responses as part of their final submission.

**Adjudication of Bid**

SAA has the right to enter into negotiation with a prospective contractor/s regarding any terms and conditions, including price(s), of a proposed contract. SAA shall not be obliged to accept the lowest of any quotation, offer or proposal.

All Bidders will be informed whether they have been successful or not. A contract will only be deemed to be concluded when reduced to writing in a contract form signed by the designated responsible person of both parties. SAA reserves the right to withdraw any award should SAA and the successful Bidder fail to conclude a written Contract to the satisfaction of SAA within 60 days (or such longer period as may be determined by SAA) from the date of which SAA awards the tender.

The proposal shall be awarded at the sole and absolute discretion of SAA. SAA hereby represents that it is not obliged to award this proposal to any bidder. SAA is entitled to retract this bid at any time as from the date of issue, without any refunds whatsoever. Please note that this bid might be awarded in full or in parts.

The bidder shall be disqualified from tendering if any attempt is made either directly to solicit and/or canvass any information from any employee or agent of SAA regarding this bid from the date the offer is submitted until the date of award of the proposal.

Bidders shall prepare and submit the bid at their own expense. The functional presentation, in case of this RFP, will be done on the Bidder’s own expense. The bidder shall be disqualified from tendering if any attempt is made either directly to solicit and/or canvass any information from any employee or agent of SAA regarding this bid from the date the offer is submitted until the date of award of the proposal.

**Bid Format**

The Bidder is required to comply with the following RFP response formatting requirements:



|  |  |  |
| --- | --- | --- |
| **Part** | **Title** | **Page numbers** |
| Executive Summary | | |
| Part 1 | Invitation to make proposal (see RFP  document) |  |
| Part 2 | Introduction |  |
| Part 3 | Evaluation criteria (weighting)  Attach your response to the Mandatory Criteria (Refer to the RFP) |  |
| Part 4 | Terms of Reference/SOW (Proposed technical solution) |  |
| Part 5 | Costing Schedule |  |
| Part 5 | BBBEE Certificate |  |
| Part 6 | Vendor Information Form  Tax Clearance Certificate |  |
| Part 7 | Vendor Declaration of Interest |  |
| Part 8 | National Industrial Participation Programme |  |
| Part 9 | Bid Terms and Conditions |  |

* The Bid must be structured in accordance with the above section;
* The Bid must be signed by a duly authorized signatory of the Bidder (In the Executive Summary);
* The Bid format, Part 4 and 5 must be completed using the spreadsheet provided with detailed explanation material as applicable referenced for evaluation purposes.
* SAA requires that the Bids are prepared using Microsoft Word and Microsoft Excel only and is Office 2007 compatible;
* The Bidder should NOT embed documents or website links in the documentation;
* Each page should be numbered sequentially as Page “n of nn”, dated and identified with the relevant document title;
* All responses must be substantial enough to indicate, without ambiguity, that the Bidder has fully understood, and is attempting to satisfy, the requirements of the relevant instruction or elements of the proposal. Responses to the instructions or proposals offering a simple ‘yes’ or ‘no’ style answer will not be regarded as compliant;

**Evaluation process**

A formal selection process will be used to provide, to the greatest extent possible, an objective, repeatable and reliable process:

|  |  |  |
| --- | --- | --- |
| **Phases** | | **Description** |
| 1 | RFP Issue Date | RFP release to the market date |
| 2 | RFP Submission | Submit to SAA by the closing date in the following format:   * 1x original hard copy * 2 x copies of the original; and * 1x soft copy - CD |
| 3 | **Phase 1**  Mandatory Criteria  Evaluation  (RFP: Part 5) | Evaluation of the responses to the mandatory requirements received from all Bidders.  Only bidders who are successful in the evaluation of the mandatory criteria will proceed to phase 2. |
| 4 | **Phase 2**  Evaluation of the  detailed RFP Response: Functional  Evaluation  (RFP: Part 6 ) | Evaluation of the detailed RFP functional paper based responses.  The template provided as attachment A must be completed for the functional evaluation of this section referencing supporting documents as required.  The template provided as attachment B must be completed for evaluation of Research and Development capabilities and maturity levels.  The template provided as attachment C, will be used to conduct a customer satisfaction survey sent out by SAA.  Bidders who are successful in the detailed paper based evaluation will proceed to phase 3. |
| **5** | **Phase 3**  Pricing Evaluation Criteria | Bidders will be evaluated on Price out of 90 (Attachment F) and BBBEE out of 10.  The selected bidder will progress to phase 4. |
| **6** | **Phase 4**  Award Notification | Award will be made to the successful vendor subject to the successful conclusion of a POC as described in phase 5, at the bidders own cost. |
| **7** | **Phase 5**  **Proof of Concept**  **(POC)** | Conduct a proof of concept on either or both of the delivery models:-   * SaaS – cloud based * Hosted option   Test and evaluate the functionality, performance, network speeds and integration capabilities as per Attachment D.  Should a SaaS solution be selected that stores data in the cloud, the RSA based computer centers will be evaluated in terms of attachment E.  Subject to the successful conclusion of the POC, the bidder will progress to the final phase. |
| **6** | **Phase 6**  Contracting | The contract negotiation activities to commence with the successful Bidder. |

**Part 5: Mandatory and Evaluation criteria (Phase 1)**

**Mandatory Criteria**

The Mandatory Criteria defined in this part of the RFP are required to be responded to by all potential Bidders. Each criteria will either be assigned a “Yes – Compliant” or a “No – Not Compliant” rating by the SAA evaluation team, therefore it is important that the bidder indicate their compliance by assigning a “Yes – Compliant” or a “No – Not Compliant” to the table below.

It is important for Bidders to take note that within this evaluation phase all of the Mandatory Criteria will need to be evaluated a “Yes – Compliant” score in order to progress to the next phase, i.e. they are not optional or scored criteria:

| **Mandatory Criterion** | **Demonstrable Evidence** | **Response** |
| --- | --- | --- |
| The cloud based SaaS solution offering must store the data (as applicable) within the borders of South Africa | A letter on the company letterhead and signed by the appropriate bidder authorising authority providing:-   1. A commitment that data will only be stored within the boundaries of the RSA for the duration of the contract.   The above must be submitted as part of the RFP response. |  Yes  No |
| Provide local RSA technical and support 24X7X365 | A letter on the company letterhead and signed by the appropriate bidder authorising authority providing:-   1. A commitment that local RSA technical support is available 24x7X365 with address and telephone number of the Service Desk. |  Yes  No |
| Research and Development (R&D) | A letter on the company letterhead and signed by the appropriate bidder authorising authority providing:-   1. An indication of funds committed to R&D 2. A strategic statement regarding the direction in which the product is being developed. |  Yes  No |
| A solution that support and caters for at least the following mobile platforms:  Blackberry, Apple , Microsoft and Android | A letter on the company letterhead and signed by the appropriate bidder authorising authority indicating compliance to :-   1. The support of Blackberry 5,6,7, & 10, iPhone iOS 6, iPad iOS 6 & Mac OSX 10.8.2, Windows 7, 8 & RT Windows Phone 8 and Android 4.01 and above. |  Yes  No |
| The solution must have existing clients of a similar size to SAA using the SaaS and hosted solution offerings. | A letter on the company letterhead and signed by the appropriate bidder authorising authority indicating:-   1. The name of at least two existing companies where the product is used. RSA based customers will be preferred. |  Yes     No |

**Phase 2: Functional Evaluation: Criteria and Weightings:**

Only bidders who are successful in the mandatory RFP evaluation will proceed to this evaluation phase.

Information provided in terms of Section 6 and by completing the templates as indicated with referenced supporting information and Section 11 of this RFP will be used to evaluate this section.

|  |  |
| --- | --- |
| **Evaluation Criterion** | **Weightings** |
| Functionality (Attachment A) | 50% |
| Research and Development (Attachment B) | 15% |
| Company Track Record and Relevant Experience as well as Financials (Section 6 and Financial Statements) | 20% |
| Customer Satisfaction Survey (Attachment C) | 15% |
| **Total** | 100% |

Only bidders that achieve 75% or greater will progress to the next phase 3.

The below five scale scoring matrix will be used for both Phase 2 and the Computer Centre evaluation provided for in Phase 5 (if required).

|  |  |
| --- | --- |
| 0 | Does not comply/no response provided |
| 1 | Much less than acceptable standard |  |
| 2 | Less than acceptable standard |  |
| 3 | Acceptable / satisfactory standard |  |
| 4 | Exceeds acceptable standard |  |

**Phase 3: Price and BBBEE Evaluation:**

The successful vendors from Phase 2 will be evaluated as indicated below using Attachment F for pricing:-

|  |  |
| --- | --- |
| **Evaluation criteria** | **Points** |
| Price | 90 |
| BBBEE | 10 |
| **TOTAL** | **100** |

**BBBEE:**

**Phase 4 – Award Notification**

Once internal approvals have been obtained, an award will be made to the successful vendor subject to the successful conclusion of a Proof Of Concept (POC).

**Phase 5 –Proof of Concept**

The successful applicant must be willing to conduct a POC at own cost integrating into both the current (BlackBerry Enterprise Server) BES environment and corporate enterprise environment. The POC must run for a minimum of 30 days while the product and the integration into the SAA enterprise and BES environment is tested and evaluated.

**Below are the POC requirements:**

The evaluation will be conducted using Attachment D.

NOTE that the version of the respective Operating Systems and Applications may vary and the lowest versions are listed below.

* Integrate into BES 5.04
* Integrate into Microsoft Exchange 2010.
* Microsoft AD integration or authentication
* Network access control capabilities for devices.
* The management of Smartphones, Tablets, Slates and laptop devices.
* iPads iOS 6
* BES5 devices (Blackberry OS 4/5/6/7)
* Blackberry 10 devices
* iPhones iOS 6
* Android version 4.1 devices
* Windows Phone 8
* Mac Books OSX 10.8.2
* Windows 7 laptops
* Windows 8 (Standard and Pro) laptops and slates
* Windows RT tablets
* Containerization (segregating personal and corporate data)
* Trusted Platform Module (TPM)
* Unified Extensible Firmware Interface (UEFI)
* Application management
* Content management
* Central device and content management platform
* Role Based Access Control with customizable roles (e.g. helpdesk staff / device administrator / application administrator)
* The application would need to be accessible from various domestic and interntional locations

It must be noted that the POC could be conducted on one or both of the solution offerings using attachment D:-

* SAA Hosted
* Cloud based SaaS.

Should a cloud based, SaaS solution be selected, the vendor computer centers will be evaluated in terms of Attachment E.

**Phase 6 –Contracting**

Subject tothe successful completion of the POC phase 5, a final contract will be entered into.

**Part 6: Terms of Reference**

As per business requirements, SAA IT has identified the need to implement an Universal Device Management and Mobile Application Management solution for the management and control of mobile smart devices, the data used and device network access.

The Universal Device Management and Mobile Application Management solution must have full redundancy. The application must be an Intranet/Internet web base application that will provide the technical and strategic means to effectively cater for:

* The management of smartphones and Tablet PC and laptop devices.
* 850 iPads
* 750 BES5 devices
* 100 iPhones
* 100 Android devices
* 100 Windows Phone 8
* Mac Books
* 900 Windows 7 or 8 notebooks or slates
* 700 Windows RT tablets
* Consumer and enterprise application management
* Device network access control.
* Enterprise content management
* Central device and content management platform
* SAA runs a 24x7x365 operation and would require the application to have an availability uptime of at least 99%.
* The application would need to be accessible from various domestic and interntional locations.
* Role Based Access Control with customizable roles (e.g. helpdesk staff / device administrator / application administrator)

The functional specifications must be answered using the spreadsheet **Attachment A.**

* Platform Architecture
* Enterprise integration
* Configure profiles
* Device management
* Secure document distribution
* View device settings
* Manage applications
* Mobile content management
* Email management
* Manage users and groups
* Cloud content management
* Management reporting
* Security
* Support
* Software Development Kit (SDK)
* Device Network access control.

**Critical Capabilities that is required from the MDM is as follows:**

* Policy enforcement and compliance
* Security
* Containerization
* Application management
* Document sharing and management
* Scalability
* Software as-a-Service and cloud delivery models

**Policy enforcement and compliance:**

* Enforce policies on eligible devices:
  + Detect and enforce OS platforms and versions and installed applications.
  + Detect iOS jail-broken devices and rooted Android devices.
  + Filter (restrict) access from noncompliant devices to corporate servers (e.g., email).
* Enforce application policies:
  + Restrict downloadable applications through whitelists and blacklists.
* Monitor access to app stores and application downloads, put prohibited applications on quarantine, and/or send alerts to IT/managers/users about policy violations.
* Monitor access to Web services, social networks and app stores, send alerts to IT/managers/users about policy violations, and/or cut off access.
* Enforce mobile communication expense policies in real time:
  + Monitor roaming usage.
  + Detect policy violations (e.g., international roaming), and take action if needed (e.g. disable access to servers, and/or send alerts to IT/managers/users about policy violations).
* Enforce separation of personal versus corporate content:
  + Manage corporate applications on personal devices, and personal applications on corporate devices.
  + Tag content as personal or corporate through flags.
  + Detect separation violations, and send alerts to IT/managers/users if needed.
  + If a container is in use, prohibit exporting data outside the container (e.g., when opening an email attachment), and regulate interactions among different enterprise containers.
* Restrict or prohibit access to corporate servers (e.g., to email servers and accounts) in case of policy violations.

**Security:**

* Password enforcement (complexity and rotation)
* Device lock (after a given time of inactivity)
* Remote wipe, selective remote wipe (e.g., only corporate content), and total remote wipe (e.g. a hard wipe, with data not recoverable after deletion)
* Local data encryption (phone memory and external memory cards)
* Certificate-based authentication (includes device ID, OS version and phone number), and certificate distribution
* Monitoring devices, and data manipulation on devices
* Rogue application protection (e.g., application quarantine)
* Certifications (e.g., Federal Information Processing Standard [FIPS] 140-2)
* Firewalls
* Antivirus software
* Mobile virtual private network (VPN)
* Message archiving (SMS, IM, email, etc.) and retrieval, and recording of historical events for audit trails and reporting

**Containerization:**

Separate corporate from personal content (data and applications) on devices. A full corporate container with proprietary applications, such as the email client and browser, as well as third-party and in-house applications developed through ad hoc SDKs, to make them part of the container.

* Local data encryption
* Selective remote wipe
* Data leakage prevention (no data is exported from the container, and there are cut-and-paste prohibitions)
* Controlled communication among containers
* Dual personas

**Application Management:**

Over the Air (OTA) software upgrades, application inventory and distribution, such as:

* Application discovery and private app store
* Apple Volume Purchase Program, or other enterprise volume purchasing program integration
* Software updates for applications or OSs
* Patches/fixes
* Backup/restore
* Background synchronization

**Document sharing and management:**

A set of mechanisms to support file synchronization and sharing, file distribution, and secure and manageable folders on mobile devices with policy enforcement:

* File synchronization and backup, transparent to the user
* File sharing with other employees, or among applications
* File distribution to a group of users, and those that are time sensitive
* Security and management policy enforcement

**Scalability:**

MDM deployments in mass volume:

* High-availability and disaster recovery techniques

**Software as-a-Service and cloud delivery models:**

* Ease of installation
* Pricing policies per user (as opposed to per device) rated higher

**Part 7: Bid Terms and Conditions**

**Confidentiality, Intellectual property, inventions and copyright**

|  |  |
| --- | --- |
| **Term and\or Condition** | **Response If no, indicate deviation** |
| Copyright of all documentation relating to this assignment belongs to SAA. The successful bidders may not disclose any information, documentation or products to other clients without the written approval of the SAA accounting authority or the delegate |  Yes   No |
| In the event that the bidder would like to use any information or data generated in terms of the Services, the prior written permission must be obtained from SAA. |  Yes   No |

**Payments**

|  |  |
| --- | --- |
| **Term and\or Condition** | **Response If no, indicate deviation** |
| Final payment terms will be negotiated with the successful bidder before awarding the proposal |  Yes   No |
| SAA will pay the successful bidder the  Fee as set out in the final contract. No additional amounts will be payable by SAA to the successful bidder, including any amounts in respect of licenses for software required to provide the Services. |  Yes   No |
| The successful bidder shall from time to  Time during the duration of the contract, invoice SAA for the services rendered. No payment will be made to the successful bidder unless an invoice complying with section 20 of VAT Act No 89 of 1991 has been submitted to SAA |  Yes   No |
| Payment shall be made into the  Successful bidder’s bank account normally 30 days after receipt of an acceptable, valid invoice and statement. (Banking details must be submitted as soon as this bid is awarded). |  Yes   No |
| The bidder shall be responsible for  accounting to the appropriate  authorities for its Income Tax, VAT or other moneys required to be paid in terms of applicable law |  Yes   No |

**Non-compliance with delivery terms**

|  |  |
| --- | --- |
| **Term and\or Condition** | **Response If no, indicate deviation** |
| As soon as it becomes known to the bidder that it will not be able to deliver the goods/services within the delivery period and/or against the quoted price and/or as specified, SAA must be given immediate written notice to this effect. SAA reserves the right to implement remedies as provided for in the General Conditions of Contract (C.11). |  Yes   No |

**Conclusion and conditions of agreement**

|  |  |
| --- | --- |
| **Term and\or Condition** | **Response If no, indicate deviation** |
| The bidder warrants that it is able to conclude this RFP and any resulting contract to the satisfaction of SAA. |  Yes   No |
| SAA reserve the right to withdraw any award should SAA and the successful bidder fail to conclude a written Contract to the satisfaction of SAA within 30 days (or such longer period as may be determined by SAA) from the date of which SAA awards the tender. |  Yes   No |
| The Contract between SAA and the  successful bidder will be subject to and conditional upon the performance of  the following conditions: |  Yes   No |
| the approval (unconditionally or on  conditions which are acceptable to the Parties), to the extent required, by the Competition Commission, the Competition Tribunal or the Competition Appeal Court, of the implementation of the Contract; |  Yes   No |
| the obtaining of the required written  consent under the Public Finance and  Management Act, 1 of 1999, for SAA to  enter into the Contract; |  Yes   No |
| The approval of SAA’s board of  directors of the entering into of contract by SAA; and |  Yes   No |

|  |  |
| --- | --- |
| obtaining of all other regulatory approvals required for the entering into or implementation of the Contract. |  Yes   No |
| Although the bidder will be entitled to  provide services to persons other than  SAA, the bidder shall not without the prior written consent of SAA, be involved in any manner whatsoever, directly or indirectly, in any business or venture which competes or conflicts with the obligations of the bidder to provide the Services. |  Yes   No |

**Parties not affected by waiver or breaches**

|  |  |
| --- | --- |
| **Term and\or Condition** | **Response If no, indicate deviation** |
| The waiver (whether express or  implied) by any Party of any breach of  the terms or conditions of this Agreement by the other Party shall not prejudice any remedy of the waiving party in respect of any continuing or other breach of the terms and conditions hereof. |  Yes   No |
| No favour, delay, relaxation or indulgence on the part of any Party in exercising any power or right conferred on such Party in terms of this Agreement shall operate as a waiver of such power or right nor shall any single or partial exercise of any such power or right under this Agreement. Bidder will be required to comply with the SAA IT Management and Process Standards and Contract Management and Reporting Requirements. |  Yes   No |

**Retention**

|  |  |
| --- | --- |
| **Term and\or Condition** | **Response If no, indicate deviation** |
| No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force and effect unless such agreement to amend or vary is entered into in writing and signed by authorized representatives of the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing |  Yes   No |

**Additional beneficiaries**

|  |  |
| --- | --- |
| **Term and\or Condition** | **Response If no, indicate deviation** |
| SAA may upon notice to Bidder include  any additional service beneficiary  where such party is   1. a SAA Affiliate or 2. included in SAA’s Voyager program or 3. a party to whom SAA gives access to the Services. “Affiliate” means, with respect to any specified person or entity, any other person or entity that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the specified person or entity and includes any holding or subsidiary company (as defined in the Companies Act of 1973, as amended) of either party. For the purposes of this clause, an Affiliate of SAA shall include any entity in which SAA holds any shares. |  Yes   No |

**Change Control**

|  |  |
| --- | --- |
| **Term and\or Condition** | **Response If no, indicate deviation** |
| In the event that: |  |
| Bidder undergoes a change of control  without the prior written consent of SAA,  then SAA may terminate the Contract by  giving at least 90 days prior written notice to Bidder specifying the date as of which such termination will be effective; or |  Yes   No |
| Bidder’s holding/parent company  undergoes a change of control which has  or is likely to have a material adverse  effect on the performance by Bidder of its  obligations in terms of the contract or if control of Bidder’s holding/parent company is passed to a Competitor, then SAA may terminate the Contract by giving at least 90 days prior written notice to Bidder specifying the date as of which such termination will be effective. |  Yes   No |
| Bidder shall give SAA written notice of  any change in control of Bidder or  Bidder’s holding/parent company as the  case may be as soon as Bidder becomes aware thereof. SAA’s right to terminate under this clause shall only be exercisable for the period of three months immediately following either, (i) the date on which SAA becomes aware of the actual change in control of Bidder or Bidder’s holding/parent company, as the case may be; or (ii) of receipt by SAA of notice from Bidder confirm such change in control, whichever is the later. |  Yes   No |
| “Control” means the ownership of more  than 50% of the issued share capital or the legal power to direct or cause the direction of the general management and policies of the company in question (and “Controlled” shall be construed accordingly). |  Yes   No |

**Breach**

|  |  |
| --- | --- |
| **Term and\or Condition** | **Response If no, indicate deviation** |
| In the event that Bidder consistently  Breaches (3 or more of the same incident within any rolling 30-day period) the Contract in a manner which reflects failure, whether through unwillingness, inability or otherwise, to diligently, properly and timeously perform its duties in terms of the Contract (including, without limitation, a consistent failure to achieve the required service levels), then should Bidder not remedy such consistent breaches after having been afforded a reasonable period of time (not exceeding 30 days) to do so by SAA, then SAA may terminate the Contract by giving prior written notice to Bidder specifying the date as of which such termination will be effective |  Yes   No |

**Warranties**

|  |  |  |
| --- | --- | --- |
| **Term and\or Condition** | | **Response If no, indicate deviation** |
| In addition to any other warranties herein or required by SAA, Bidder must warrant to SAA that: | | |
| It has full capacity and authority to  Enter into and to perform the  Contract and to provide the Services; |  Yes   No | |
| The Services will be provided in  accordance with the service levels; |  Yes   No | |
| it will employ a sufficient number of  suitably trained staff to achieve the  service levels; |  Yes   No | |
| Subject to the terms provided for in  the Contract, it will have sufficient infrastructure capacity (including hardware, software and personnel) to provide the Services; |  Yes   No | |
| It will provide the Services: | | |
| With promptness where no time  period is specified in the Contract and with diligence, in a workmanlike and professional manner and in accordance with Good Industry Practice; |  Yes   No | |
| In accordance with all applicable laws  and regulations; and |  Yes   No | |
| Nothing contained in the Contract will result in a breach of any agreement, license or other instrument, order, judgment or decree of any Court, governmental agency or regulatory body to which it is bound. |  Yes   No | |

**Insurance**

|  |  |
| --- | --- |
| **Term and\or Condition** | **Response If no, indicate deviation** |
| Bidder shall at all times during the term of the Contract maintain public liability insurance coverage in line with the contract and will provide SAA with evidence of such insurance coverage if required. |  Yes   No |
| Professional indemnity insurance is required. Please provide coverage amount US$ 5 million. |  Yes   No |

**Regulatory compliance**

|  |  |
| --- | --- |
| **Term and\or Condition** | **Response If no, indicate deviation** |
| Bidder must warrant that, as at the  date of signature of the Contract, it is  fully cognisant of and compliant with the relevant legislative or regulatory requirements and rulings of any competent authority that has jurisdiction over the provision of Services, that apply to Bidder’s provision of the Services (“Relevant Legislation”) |  Yes   No |
| Bidder shall ensure that the Services continue to comply with all Relevant Legislation and it shall promptly notify SAA of any changes in Relevant Legislation that affect any of the Services or the provision thereof by Bidder. |  Yes   No |

**Force Majeure**

|  |  |
| --- | --- |
| **Term and\or Condition** | **Response If no, indicate deviation** |
| Each Party will be excused from  performance under the Contract for any period and to the extent that it is prevented from performing, in whole  or in part, as a result of delays caused by the other Party, third parties (other than its Sub-Contractors or agents unless the Sub-contractor delay itself is due to a force majeure event) or an act of God, war, civil disturbance, or other cause beyond its reasonable control or as defined elsewhere in the Contract (each a “force majeure” event), and such non performance will not be a default under the Contract or a ground for termination of the Contract, save as provided herein. |  Yes   No |
| Where a Party suffers a force majeure event, it shall notify the other Party immediately by telephone and forthwith provide written notice to the other Party setting out the circumstances and details of such force majeure event. |  Yes   No |
| Each Party will use all reasonable  Efforts to remedy such non-performance. To the extent that disaster recovery services are included in the Services, the foregoing will not limit Bidder’ obligation to provide such services unless they also are affected by the Force Majeure Event. |  Yes   No |
| To the extent that Bidder fails to  provide the Services in accordance with the Contract due to the occurrence of a  Force Majeure event, the fees and charges shall be adjusted in a manner such that SAA is not responsible for the payment of any Charges for the elements of the Service that bidder is unable to provide. |  Yes   No |
| If the Force Majeure event continues for more than 10 days after the commencement of the Force Majeure event either Party may terminate the Service(s) affected or the Contract by giving not less than 7 days’ notice in writing to the other Party. |  Yes   No |

**Assignment \ subcontractors**

|  |  |
| --- | --- |
| **Term and\or Condition** | **Response If no, indicate deviation** |
| Save as specifically provided for in the  Contract, neither Party may assign the  Contract or otherwise transfer any of its rights or obligations under the Contract including nominate a third person as Party in its stead, without the prior written consent of the other Party, which consent will not be unreasonably withheld. Bidder may not use subcontractors to perform any of its obligations under the Contract without the prior written approval of SAA. |  Yes   No |

**Audits**

|  |  |
| --- | --- |
| **Term and\or Condition** | **Response If no, indicate deviation** |
| Save as specifically provided for in the  Contract, neither Party may assign the  Contract or otherwise transfer any of its rights or obligations under the Contract including nominate a third person as Party in its stead, without the prior written consent of the other Party, which consent will not be unreasonably withheld. Bidder may not use subcontractors to perform any of its obligations under the Contract without the prior written approval of SAA. |  Yes   No |
| Bidder undertakes that it shall provide all reasonable assistance to SAA in the event of such an audit. Without limiting the generality of the foregoing, Bidder will maintain and provide the auditors designated by the Client with adequate accounts, documents and records in sufficient detail, covering at least the previous 6 (six) months prior to the commencement date of such audit |  Yes   No |

**Transition of services upon termination**

|  |  |
| --- | --- |
| **Term and\or Condition** | **Response If no, indicate deviation** |
| Prior to: | |
| the expiration of the term of the  Contract; or |  Yes   No |
| In the event the Contract is terminated early as provide for herein, |  Yes   No |
| During the exit assistance period required by SAA, Bidder and SAA will jointly develop an exit plan for the transition of the services then being performed by the Bidder pursuant to the Contract back to SAA or SAA’s nominee. The exit plan will set out the transition activities to be performed by each Party in connection with the transition and the schedule on which such activities will be performed and shall otherwise be prepared in accordance with the provisions of the SAA exit management schedule and the Parties shall perform such other transitional obligations as provided for in the exit management schedule. |  Yes   No |
| The Parties will continue to perform their obligations under the Contract to the extent such obligations are not impacted by the exit plan. |  Yes   No |

**Governing Law**

|  |  |
| --- | --- |
| **Term and\or Condition** | **Response If no, indicate deviation** |
| This Agreement will be governed in all respects by and will be construed and interpreted in accordance with the laws of the Republic of South Africa. The parties consent to the exclusive jurisdiction of the South African courts. |  Yes   No |

**SAA Non-Disclosure Agreement**

|  |  |
| --- | --- |
| **Term and\or Condition** | **Response If no, indicate deviation** |
| The Mutual Non-Disclosure Agreement  (the "Agreement") shall apply to all Confidential Information disclosed hereunder between the Parties. |  Yes   No |

P**art 8: Tax Clearance Requirements**

13.1. The taxes of the successful Bidder must be in order, or that satisfactory arrangements have been made with the Receiver of Revenue to meet his/her tax obligations.

13.2. The attached form “Application for Tax Clearance Certificate (in respect of Bidders)”, must be completed in all respects and submitted to the Receiver of Revenue where the Bidder is registered for tax purposes. The Receiver of Revenue will then furnish the Bidder with a Tax Clearance Certificate that will be valid for a period of six (6) months from date of issue. This Tax Clearance Certificate must be submitted in the original together with the Bid. Failure to submit the original and valid Tax Clearance Certificate may invalidate the Bid.

13.3. In Bids where Consortia/Joint Ventures/Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.

13.4. In case of **Foreign Bidders**, they can contact South African Receiver of Revenue (SARS) to obtain the Tax Clearance Certificate. Copies of the Application for Tax Clearance Certificates are available at Receiver’s office at this number +27 12 317 2998 or e-mail Tommy Oosthuizen at [toosthuizen@sars.gov.za](mailto:toosthuizen@sars.gov.za)

|  |
| --- |
| **Application for Tax Clearance Certificate**  **(IN RESPECT OF BIDDERS)** |

**Ctificate**

**DDERS)**

1. Name of taxpayer/bidder:



2. Trade name:

3. Identification number:



4. Company/Close corporation registration number:

5. Income tax reference number:

6. VAT registration number (if applicable):

7. PAYE employer’s registration number (if applicable):

Signature of contact person requiring Tax Clearance

Certificate:

Name:

Telephone number: Code Number

Address:





Date: 20………/………/………

PLEASE NOTE THAT THE COMMISSIONER FOR THE SOUTH AFRICAN REVENUE SERVICE (SARS) WILL NOT EXERCISE HIS DISCRETIONARY POWERS IN FAVOUR OF ANY PERSON WITH REGARD TO ANY INTEREST, PENALTIES AND / OR ADDITIONAL TAX LEVIABLE DUE TO THE LATE- OR UNDERPAYMENT OF TAXES, DUTIES OR LEVIES OR THE RENDITION RETURNS BY ANY PERSON AS A RESULT OF ANY SYSTEM NOT BEING YEAR 2000 COMPLIANT

**Part 9: Bidder Declaration of Interest**

14.1. Any legal person, including persons employed by the principal, or persons having a kinship with persons employed by the principal, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favoritism, should the resulting bid, or part thereof, be awarded to persons employed by the principal, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest, where:

*14.1.1 The bidder is employed by the principal; and/or*

*14.1.2 the bidder is a board member*

*14.1.3 the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.*

14.2. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

|  |  |
| --- | --- |
| *14.2.1. Are you or any person connected with the bidder, employed by the principal?* |  Yes  No |
| *14.2.2. If so, state particulars.* | |
| *14.2.3. Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the principal and who may be involved with the evaluation and or adjudication of this bid?* |  Yes  No |
| *14.2.4. If so, state particulars.* | |
| *14.2.5. Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between the bidder and any person employed by the principal who may be involved with the evaluation and or adjudication of this bid?* | |
| *14.2.6. If so, state particulars.* | |

14.3. Declaration

I the undersigned (name)

certify that the information furnished in paragraph A.2.1 to A2.2.6 above is correct. I accept that the principal may act against me should this declaration prove to be false.

Signature Date

Position Name of Bidder

Name of RFP / RFP Reference

14.4. Certificate of independent Bid determination

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;

2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;

3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;

4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;

5. For the purposes of this Certificate and the accompanying bid, I understand that the word “competitor” shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

a) has been requested to submit a bid in response to this bid invitation;

b) Could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and

c) Provides the same goods and services as the bidder and/or is in the same line of business as the bidder

The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.

6. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

(a) Prices;

(b) Geographical area where product or service will be rendered (market allocation)

(c) methods, factors or formulas used to calculate prices;

(d) The intention or decision to submit or not to submit, a bid;

(e) The submission of a bid which does not meet the specifications and conditions of the bid; or

(f) Bidding with the intention not to win the bid.

7. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

8. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

9. Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of

2004 or any other applicable legislation.

Signature……………………………………………….

Date……………………………………………………

Position……………………………………………….

Name of Bidder……………………………………………….

**PART 10-THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME**

This document must be signed and submitted together with your bid

**INTRODUCTION**

The National Industrial Participation (NIP) Programme, which is applicable to all government procurement contracts that have an imported content, became effective on the 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases / lease contracts (for goods, works and services) entered into after this date, are subject to the NIP requirements. NIP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the programme.

**1 PILLARS OF THE PROGRAMME**

1.1 The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US$ 10 million or other currency equivalent to US$ 10 million will have a NIP obligation.

This threshold of US$ 10 million can be reached as follows:

(a) Any single contract with imported content exceeding US$10 million or

(b) Multiple contracts for the same goods, works or services each with imported

content exceeding US$3 million awarded to one seller over a 2 year period

which in total exceeds US$10 million or

(c) A contract with a renewable option clause, where should the option be

exercised the total value of the imported content will exceed US$10 million or

(d) Multiple suppliers of the same goods, works or services under the same

contract, where the value of the imported content of each allocation is equal to

or exceeds US$ 3 million worth of goods, works or services to the same

government institution, which in total over a two (2) year period exceeds

US$10 million.

1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30 % of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a *pro-rata* basis.

1.3 To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers.

1.4 A period of seven years has been identified as the time frame within which to

discharge the obligation.

**2 REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY**

2.1 In order to ensure effective implementation of the programme, successful

bidders (contractors) are required to, immediately after the award of a contract

that is in excess of **R10 million** (ten million Rands), submit details of such a

contract to the DTI for reporting purposes.

2.2 The purpose for reporting details of contracts in excess of the amount of R10

million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1.(b) to 1.1. (d) above.

**3 BID SUBMISSION AND CONTRACT REPORTING REQUIREMENTS OF**

**BIDDERS AND SUCCESSFUL BIDDERS (CONTRACTORS)**

3.1 Bidders are required to sign and submit this bidding document together with the bid on the closing date and time.

3.2 In order to accommodate multiple contracts for the same goods, works or

services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1(b) to 1.1 (d) above and to enable the DTI in determining the NIP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million (ten million Rands), to contact and furnish the DTI with the following information:

* Bid / contract number.
* Description of the goods, works or services.
* Date on which the contract was accepted.
* Name, address and contact details of the government institution.
* Value of the contract.
* Imported content of the contract, if possible.

3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 394 2401 or e-mail at Elias@thedti.gov.za for further details about the programme.

**4 PROCESS TO SATISFY THE NIP OBLIGATION**

4.1 Once the successful bidder (contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:

a. the contractor and the DTI will determine the NIP obligation;

b. the contractor and the DTI will sign the NIP obligation agreement;

c. the contractor will submit a performance guarantee to the DTI;

d. the contractor will submit a business concept for consideration and approval by the DTI;

e. upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;

f. the contractor will implement the business plans; and

g. the contractor will submit bi-annual progress reports on approved plans to the DTI.

4.2 The NIP obligation agreement is between the DTI and the successful bidder (contractor) and, therefore, does not involve the purchasing institution.

Bid number: ……………………Closing date: ………………………………..

Name of bidder: …………………………………………..

Postal address: …………………………………………… ……………………………………………

…………………………………………………………

……………….

Signature…………………………Name (in print)……………………………..

Date………………………………

**Part 11: Vendor Information Form**

**You are kindly requested to complete this document accurately as the information contained herein is required for the following purposes:**



* **To enable SAA to compile a database of registered suppliers;**
* **To support SAA in the implementation of a system of preferences as required by the Preferential**
* **Procurement Policy Framework Act (No 5 of 2000).**
* **Failure to complete the form in full may result in the supplier not being considered for the awarding of any orders or contracts by SAA.**

**PAGES – PLEASE COMPLETE ALL PAGES.**

|  |  |
| --- | --- |
| **Name of Company:** |  |
| **Company**  **Registration No:** |  |
| **Vat Registration**  **number:** |  |
| **Tax registration No:** |  |

**Postal Address:**

**Physical Address:**

|  |  |  |  |
| --- | --- | --- | --- |
| **Telephone No:** |  | **Mobile Telephone No:** |  |
| **Fax No:** |  | **E-mail address:** |  |

\*Are you registered in terms of sections 23(1) or 23(3) of the Value-added Tax Act, 1991 (Act No. 89 of 1991)?

**YES/NO**

\*\*An original Tax Clearance Certificate must be attached to this form –. Failure to do so may disqualify the bid.

**In case of a consortium/joint venture, full details on consortium/joint venture members** (if applicable):

|  |  |
| --- | --- |
| **Name of Company:** |  |
| **Vat Registration**  **number:** |  |
| **Tax registration No:** |  |

|  |  |
| --- | --- |
| **Name of Company:** |  |
| **Vat Registration**  **number:** |  |
| **Tax registration No:** |  |

**Name of contracting entity in case of a consortium/joint venture** (if applicable):

|  |  |
| --- | --- |
| **Name of Company:** |  |
| **Postal address:** |  |
| **Street address:** |  |
| **Contact person on behalf of a consortium/joint venture:** |  |
| **Telephone number:** |  |
| **Cellphone number:** |  |
| **Email address:** |  |

**1. Participation capacity** (tick one box)

|  |  |  |  |
| --- | --- | --- | --- |
|  | **Prime contractor** |  | **Supplier** |
|  | **Sub-contractor** |  | **Professional services** |
|  | **Manufacturer** |  | **Joint Venture partner** |
|  | **Other, specify ………………………………………………………………………….** | | |

**2. Type of firm** (tike one box)

|  |  |  |  |
| --- | --- | --- | --- |
|  | **Partnership** |  | **One person business/sole trader** |
|  | **Close corporation** |  | **Company** |
|  | **Pty Ltd.** |  |  |
|  | **Other, specify ………………………………………………………………………….** | | |

**3. Principal business activities** (tick one box)

|  |  |  |  |
| --- | --- | --- | --- |
|  | **Security** |  | **Construction** |
|  | **Catering** |  | **Consulting** |
|  | **Manufacturer** |  | **Retailer/Distributor** |
|  | **Other, specify ………………………………………………………………………….** | | |

**4. Business sector** (tick one box)

|  |  |  |  |
| --- | --- | --- | --- |
|  | **Agriculture** |  | **Mining and Quarrying** |
|  | **Manufacturing** |  | **Electricity, Gas and Water** |
|  | **Retail and motor trade repair services** |  | **Construction** |
|  | **Wholesale trade, commercial agents & allied**  **services** |  | **Community, social and personal services** |
|  | **Commercial Agents and other trade** |  | **Transport, storage and communication** |
|  | **Finance and business services** |  | **Commercial Agents and other trade** |
|  | **Other, specify ………………………………………………………………………….** | | |

**5. Company classification** (tick one box)

|  |  |  |  |
| --- | --- | --- | --- |
|  | **Contractor who generates more than 75% of turnover as a prime contractor** |  | **Contractor who generates less than 75% of turnover as a prime contractor** |
|  | **Labour – only sub-contractor** |  | **Manufacturer** |
|  | Supplier |  | Professional service provider |
|  | Other, specify …………………………………………………………………………. | | |

**6. Products or services to offer to SAA** (fill in)

|  |  |  |  |
| --- | --- | --- | --- |
|  |  |  |  |
|  |  |  |  |

**7. Total number of years the firm has been in business:**

**8. Total number of employees**

**Full time: Part time:**

**9. Street address of all facilities used by the Firm** (e.g. Warehouse, storage space, offices, etc.)

**10. Do you share any facilities? YES/NO**

If yes, which facilities are shared?

With whom do you share facilities? (Name of firm/individuals).

**11. Is the firm registered or does it have a business license(s)?**

**YES/NO** (if yes, give details and quote relevant reference numbers and dates)

**12. Detail all trade associations in which you have a membership:**

**13. Did the firm exist under a previous name? YES / NO**

**If yes, what was its previous name?**

**Who were the owners/partners/directors?**

**14. Identify any owner or management officer who has an interest in another firm:**

|  |  |  |  |
| --- | --- | --- | --- |
| **Name** | **Duties as employee in**  **other firm** | **Name and address of**  **other firm** | **Type of business of**  **other firm** |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

**Application for Tax Clearance Certificate**

**15. What is the enterprise’s average annual turnover (excl. VAT) during the lesser of the period for which the business has been operating or the previous three financial years?**

R

NB. Please submit your most recent set of annual financial statements (AFS) that are audited and signed by the directors not older than six months. If your auditable financial statements are older than 6 months, please submit your latest 6 months management accounts (Income Statement, Balance sheet and cash flow) signed by the directors.

**Please complete the following:**

|  |  |  |
| --- | --- | --- |
| **Checklist for required financial statements** | **Response** | **Comments** |
| Submission of most recent set of annual financial  statements (AFS) that are audited and signed by the directors not older than six months. |  Yes  No |  |
| Does the AFS have:  1. Signed audit report  2. Balance sheet  3. Income statement  4. Cash flow statement | 1.  Yes  No 2.  Yes  No 3.  Yes  No 4.  Yes  No |  |
| If annual set of AFS is older than 6 months, most recent  set of interim results or management accounts signed by the directors have been submitted. |  Yes  No |  |
| Does the Management accounts or interim AFS have:  1. Balance sheet  2. Income statement  3. Cash flow statement | 1.  Yes  No 2.  Yes  No |  |
| AFS Language Medium is ENGLISH |  Yes  No |  |
| Obtain letter of support for subsidiary company if  holdings companies AFS was supplied |  Yes  No |  |
| Did we get the following for a Joint Venture or  Partnership:  1. a copy of each partner AFS  2. Joint venture or partnership agreement | 1.  Yes  No 2.  Yes  No |  |
| Signature\_ Capacity |  |  |

**16. The financial manager/ external auditor/ CEO/Accounting Officer (whichever is relevant to your type of business)**

**needs to confirm the following:**

The business/entity is:

|  |  |  |
| --- | --- | --- |
|  | A Going Concern | Yes / No |
|  | In a Sound Financial Condition | Yes / No |
|  | Have the financial & operational capacity to fulfill the contract requirements | Yes / No |

Signature

Capacity

**17.Identify by name, HDI status and length of service, those individuals in the firm (including owners and non-owners) responsible for the day-to-day management and business decisions**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **ACTIVITY** | **NAME** | **RACE** | **GENDER M / F** | **DISABLED? YES / NO \*** | **LENGTH OF**  **SERVICE (YEARS)** |
| **FINANCING DECISIONS** | | | | | |
| Cheque Signing |  |  |  |  |  |
| Acquisition of  lines of credit |  |  |  |  |  |
| Sureties |  |  |  |  |  |
| Major Purchase  or Acquisitions |  |  |  |  |  |
| Signing  Contracts |  |  |  |  |  |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **ACTIVITY** | **NAME** | **RACE** | **GENDER M / F** | **DISABLED? YES / NO \*** | **LENGTH**  **OF SERVICE**  **(YEARS)** |
| **MANAGEMENT DECISIONS** | | | | | |
| Estimating |  |  |  |  |  |
| Marketing and Sales  Operation |  |  |  |  |  |
| Hiring & Firing  of Management Personnel |  |  |  |  |  |
| Supervision of  office personnel |  |  |  |  |  |
| Supervision of  Field/ Production Activities |  |  |  |  |  |

**18.List the four largest contracts/assignments completed by your firm in the last three years.**

**Please provide projects that are similar to SAA’s requirement.**

|  |  |  |  |
| --- | --- | --- | --- |
| **Work performed** | **For whom** | **Contact person and**  **telephone number** | **Contract fee/amount** |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

**\* Payment transactions:**

Alternative payee

(This field is only to be filled in if payments are not to be made directly to the vendor to whom the payable is owed)

\* **Contact person**: (Sales person)

|  |  |  |  |
| --- | --- | --- | --- |
| Name |  | Telephone  number |  |

**Bank Details:**

|  |  |
| --- | --- |
| Country  (Where bank is located) |  |
| Name of bank |  |
| Bank key  (Branch Number) |  |
| Bank account  (Account Number) |  |
| Account holder (Only to be  filled in if the name of the account holder is not the same as the name of the vendor) |  |
| Name of account  (Type of account) |  |

**Date stamp of bank**

**Certified as correct**

**Initials and Surname (Bank official):**

**Signature (Bank official):**

**Telephone Number (Bank Official):**

Signature duly authorised to sign on behalf of

\_(Name of organisation) address

Telephone no. Date

**COMMISSIONER OF OATHS:**

Signature: Date:

**STAMP** **MUST BE DATE STAMPED**

**AND SIGNED BY A COMMISSIONER**

**OF OATHS**

**……END….**