



## **SPECIFICATION/REQUIREMENTS VMWARE SUBSCRIPTION RENEWAL**

### **1. Background**

Legal Aid SA is a national public entity established in terms of section 2 of the Legal Aid South Africa Act 39 of 2014; a key contributor to South Africa's constitutional democracy, providing quality legal services to indigent and vulnerable persons. The organization has a national footprint, and its culture is rooted in leadership, driven by the value and advancement of human rights. Legal Aid SA invites reputable and suitably qualified service providers to Supply subscription for VMware vSphere Foundation renewal for a period of three years. Bidders are also requested to respond with a soft copy.

### **2. Technical Requirements**

Supply renewal of subscription for VMware vSphere Foundation renewal and support for Legal Aid SA which will be expiring on 31 March 2026 to be renewed for a period of 36 months.

**Table 1: Required License renewals**

| <b>Contract number</b> | <b>Contract Line Number</b> | <b>SKU/Part Number</b> | <b>Descriptions</b>                       | <b>Qty</b>    | <b>Start date</b> |
|------------------------|-----------------------------|------------------------|---|---------------|-------------------|
| <b>52985379</b>        | 1                           | VCF-VSP-FND-3Y         | VMware vSphere Foundation 3-Years         | 256 cores     | 01April 2026      |
| <b>53040251</b>        | 1                           | VCF-VLR-PVM            | VMware Live Recovery Protected VM 3-Years | 1 with 25 VMs | 01April 2026      |

### **3. Scope of work**

Supply the subscription for VMware vSphere Foundation and VMware Live Recovery renewal and support as per specifications on Table 1 above. Provision of licenses will be made by the Legal Aid SA team.

- a) The service provider should ensure that all the required numbers and versions of the VMware Software licenses are provided.
- b) The service provider should negotiate escrow agreement that will ensure that should the License manufacture get bankrupt an alternative organization will be granted license software code to continue providing develop and upgrade VMware license.
- c) The supplier will be responsible for ensuring that licenses purchased are not shared with any other company and strictly allocated to Legal Aid South Africa.
- d) All licenses purchased in terms of this agreement must be accompanied by support agreement for VMware vSphere Foundation and VMware Live Recovery (VLR) renewal for a period of 36 months or until they reach the expiration date.
- e) The service provider must ensure that after the licenses are supplied to Legal Aid South Africa, the ongoing support will be managed by OEM.

### **4. Pre-qualification criteria**

- a) Failure to meet any of the following criteria will lead to disqualification of the BID.
- b) The service provider MUST be an accredited partner of MBcom licenses reseller program. The bidder must supply a letter or certificate issued by Broadcom (OEM) as proof of being an authorized partner in the MBcom licenses reseller program.

### **5. Evaluation criteria**

- a) Functionality Evaluation Stage: functionality will be scored against the following criteria on Table 2. Please note that bidders will be disqualified if the minimum score of 80 points is not achieved.

Table 2: Functional Evaluation Criteria

| Max Points | Criteria   | Points    |
|------------|--|-----------|
|            | <b>A. Company Experience</b>   |           |
| 10         | A company profile with more than three (3) years of industry experience relevant to the RFP is provided. The profile clearly outlines the company's national geographical footprint, relevant client list, and projects completed.                           | <b>10</b> |
|            | <b>Company Industry Experience Years</b>   | <b>10</b> |
|            |  |           |
|            | More than three (5) years' industry experience   | <b>10</b> |
|            | 4 years' industry experience   | <b>8</b>  |
|            | 2 years' industry experience   | <b>6</b>  |
|            | 1 years' industry experience   | <b>4</b>  |
|            | No industry experience   | <b>0</b>  |
|            | <b>B. Written references</b>   |           |
| 10         | The service provider must provide reference letters from contactable references for the provision of similar services which are not older than 3 years. Reference Letter must include, but not limited to, the following minimum information to be accepted: | <b>10</b> |
|            | Name of Referee  |           |
|            | Contract Start & End date  |           |
|            | Contact Person (Full Names)  |           |
|            | Job Title  |           |
|            | Email Address /Telephone Numbers   |           |
|            | Signature  |           |
|            | 3 or more positive letters and not older than 3 years.   | <b>10</b> |
|            | 2 positive letters not older than 3 years  | <b>6</b>  |
|            | 1 positive letter not older than 3 years   | <b>2</b>  |
|            | No reference letter attached   | <b>0</b>  |
|            | <b>C. Technical requirements</b>   |           |
| 70         | 1. Proposal meets the number of licences as per table 1 with VVF 256 Cores and 1 SRM with 25 VMs   | <b>70</b> |
|            | 2. Proposal does not meet number of licences as per table 1.   | <b>0</b>  |
|            | <b>D. Service Level Agreement for Support and Maintenance</b>  |           |

| Max Points   | Criteria  | Points     |
|--------------|---|------------|
| 10           | The service provider must provide a proposed Service Level Agreement. The SLA must be detailed and must include, but not limited to, the following: |            |
|              | • Outline the Responsibilities of the Service Provider  |            |
|              | • Outline the Responsibilities of the Legal Aid SA  |            |
|              | • Limitations of the Service Provider   |            |
|              | • Penalties Clause  |            |
|              | SLA complies with the specification   | 10         |
|              | SLA does not comply with requirements   | 0          |
| <b>TOTAL</b> |   | <b>100</b> |

Bidders must score a minimum of 80 points on functionality to proceed to the next stage of evaluation. Bidders scoring less than 80 points will not be evaluated further.

Qualifying bidders will be evaluated in terms of the Preferential Procurement Policy Framework Act regulations, on the 80/20 points system, where Price = 80 points and B-BBEE rating = 20 points.

## 6. Financial capacity and PFMA payment terms

6.1 The service provider must comply with Table 3 below.

6.2 Price needs to be provided in South African Rand inclusive of value-added tax (VAT), with provision made for escalations and exchange rate fluctuations.

6.3 Even though the contract is for three years, the license renewals will be paid annually in tranches of three years as per the new National Treasury regulations.

### 6.4 No advance payments

Legal Aid South Africa does not make any upfront or advance payments. All goods and services will be paid in arrears in line with the Public Finance Management Act and the applicable Treasury Regulations.

### 6.5 Purchase Order and invoice process

6.5.1 Upon receipt of a purchase order, the successful bidder must procure the required licenses at its own cost.

6.5.2 Delivery is achieved when the following are provided to Legal Aid South Africa:

6.5.2.1 OEM entitlement confirmation or license assignment into the Legal Aid South Africa tenant or portal.

- 6.5.2.2 Contract or subscription numbers, core counts, and start and end dates that match the purchase order.
- 6.5.2.3 An acceptance certificate signed by Legal Aid South Africa after verification.
- 6.5.2.4 Only after acceptance may the bidder submit an invoice.

## **6.6 Payment terms**

- 6.6.1 Valid and correct invoices will be paid within thirty calendar days of receipt, subject to acceptance as described in 6.5.
- 6.6.2 Invoices must quote the purchase order number, the OEM contract numbers, the quantity and description supplied, and the service period covered.

## **6.7 Delivery time frames and remedies**

- 6.7.1 Licence entitlements must be delivered within five business days of purchase order unless otherwise agreed in writing.
- 6.7.2 If the bidder fails to deliver within the required time, Legal Aid South Africa may impose penalties, procure from an alternative source at the bidder cost, or terminate for default.

## **6.8 Evidence and audit**

The bidder must retain proof of purchase and entitlement and make all records available for inspection by Legal Aid South Africa, internal audit, or the Auditor General upon request.

Table 3: Pricing table

| Item Number | Product Number | Product Description  | Qty           | Unit Price (Ex Vat) | Line total | Year 1<br>April 2026-March 2027 | Year 2<br>April 2027-March 2028 | Year 3<br>April 2028-March 2029 | Total |
|-------------|----------------|--|---------------|---------------------|------------|---------------------------------|---------------------------------|---------------------------------|-------|
|             |                | VMware Renewal Quote for Contract No. 52985379 and 53040251  |               |                     |            |                                 |                                 |                                 |       |
| 1           | VCF-VSP-FND-3Y | VMware vSphere Foundation Subscription and support (3-Years) | 256 cores     |                     |            |                                 |                                 |                                 |       |
| 2           | VCF-VLR-PVM    | VMware Live Recovery Subscription and support VM 3-Years     | 1 with 25 VMs |                     |            |                                 |                                 |                                 |       |
|             |                |  |               | Sub Total           |            |                                 |                                 |                                 |       |
|             |                |  |               | VAT                 |            |                                 |                                 |                                 |       |
|             |                |  |               | Total (Incl Vat)    |            |                                 |                                 |                                 |       |
|             |                |  |               |                     |            | Grand Total (Incl Vat)          |                                 |                                 |       |