



Bid Specification

RFx No:	RFQ DHE 6178-AHA-2026
Description	PROCUREMENT OF SIX HUNDRED (600) HUAWEI MATEBOOK X PRO (2024) CORE ULTRE A 14" TOUCH ULTRA 9 LAPTOP FOR WESTERN & EASTERN CAPE DEPARTMRNT OF HIGHER EDUCATION & TRAINING (WC & ECG).
Bid Response Submission Address	Contact.centre@sita-ct.co.za
Closing Date for questions / queries	14 September 2026 at 11:30am
Compulsory Site Visits	N/A
Queries regarding the bid should be forwarded to	Mduduzi.ntuli@sita-ct.co.za
RFx Closing Details and Time	Date: 14 September 2026 Time: 11:00AM (South African Time)
RFx Validity Period	30 Days from the Closing Date

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ANNEX A: INTRODUCTION

1. PURPOSE AND BACKGROUND

1.1. PURPOSE

The purpose of this RFQ is to invite the suppliers (hereinafter referred to as “the bidder”) to submit bids for the “Procurement of Huawei MateBook X Pro including an onsite Warranty support.

1.2. BACKGROUND

Huawei Matebook X Pro will ensure that the SITA customer / Client’s communicators can meet their operational requirements which consist of the production of multimedia including design, web content development and videography.

2. SCOPE OF BID

2.1. SCOPE OF WORK

The scope of work by the bidders is to:

- (a) Supply of Delivery of Huawei Matebook X Pro 2024 14” Touch Laptop-Ultra 9, 32GB Ram, 2TB SSD, Win 11 Pro, Blue.
- (b) For details of the requirements please refer to table 3.1 below.

2.2. DELIVERY ADDRESS

1.	BEAUFORT WEST	South Cape College, De Vries St,Beaufort West,6970
2.	BUFFALO CITY	Buffalo City College, St Marks Street, Southernwood East London, 5200

2.3. CUSTOMER INFRASTRUCTURE AND ENVIRONMENT REQUIREMENTS

EduMedia are currently using outdated devices that were procured by the Department several years ago. The current devices are no longer under warranty and are no longer adequately supported. They are also not used on the WC or ECG Network. The current devices have become outdated and increasingly limited in terms of performance, and compatibility with modern applications.

The Huawei MateBook X Pro 2024 14” Touch Laptop-Ultra 9 will provide students and staff with reliable, modern mobile devices that will allow them to perform administrative duties efficiently while away from the office. The devices will support productivity during

downtime and power outages, enabling users to remain connected and continue with essential work when access to office-based equipment is limited.

3. REQUIREMENTS

3.1. PRODUCT/ SERVICE / SOLUTION REQUIREMENTS

Supply & Delivery of Six Hundred (600) of Huawei MateBook X Pro 2024 14" Touch Laptop-Ultra 9 Laptop – On-Site support including an onsite Warranty support.

No	Description	Quantity
1	<u>SPECIFICATION:</u> Huawei MateBook X Pro 2024 14" Touch Laptop-Ultra 9,32GB Ram, 2TB SSD, Win 11 Pro, Blue. Colour Morandi Blue	600
2	Technical Specifications Storage RAM and ROM Capacities 32GB + 2TB M.2 NVMe PCIe Solid RAM Type LPDDR5X (Low-Power Double Data Rate 5X). ROM Specifications UFS M.2 NVMe PCIe 4.0 SSD USB -C to USB-A OTG Supported Display Size 14.2" OLED panel Resolution Single Monitor :Up to 8K resolution (7680 x 4320) at 60 Hz Wi-fi 6E Refresh Rate Maximum: 120Hz (60/90/144Hz) Touch Sampling Rate Maximum:1000nits Default: 1920 x 1200 (FHD+) at a 16:10 aspect ratio Windows 11 for better color accuracy Vivid mode: 80% DCI-P3 Colour Depth 1.07 billion colours	

	Pixel Density 45% NTSC Colour de Brightness Normal brightness:500nits (Typical) HBM brightness: 1200nits (Typica)	
		600

NO:	A detailed description of the service required	Quantity
1	SUPPLY & DELIVERY OF SIX HUNDRED (600) HUAWEI MATEBOOK X PRO 2024 14" TOUCH LAPTOP-ULTRA 9 FOR WESTERN AND EASTERN CAPE DEPARTMRNT OF HIGHER EDUCATION TRAINING (W & ECG).	

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 2	Technical Mandatory requirement evaluation	YES
Stage 3	Special Conditions of Contract verification	YES
Stage 4	Price / Preference Points evaluation	YES

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.
- (2) 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 –
 - (c) 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.
 - (d) in the correct format as one original document, one copy and two copies on memory stick / USB.
- (2) **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 (STAGE 2)

6.1. INSTRUCTION AND EVALUATION CRITERIA

- (1) 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”.
- (2) 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”.
- (3) 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”.
- (4) The bidder must comply with ALL the TECHNICAL MANDATORY REQUIREMENTS in order for the bid to proceed to the next stage of the evaluation.
- (5) No URL references or links will be accepted as evidence.

6.2. TECHNICAL MANDATORY REQUIREMENTS

TECHNICAL MANDATORY REQUIREMENTS	<i>Substantiating evidence of compliance (used to evaluate bid)</i>	<i>Evidence reference (to be completed by bidder)</i>
(1) BIDDER CERTIFICATION / AFFILIATION REQUIREMENTS The bidder's must be a certified reseller of <i>Huawei</i> including maintenance support	Attach to ANNEX B documentation (valid certificate, license, or membership card) indicating that the bidder is certified as a reseller for the Huawei devices including maintenance support. Note: SITA reserves the right to verify the information provided.	<provide unique reference to locate substantiating evidence in the bid response – see Annex B, section 11.1>

TECHNICAL MANDATORY REQUIREMENTS	Substantiating evidence of compliance <i>(used to evaluate bid)</i>	Evidence reference <i>(to be completed by bidder)</i>
(2) BIDDER EXPERIENCE AND CAPABILITY REQUIREMENTS The Bidder must have supplied Huawei MateBook ; to at least one (1) customers in the last Five (5) years (2019 to date)	Provide in Annex B reference details of at least one (1) customer to whom a project for the supply of Laptop solution was delivered in the last five (5) years. NB: SITA reserves the right to verify information provided	<provide unique reference to locate substantiating evidence in the bid response – see Annex B, section 11.2, table 1>
(3) PRODUCT / SERVICE FUNCTIONAL REQUIREMENT The bidder must confirm compliance to the functional Product / Service Functional supply of solution.	The bidder must confirm that they comply with the Product / Service Functional Requirements by completing Annex C: Addendum 1.	<provide unique reference to locate substantiating evidence in the bid response – see Annex B, section 11.3 and Annex C: Addendum 1>

6.3. DECLARATION OF COMPLIANCE

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

7. SPECIAL CONDITIONS OF CONTRACT

7.1. 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.
 - (a) 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 7.1(2) above.
- (4) The bidder must **complete the declaration of acceptance** as per section 7.3 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.

7.2. SPECIAL CONDITIONS OF CONTRACT

(1) CONTRACTING CONDITIONS

- (a) **Formal Contract.** The Supplier must enter into a formal written Contract (Agreement) with the SITA customer /Client.
- (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

- (a) The scope of work (Section 2.1) and Section 3 (Requirements) must be completed within 3 Months after the contract has been awarded to all below SITA buildings i.e. decommission, supply, install and configure.

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

WBS	Statement of Work	Delivery Timeframe
1.	for Western and Eastern Cape Department of Higher Education & Training (W & ECG), In 3.1	The bidder must supply equipment within 30 days period of the awarding of the bid. (a) The bidder must deliver the Huawei MateBook X Pro 2024 Ultra 9 laptop with specified specs.
2.	Provide Western and Eastern Cape Department of Higher Education with (600) Huawei MateBook X Pro 2024 Ultra 9.	SLA must be signed within 30 days period after the awarding of the bid

(4) **SERVICES AND PERFORMANCE METRICS**

The Supplier is responsible to provide the following services as specified in the Service Breakdown Structure (SBS):

SBS	Service Element	Service Grade	Service Level
1.	Huawei MateBook devices operation and functionality.	To be advised by the bidder	95% every month
2.	Corrective and Preventive Maintenance, and Support service	To be advised by the bidder	24 hours /Next business day
3.	Call Centre availability	To be advised by the bidder	08H00 – 16H00 (Monday -Friday) excl. public holidays
4.	Incident Response	To be advised by the bidder	Mean-time-to-respond: 24 hours
5.	Incident Restore	To be advised by the bidder	Mean-time-to-resolve: 48 hours
6.	Reporting (calls)	To be advised by the bidder	Monthly written service history reporting for all the services provided, detailing incidents and service requests logged, response and resolve times and call history

(5)

SUPPLIER PERFORMANCE REPORTING

- (a) Quarterly meetings to be scheduled between SITA /Client and Western and Eastern Cape Department of Higher Education service provider and also meetings from both sides.
- (b) The Supplier is required to generate regular reports as outputs during the maintenance and support cycle within the following service levels (the report type will drive the service level agreement; definition of the content of each report type will be finalised at the time of concluding the contracted service level agreement).

(6) CERTIFICATION, EXPERTISE AND QUALIFICATION

- (a) The Supplier must utilise at least two (2) technical employees who are OEM/OSM security system enterprise certified for the entire period of the contract.
- (b) The Supplier represents that,
 - (i) it has the necessary expertise, skill, qualifications and ability to undertake the work required in terms of the Statement of Work or Service Definition and;
 - (ii) it is committed to provide the Products or Services; and
 - (iii) perform all obligations detailed herein without any interruption to the Customer.
- (c) The Supplier must provide the service in a good and workmanlike manner and in accordance with the practices and high professional standards used in well-managed operations performing services similar to the Services;
- (d) The Supplier must perform the Services in the most cost-effective manner consistent with the level of quality and performance as defined in Statement of Work or Service Definition;
- (e) **Original Equipment Manufacturer (OEM) or Original Software Manufacturer (OSM) work.** The Supplier must ensure that work or service is performed by a person who is certified by Original Equipment Manufacturer or Original Software Manufacturer,
- (f) **SITA Regulations 12.3** require that before a Department concludes a contract, the Agency must conduct standard (**MIOS**) certification in respect of the goods or services in question. Bidders are required to attach **SITA PRODUCT CERTIFICATES** for all offered products. These certificates can be obtained from the **OEM**. Refer to the SITA Product Certification website for more information **www.sita-ct.co.za**

(7) LOGISTICAL CONDITIONS

- (a) **Hours of work**, 08h00 – 16h30.
- (b) Provision to be made for work which will be Saturday and Sunday at the Sita Office for two weekends.(N/A)

- (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.
- (f) **Support and Help Desk.** After hours helpdesk support is required for the period of the first three months per site during weekdays including weekends and public holidays.

(8) SKILLS TRANSFER AND TRAINING

The Supplier must transfer skills on the proposed solution or product to technical staff and operator to enable SITA to operate and support the product or solution after implementation.

(9) REGULATORY, QUALITY AND STANDARDS

- (a) The Supplier must for the duration of the contract ensure compliance with ISO/IEC General Quality Standards, ISO27001, and Protection of Personal Information Act (POPIA).
- (b) The Supplier must for the duration of the contract ensure compliance with General Quality Standards, ISO 9001

(10) 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

(11) 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.

(12) 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.

(13) INTELLECTUAL PROPERTY RIGHTS

- (a) 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.
- (b) 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.
- (c) SITA, at all times, owns all Intellectual Property Rights in and to all Bespoke Intellectual Property.
- (d) 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.

- (e) Provide SITA with the compliant safety file.

(14) 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.

(15) 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.

(16) 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.

(17) PREFERENCE GOAL REQUIREMENTS

- (a) The Bidder's **commitment** for the **Preference Goal Requirements** in this tender will be **legally binding** and the Bidder needs to **perform against their commitment** for the duration of the contract which will form part of the Contractual Agreement.
- (b) The Bidder **must sustain, or improve** the company's **BBBEE Level** for the duration of the contact which will form part of the Contractual Agreement.
- (c) **Performance of Preference Goal Requirements will be determined annually.** Bidders must submit their Preference status report indicating progress against the Bidder's Preferential commitments within 30 days of the yearly anniversary of the contract.
- (d) Bidders need to keep auditable substantive records / evidence and upon request by **SITA** must be made available for audit and, or due diligence purposes.

- (e) **SITA reserves the right to** require from a Bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim with regards to preferences, in any manner required by SITA.
- (f) **SITA reserves the right to** verify information / evidence provided by the Bidder.
- (g) **SITA reserves the right to** introduce a **penalty of 1%** of the overall annual year spent by **SITA** for the prior year if the Bidder fails to comply to **paragraphs (a), (b) and (c) above**.

(18) 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.

7.3. 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 7.2 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 7.2 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.		
Comments by bidder: Provide reason and proposal for each of the conditions not accepted as per the format: Condition Reference: Reason: Proposal:		

8. COSTING AND PREFERENCE

8.1. COSTING AND PREFERENCE EVALUATION

- (1) In terms of the SITA Preferential Procurement Policy (PPP), 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) The Applicable Preference Point system for this tender is the **80/20** preference point system.
- (3) Points for this tender shall be awarded for:
 - (a) Price; and
 - (b) Preference points for specific goals.
- (4) The maximum points for this tender will be allocated as follows, subject to par.2.

Table: Points allocation

Description	Points
Price	80
Preference points for specific goals	20
Total points for Price and preference points for specific goals	100

8.2. COSTING AND PREFERENCE CONDITIONS

1. SOUTH AFRICAN PRICING

The total price must be VAT inclusive and be quoted in South African Rand (ZAR).

2. TOTAL PRICE

- 2.1 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:
 - (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.
 - (d) SITA reserves the right to: negotiate pricing with the successful bidder prior to the award as well as envisaged quantities.

2.2 These conditions will form part of the Contract between SITA and the bidder. However, SITA reserves the right to include or waive the condition in the Contract.

2.3 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.

3. **RATE OF EXCHANGE PRICING INFORMATION**

- a) **Local Price** means the portion of the TOTAL price that is NOT dependent on the Foreign Rate of Exchange (ROE) and;
- b) **Foreign Price** means the portion of the TOTAL price that is dependent on the Foreign Rate of Exchange (ROE).
- c) **Exchange Rate** means the ROE (ZA Rand vs foreign currency) as determined at time of bid.

4. **BID EXCHANGE RATE CONDITIONS**

The bidders must use the exchange rate provided below to enable SITA to compare the prices provided by using the same exchange rate:

Foreign currency	South African Rand (ZAR) exchange rate
1 US Dollar	R17,75
1 Euro	R20,74
1 Pound	R23,93

8.3. DECLARATION OF ACCEPTANCE

	ACCEPT ALL	DO NOT ACCEPT ALL
(1) The bidder declares to ACCEPT ALL the Costing and Pricing conditions as specified in section 8 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 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 condition not accepted.		
Comments by bidder: Provide the condition reference, the reasons for not accepting the condition.		

8.4. PREFERENCE REQUIREMENTS

8.4.1 INSTRUCTION AND POINT ALLOCATION

- (1) **The bidder must complete in full all the PREFERENCE requirements.**
- (2) **Allocation of points per requirements:** The points allocation of bidders' responses to the requirements will be determined by the completeness, relevance and accuracy of substantiating evidence.
- (3) Points will be allocated for each **PREFERENCE requirement** as per the criteria set in each section in the **table 1** below.
- (4) **The bidder must provide a unique reference number** (e.g. binder/folio, chapter, section, page) to locate substantiating evidence in the bid response. During evaluation, SITA reserves the right to treat substantiation evidence that cannot be located in the bid response, as "NOT COMPLY". The evidence needs to be attached to **ANNEX B**.
- (5) **Preference Goal Requirements:**
 - (a) The applicable Preference Point system for this tender and points claimed is **80/20**.
 - (b) The specific Preferential Goal Requirements for this tender is indicated in **table 1** below.
 - (c) The Bidder must complete the **80/20** preference point system and submit proof or documentation required in terms of this tender.
 - (d) The Bidder **must** indicate their commitment to claim points for each of the preference points **by signing at par. 4.5 in the Invitation to Bid document**.
 - (e) Failure on the part of a bidder to submit proof or documentation required or to comply to paragraph (d) above in terms of this tender to claim preference points for the **Preference Goal Requirements** for this tender, will be interpreted to mean that preference points are not claimed.
 - (f) Failure on the part of a bidder to submit proof or documentation required in terms of this tender to claim preference points for the **Preference Goal Requirements** for this tender, will be interpreted to mean that preference points are not claimed.
 - (g) The Bidder's **commitment** for the **Preference Goal Requirements** in this tender will be **legally binding** and the Bidder needs to **perform against their commitment** for the duration of the contract which will form part of the Contractual Agreement.
 - (h) The Bidder **must sustain, or improve** the company's BBBEE Level for the duration of the contact which will form part of the Contractual Agreement.
 - (i) **Performance of Preference Goal Requirements will be determined annually.** Bidders must submit their Preference status report indicating progress against the

Bidder's Preferential commitments within 30 days of the yearly anniversary of the contract.

- (j) Bidders need to keep auditable substantive records / evidence and upon request by **SITA** must be made available for audit and, or due diligence purposes.
- (k) **SITA reserves the right to** require from a Bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim with regards to preferences, in any manner required by SITA.
- (l) **SITA reserves the right to** verify information / evidence provided by the Bidder.
- (m) **SITA reserves the right to** introduce a **penalty of 1%** of the overall annual year spent by **SITA** for the prior year if the Bidder fails to comply to **paragraphs (f), (g) and (h) above.**

Table 1: Preference Goal Requirements

Preferential Goal Requirements	Preferential Goal Requirements for (80/20) system		
Preferential Goal Requirements allocated for this tender	Number of points allocated (80/20) system (To be completed by the organ of state)	Substantiating evidence and evidence reference to be completed by bidder. Evaluation per requirement: Each requirement indicated in the tables below must be completed and points will be allocated based on the evidence required below for the (80/20) system	Evidence reference for the (80/20) system
BBBEE:	20,0		
The allocation of points for bidders that meet a certain B-BBEE level as defined in the Broad-Based Black Economic Empowerment Act;	20,0	Evidence: The Bidder must provide a copy of relevant proof of B-BBEE status level of contributor level as defined in the Broad-Based Black Economic Empowerment Act. Points allocation: Points will be allocated in line with the BBBEE table 1 in section 8.4.1.	<provide unique reference to locate (80/20) system substantiating evidence in the bid response – Annex B, section 11>
Total Point Allocation:	20,0		

Table 2: B-BBEE Points as part of the Preference Goal requirements.

B-BBEE Status Level of Contributor	Number of points (80/20 system)
Max # Points allocated for BBBEE as part of Total Points allocated	20
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

10. ABBREVIATIONS

BPM	Business Process Management
DG	Director-General
IT	Information Technology
OEM	Original Equipment Manufacturer
URL	Uniform Resource Locator
SCC	SPECIAL CONDITIONS OF CONTRACT
OSM	Original Software Manufacturer
COO	Chief Financial Officer
B-BBEE	Broadcast-Based Black Economic Empowerment
ISO/IEC	International Organization for Standardization /International Electronica Commission
POPIA	Protection of Personal Information Act
SITA	State Information Technology Agency
SBS	Service Breakdown Structure
GCC	General Conditions of Contract
SCC	Special Conditions of Contract
OS	Operating system
MS	Microsoft

11. MANDATORY REQUIREMENT EVIDENCE

11.1 BIDDER CERTIFICATION / AFFILIATION REQUIREMENTS

Attach a documentation (valid certificate, license, or membership card) indicating that the bidder is certified as a reseller for the Huawei' here.

11.2 BIDDER EXPERIENCE AND CAPABILITY REQUIREMENTS

Complete table below, noting that:

- a) Bidder must provide reference details of at least one (1) customer to whom at least one (1) project for the supply of Huawei 's; were delivered and warranty cover was provided; and
- b) Project end-date must be current or not older than 5 years from date this bid is advertised,
- c) Scope of work must be related.

Table 1: References

No	Company name	Reference Name, Tel and/or email	Person and/or work	Project Scope of	Project Start and End-date
1	<Company name>	<Person Name> <Tel> <email>	< Provide the details of the scope for Supply of Huawei MateBook X Pro 2024 Ultra 9 Devices>		Start Date: End Date:
2	<Company name>	<Person Name> <Tel> <email>	< Provide the details of the scope for Huawei MateBook X Pro 2024 Ultra 9'' Devices provided >		Start Date: End Date:

11.3 PRODUCT / SERVICE FUNCTIONAL REQUIREMENT

The bidder must confirm that they comply with the Product / Service Requirements by completing Annex C: Addendum 1.

11.4 PREFERENTIAL GOAL REQUIREMENTS

The Bidder **must**:

- (a) **Preference Goal Requirements: (80/20 system)**
 - (i) Provide a copy of relevant proof of B-BBEE status level of contributor as defined in the Broad-Based Black Economic Empowerment Act as set out in **table 1** in section 8.4.1 and **attach it here**.
and,
- (b) Indicate their **commitment** to claim points for each of the preference points **by signing at par 4.5 in the Invitation to Bid document**.

NOTE (1):

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

ANNEX C: ADDENDUM 1

NB: The bidder must confirm that they comply with the following Service / Product Functional Requirements as indicated in this document as this will be legal contractual binding:

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: