



**Annexure 1: Bid Specification:**

**RFB 3137-2025: REQUEST FOR BID FOR THE PROCUREMENT OF A NETSCOUT NPOINTS 3-YEAR MAINTENANCE AND SUPPORT AGREEMENT FOR THE PROVINCIAL GOVERNMENT WESTERN CAPE.**

**TECHNICAL, PRICING AND PREFERENCE POINTS REQUIREMENTS**

Contents

[1. Introduction and background 3](#_Toc203743585)

[1.1 Purpose 3](#_Toc203743586)

[1.2 Background 3](#_Toc203743587)

[2. Scope of bid 3](#_Toc203743589)

[2.1 Scope of Work 3](#_Toc203743590)

[2.2 Delivery address 3](#_Toc203743591)

[2.3 SITA Infrastructure and environment requirements 4](#_Toc203743592)

[2.3.1 PGWC NetScout NPoints Infrastructure 4](#_Toc203743593)

[3. Requirements 4](#_Toc203743594)

[3.1 Product / Service / Solution Requirements 4](#_Toc203743595)

[3.1.1 Maintenance And Master\_Care Support 4](#_Toc203743596)

[Maintenance and Support for NetScout NPoint Solution: Current base 4](#_Toc203743597)

[3.1.2 Professional Services 4](#_Toc203743598)

[3.2 Service Elements 4](#_Toc203743599)

[3.2.1 Professional service 4](#_Toc203743600)

[3.2.2 Full-Service Agreement 5](#_Toc203743601)

[3.2.3 Fault logging management 5](#_Toc203743602)

[4. Bid Evaluation Stages 6](#_Toc203743605)

[4.1 Mandatory Administrative responsiveness (Stage 1) 6](#_Toc203743606)

[4.1.1 Attendance of briefing session 6](#_Toc203743607)

[4.1.2 Registered Supplier 6](#_Toc203743608)

[4.1.3 Bid Submission Instruction 6](#_Toc203743609)

[4.2 Technical returnable documents 7](#_Toc203743610)

[4.2.1 Instruction and evaluation criteria 7](#_Toc203743611)

[4.2.2 Technical mandatory requirements (Stage 2) 7](#_Toc203743612)

[1. Bidder Certification/ Affiliation Requirements 7](#_Toc203743613)

[2. Bidder Experience and Capability Requirements 8](#_Toc203743614)

[3. Special Condition of Contract 8](#_Toc203743615)

[4.3 Special Conditions of Contract Verification (Stage 3) 9](#_Toc203743616)

[4.3.1 Special Conditions of Contract 9](#_Toc203743617)

[4.3.2 Declaration of compliance and acceptance SCC 14](#_Toc203743618)

[4.4 Price and Preference Points Evaluation (Stage 4) 15](#_Toc203743619)

[Annex A: Bidder substantiating evidence 21](#_Toc203743620)

[5. Technical Mandatory Requirement Evidence 21](#_Toc203743621)

[5.1 Bidder Certification / Affiliation Requirements 21](#_Toc203743622)

[5.2 Bidder Experience and Capability Requirements 21](#_Toc203743623)

[5.3 Special Conditions of Contract 22](#_Toc203743624)

[5.4 Preference Points Preferential Goals Evidence 22](#_Toc203743625)

# Introduction and background

## Purpose

The purpose of this **Request for Bid** (**RFB**) is to invite Suppliers (hereinafter referred to as “bidders”) to submit bids for the “Procurement of a NetScout NPoints 3-year maintenance and support agreement for the Provincial Government Western Cape (PGWC)”.

## Background

# SITA deployed the current NetScout NPoint Network Management tool to monitor the Virtual Private Networks (VPN’S) for the Provincial Government of Western Cape (PGWC), in particular, the solution provides network monitoring for PGWC schools, and Corporate VPN. The solution delivers always-on (24x7) automated monitoring for the Wide Area Network (WAN), Local Area Network (LAN) and application environment. This assists WCG to manage and isolate issues between the configuration items (CI) they own with the multitude of service providers they use, thus enhancing the end user experience.

# The NetScout NPoints has the ability to associate service delivery with supporting infrastructure to determine the performance of the network and identify the root cause of performance degradations. This in turn further identifies the peak load conditions at which the network could fail to handle required processing loads within required time spans, by doing Business Transaction Tests (BTT).

# Scope of bid

## Scope of Work

The scope of work for the bidders is as follows:

1. Master Care Maintenance: Maintenance on the following NetScout NPoint Solution user licenses:
	1. The 50 pack of NetScout nGeniusPULSE Virtual NPoints software with licenses that allows 50 Virtual NPoints to be implemented on Desktop or Laptops as quantified by the Eastern Cape Government (WCG).
	2. The 50 pack of NetScout nGeniusPULSE Hardware NPoints with WI-FI, licenses and power supplies that allows for 50 hardware NPoints to be implemented on the Local Area Network (LAN).
	3. The nGeniusPULSE Server Hardware Appliance in the SITA Switching Centres that will enable SITA/PGWC to monitor up to 25,000 workflow Elements and up to 1,500 NPoints.
2. Training of 5 x PGWC/SITA Technical Administrators and 5 x PGWC/SITA system users.
3. Professional services: Contractor services/support for the additional customization of the solution to cater for specific integration and Business Transition Testing requirements not included as part of standard maintenance.

## Delivery address

**The address where the required services must be delivered is**, SITA House Fir Street Black River Park Observatory, Western Cape, **Contact Person**: Dries Hattingh

## SITA Infrastructure and environment requirements

### PGWC NetScout NPoints Infrastructure



# Requirements

## Product / Service / Solution Requirements

### Maintenance And Master\_Care Support

### Maintenance and Support for NetScout NPoint Solution: Current base

|  |  |  |
| --- | --- | --- |
| **No.** | **Product Description** | **No. of Licenses** |
| 1. | SUPP-MSTC nGeniusPULSE Virtual NPoint 2000v Master care Support 9PJ510  | 50 |
| 2. | SUPP-MSTC nGeniusPULSE Hardware NPoint 3000H Master care Support 5PJ522 | 50 |
| 3. | SUPP-MSTC nGeniusPULSE Server - Hardware Appliance, Master care Support 5PHH1L  | 1 |

### Training

|  |  |  |  |
| --- | --- | --- | --- |
| **NO** | **Item Code** | **Item Description** | **Quantity** |
|  | Training | WAN / SITA Technical Administrator  | **5** |
|  | Training | WAN / SITA / PGWC User | **5** |

### Professional Services

|  |  |  |  |
| --- | --- | --- | --- |
| No. | Item Code | Item Description | Quantity |
|  | Prof-Service | Manage Service and Configuration upgrades on-site = 1 day per week for 36 Months  | 52 x 3 |

## Service Elements

### Professional service

1. Manage Service and Configuration, BTT upgrades on-site for 1 day per week for 36 Months.

### Full-Service Agreement

1. Provide OEM support and maintenance for the PGWC NetScout NPoints (hardware and software) for a period of 36 months.
2. Professional service (3rd line support) on site – As per Maintenance and support of project

### Fault logging management

1. The supplier shall provide local standard support (email and telephonic tier 1 local support) to SITA during Business Day hours where Business Day means 08:00 to 17:00 South African time, Monday through Friday inclusive except for public holidays as gazetted by the government of the Republic of South Africa
2. The supplier shall provide a 24/7 call out service with a single contact facility, available via e-mail, telephone, etc. for 24-hour call logging services. A Service Assurance process which will identify escalation processes will be agreed between both parties (vendor/supplier and SITA) to ensure management and escalation of any incidents by the SITA NOC or any other SITA employee responsible for the management of this service.
3. Maintenance and support for all equipment in this bid is required at the following service levels:
	1. Maximum time to Respond: All faults/incidents on hardware and software are required to be confirmed with a reference number when the call is logged on the official incident management tool, within the time limits specified in the Service Breakdown Structure (SBS) table above.
	2. Maximum time to resolve / Repair: Hardware and software to be repaired and services restored, from the time that the problem is logged, within the time limits specified in the Service Breakdown Structure (SBS) table above

| **SBS** | **Service Element** | **Service Grade** | **Service Level** |
| --- | --- | --- | --- |
|  | Online web availability for self-service and case management of faults logged. | Normal | 24h x 7days x 52 weeks |
|  | Telephone support for Severity 1 cases via a single telephone number (by country) | Normal | Supplier must provide 24h x 7days x 52 weeks support for all Severity 1 cases. |
|  | Local standard support services | Normal | * Supplier must provide single point of contact for fault reporting and tracking.
* Supplier must provide Tracking of call lifecycle both for SITA and the Vendor.
 |
|  | Standard maintenance services | Normal | Supplier must provide product updates and software patches to SITA, if required. |

# Bid Evaluation Stages

The bid evaluation process consists of **four** stages, according to the nature of the bid. A bidder must qualify for each stage to be eligible to proceed to the next stage of the evaluation. The stages are:

Table 1: Bid Evaluation Stages

|  |  |  |
| --- | --- | --- |
| **Stage** | **Description** | **Applicable for this bid YES** |
| Stage 1  | Mandatory Administrative responsiveness | YES |
| Stage 2  | Technical Mandatory responsiveness  | YES |
| Stage 3 | Special Conditions of Contract verification | YES |
| Stage 4 | Price and Preference Points Evaluation | YES |

## Mandatory Administrative responsiveness (Stage 1)

### Attendance of briefing session

1. A **Compulsory virtual briefing session** will be held. The bidder must sign the briefing session attendance register using the same information (bidder company name, bidder representative person name and contact details) as submitted in the bidder’s response document. Any bidder who fails to attend the compulsory briefing session will be disqualified.
2. In the case of joint ventures or consortiums the bidder must demonstrate that at least one of the parties to the bid response attended the briefing session.

### Registered Supplier

1. Only responses from bidders who are registered as a Supplier on National Treasury’s Central Supplier Database (CSD) in terms of National Treasury’s Instruction Note 4A of 2016/17 will be considered for award on this RFB.

### Bid Submission Instruction

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

1. **Envelope 1: RFB Document and Technical / Functionality Response**

The following must be included and submitted in a in a separate envelope:

* 1. One (1) original file excluding pricing; **and**
	2. One (1) hard copy excluding pricing; **and**
	3. Two (2) electronic copies on USB memory stick/ flash drive in Portable Document Format (PDF) of the RFB Document and Technical / Functionality Response.
1. **Envelope 2: Price Response**

The following must be included and submitted in a in a separate envelope:

* 1. One (1) original file excluding Technical / Functionality Response; and
	2. One (1) hard copy excluding Technical / Functionality Response; and
	3. Two (2) electronic copies on USB memory stick/ flash drive in Portable Document Format (PDF) of pricing only.
1. It is the Bidder’s responsibility to ensure that the information and contents on the electronic copies is the same as in the hard copies.
2. To ensure that the electronic copies are not damaged, the bidder must submit the USB’s (memory stick/ flash drive) in a sealed padded envelop and be clearly marked.
3. Bidders shall submit proposal responses in accordance with the prescribed manner of submission as specified above. **Failure to comply with the above instructions on submitting a proposal will lead to disqualification.**
4. The **RFB** Responses (hard and electronic copies) must be clearly marked as follows: Bidder’s Name & Contact Details, **RFB** Number, **RFB** Description, and Closing Date.
5. All Bids in this regard shall only be accepted if they have been placed in the tender box before or on the closing date and stipulated time.
6. Late bids shall not be considered.
7. The proposal must be signed by an authorised employee, agent or representative of the bidder. The proposal must bear the initials of the signatory at the bottom of every page as an indication that the bidder has familiarised itself with the terms and conditions of this **RFB** document.
8. Faxed or e-mailed bids will not be accepted.
9. Bidders shall submit proposal responses in accordance with the prescribed manner of submission as specified in this document. **Failure to comply with the bid submission requirements will lead to disqualification.**
10. Bidders are required to submit all returnable documents/information together with their Bids/proposals on or before the closing time and date of the Bids/proposals.
11. All services supplied in accordance with the bidder’s proposal must be in accordance with all applicable legal requirements in terms of South African law, policies and regulations.

## Technical returnable documents

### Instruction and evaluation criteria

1. The bidder must comply with ALL the requirements as per the Technical Mandatory Requirements below by providing substantiating evidence in the form of documentation or information, failing which it will be regarded as “NOT COMPLY”.
2. The bidder must provide a unique reference number (e.g. binder/folio, chapter, section, page) to locate substantiating evidence in the bid response.
3. The bidder must comply with ALL the TECHNICAL MANDATORY REQUIREMENTS in order for the bid response to proceed to the next stage of the evaluation.

### Technical mandatory requirements (Stage 2)

Table 2: Technical Mandatory Requirements

| **Mandatory Requirements** | **Substantiating evidence of compliance (used to evaluate bid)** | **Evidence reference (to be completed by bidder)** |
| --- | --- | --- |
| 1. Bidder Certification/ Affiliation Requirements |
| **The bidder must be an accredited partner/reseller, accredited by the Original Equipment Manufacturer (OEM)/ Original Software Manufacturer (OSM) to supply, maintain and support a NETSCOUT solution.** | Attach to **ANNEX A**, a copy of valid letter as proof that the bidder is an accredited partner/reseller accredited by the OEM/OSM to supply, maintain and support a **NETSCOUT Solution.****NOTE (1):**The letter must clearly indicate the following information below:(a) The Regulator name (OSM); **and**(b) The Bidder’s name; **and**(c) The date it was issued; **and**(d) if applicable, the expiry date.**NOTE (2):** SITA reserves the right to verify information provided. | <provide unique reference to locate substantiating evidence in the bid response – **see Annex A, par 5.1**> |
| 2. Bidder Experience and Capability Requirements |
| The bidder must have supplied, maintained and supported a **NETSCOUT Solution** to at least one (01) customer during the past three (03) years from publication date of this bid. | The bidder must provide to **ANNEX A** reference details from at least one (01) customer to whom a **NETSCOUT Solution** was supplied, maintained and supported in the past three (03) years from publication date of this bid:**NOTE (1):**The Bidder must provide all of the following information when completing **Table 6**:(a) Company name; and(b) Reference Person Name, Tel and/or email; and(c) Project Scope of Work; and(d) Project Start and End-date.**NOTE (2):** Failure to complete **Table 6** fully as indicated above will result in disqualification.**NOTE (3):** SITA reserves the right to verify information provided. | <provide unique reference to locate substantiating evidence in the bid response – **see Annex A, par 5.2, table 6**> |
| 3. Special Condition of Contract |
| Bidder **must accept ALL** the Special Conditions of Contract | The Bidder **must accept ALL** the Special Conditions of Contract by completing and signing the declaration of Acceptance in the Declaration of Compliance and Acceptance under the Special Conditions **(Section 4.3.2)**. **NOTE (1):**Failure to **accept ALL** the Special Conditions of Contract will result in disqualification. | <Provide unique reference to locate substantiating evidence in the bid response – **see Annex A, par 5.3**> |

## Special Conditions of Contract Verification (Stage 3)

1. The successful supplier will be bound by Government Procurement: General Conditions of Contract (GCC) as well as this Special Conditions of Contract (SCC), which will form part of the signed contract with the successful Supplier. However, SITA reserves the right to include or waive the condition in the signed contract.
2. SITA reserves the right to:
	1. Negotiate the conditions; or
	2. Automatically disqualify a bidder for not accepting these conditions; or
3. In the event that the bidder qualifies the proposal with own conditions and does not specifically withdraw such own conditions when called upon to do so, SITA will invoke the rights reserved in accordance with subsection 4.3. (b) above.

### Special Conditions of Contract

#### Contracting Conditions

1. **Formal Contract** - The supplier must enter into a formal written contract (agreement) with SITA.
2. **Right to Audit** - SITA reserves the right, before entering into a contract, to conduct or commission an external service provider to conduct a financial audit or probity to ascertain whether a qualifying bidder has the financial wherewithal or technical capability to provide the goods and services as required by this tender.

#### Delivery Address

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

#### Services and Performance Metrics

1. The bidder is responsible to provide the following services as specified in the Service Breakdown Structure (SBS):
	1. **Operational MTTR Resolve: Response and Repair Times -** The Bidder must perform corrective maintenance within predefined response and repair times. Maximum Time To Repair in all cases (Full Service Agreement) will be sixteen (16) working hours for the NetScout NPoints Solution incidents.
	2. **Mission Critical MTTR Resolve: Response and Repair Times - The Bidder must perform corrective maintenance within predefined response and repair times.**
	3. **Maximum Time to Repair in all mission critical cases (Full-Service Agreement) will be one (1) working day for all NetScout incidents**

#### Supplier Performance Reporting

1. Reports need to be provided of meetings.
2. Bidders need to ensure reporting on all new versions of release for NetScout NPoint Solution.

#### Certification, Expertise and Qualification

1. The bidder certifies that:
	1. it has the necessary expertise, skill, qualifications and ability to undertake the work required in terms of the Statement of Work or Service Definition
	2. it is committed to provide the Products or Services; and
	3. perform all obligations detailed herein without any interruption to the Customer
	4. it has been certified for the Products and Services required
2. The bidder must comply to SITA implementation requirements.

#### Logistical Conditions

1. **Hours of Work**
	1. Office hours are defined as business working hours of the customer and is Mondays to Fridays between 07:30 and 16:00
	2. After hours of the customer during weekdays are from16:00 to 07:30
	3. All mission critical sites will be managed on a 24 x 7 x 365 basis
2. **Client environment**
	1. In the event that SITA grants the bidder access to NetScout NPoint Solution to provide professional services they will adhere to NDA.
3. **Tools of Trade**
	1. The bidder is expected to use its own resources (cell phone, laptops etc) to communicate with its own offices or outside of the SITA/Client buildings, including all tools and equipment to render the services effectively.
4. **Remedy ARS Support**
	1. All Incidents will be logged on ITSM
	2. All Incidents will be escalated to bidder on the ARS / ITSM system

#### Regulatory, Quality and Standards

1. Products used to deliver the goods /services must comply with Quality check and standards

#### Personnel Security Clearance

1. Company security screening: The supplier may be required to undergo a company security screening conducted by the State Security Agency (SSA). Should the SSA find the supplier not suitable after the conduct of the security screening, the business relationship will be terminated. The following documentation will be required for the company security screening process to be conducted:
2. Copy of company registration documentation.
3. Copy(ies) of identity documentation of Director(s), Member(s) or Trustee(s);
4. Copy of valid tax clearance certificate.
5. Security suitability check for individuals: SITA/Department may, at its own discretion and in line with its policies and procedures, require employees of the supplier to be subjected to a security suitability check before commencement of a project or delivering of a service. The security suitability check is conducted by SIT/Department to ensure that individuals meet the minimum-security requirements and also to verify personal information. The supplier will be required to replace any employee(s) who is found to be not suitable after the conduct of the security screening. The following documentation will be required for the security suitability check:
6. Copy of identity document.
7. Copy(ies) of qualification(s) if SIT/Department requires verification thereof.
8. Fingerprints – will be taken electronically.
9. Signed consent form for the conduct of background checks.
10. Security clearance: A security clearance, issued by either the SSA or Defence Intelligence (DI) is required if any employee of the supplier will have or may gain access to classified information throughout the duration of the project or in the process of delivering a service. The level of security clearance required – Confidential, Secret or Top Secret, will be determined at the sole discretion of SITA/Department**.**  The supplier will have to replace any employee who do not qualify for a security clearance or is found not suitable by the SSA or DI. The following documentation will be required for the security clearance process:
11. Completed Z204 or DD1057 security clearance application form.
12. Fingerprints.
13. Personal documentation of the applicant, including but not limited to, identity document, passport, marriage certificate (if applicable), divorce order (if applicable), qualifications, salary advice and bank statements.

#### Confidentiality and non -disclosure conditions

1. it may be stored, which is not in the public domain, and which becomes available or The Supplier, including its management and staff, must before commencement of the Contract, sign a non-disclosure agreement regarding Confidential Information
2. Confidential Information means any information or data, irrespective of the form or medium in which accessible to a Party as a consequence of this Contract, including information or data which is prohibited from disclosure by virtue of:
	1. the Promotion of Access to Information Act, 2000 (Act no. 2 of 2000);
	2. being clearly marked "Confidential" and which is provided by one Party to another Party in terms of this Contract.
	3. being information or data, which one Party provides to another Party or to which a Party has access because of Services provided in terms of this Contract and in which a Party would have a reasonable expectation of confidentiality.
	4. being information provided by one Party to another Party in the course of contractual or other negotiations, which could reasonably be expected to prejudice the right of the non-disclosing Party.
	5. being information, the disclosure of which could reasonably be expected to endanger a life or physical security of a person.
	6. being technical, scientific, commercial, financial and market-related information, know-how and trade secrets of a Party;
	7. being financial, commercial, scientific or technical information, other than trade secrets, of a Party, the disclosure of which would be likely to cause harm to the commercial or financial interests of a non-disclosing Party; and
	8. being information supplied by a Party in confidence, the disclosure of which could reasonably be expected either to put the Party at a disadvantage in contractual or other negotiations or to prejudice the Party in commercial competition; or
	9. information the disclosure of which would be likely to prejudice or impair the safety and security of a building, structure or system, including, but not limited to, a computer or communication system; a means of transport; or any other property; or a person; methods, systems, plans or procedures for the protection of an individual in accordance with a witness protection scheme; the safety of the public or any part of the public; or the security of property; information the disclosure of which could reasonably be expected to cause prejudice to the defence of the Republic; security of the Republic; or international relations of the Republic; or plans, designs, drawings, functional and technical requirements and specifications of a Party, but must not include information which has been made automatically available, in terms of the Promotion of Access to Information Act, 2000; and information which a Party has a statutory or common law duty to disclose or in respect of which there is no reasonable expectation of privacy or confidentiality;
3. Notwithstanding the provisions of this Contract, no Party is entitled to disclose Confidential Information, except where required to do so in terms of a law, without the prior written consent of any other Party having an interest in the disclosure.
4. Where a Party discloses Confidential Information which materially damages or could materially damage another Party, the disclosing Party must submit all facts related to the disclosure in writing to the other Party, who must submit information related to such actual or potential material damage to be resolved as a dispute.
5. Parties may not, except to the extent that a Party is legally required to make a public statement, make any public statement or issue a press release which could affect another Party, without first submitting a written copy of the proposed public statement or press release to the other Party and obtaining the other Party's prior written approval for such public statement or press release, which consent must not unreasonably be withheld.

#### Guarantee and warranties

1. The supplier confirms that:
	1. The warranty of goods supplied under this contract remains valid for the duration of the contract after the goods were delivered, installed and commissioned with a sign off, including the clients signature
	2. 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.
	3. The Product is in good working order, free from Defects in material and workmanship, and substantially conforms to the Specifications, for the duration of the Warranty period.

#### Intellectual Property Rights

1. SITA retains all Intellectual Property Rights in and to SITA's Intellectual Property. As of the Effective Date, the Supplier is granted a non-exclusive license, for the continued duration of this Contract, to perform any lawful act including the right to use, copy, maintain, modify, enhance and create derivative works of SITA's Intellectual Property for the sole purpose of providing the Products or Services to SITA pursuant to this Contract; provided that the Supplier must not be permitted to use SITA's Intellectual Property for the benefit of any entities other than SITA without the written consent of SITA, which consent may be withheld in SITA's sole and absolute discretion. Except as otherwise requested or approved by SITA, which approval is in SITA's sole and absolute discretion, the Supplier must cease all use of SITA's Intellectual Property, at of the earliest of:
	1. termination or expiration date of this Contract.
	2. the date of completion of the Services; and
	3. the date of rendering of the last of the Deliverables
2. If so required by SITA, the Supplier must certify in writing to SITA that it has either returned all SITA Intellectual Property to SITA or destroyed or deleted all other SITA Intellectual Property in its possession or under its control
3. SITA, at all times, owns all Intellectual Property Rights in and to all Bespoke Intellectual Property.
4. Save for the license granted in terms of this Contract, the Supplier retains all Intellectual Property Rights in and to the Supplier’s pre-existing Intellectual Property that is used or supplied in connection with the Products or Services
5. Provide SITA with the compliant Occupational Health and Safety File (required on site for period of installation and proof of compliance).

#### General

1. The supplier will be bound by Government Procurement: General Conditions of Contract.
2. (GCC) as well as this Special Conditions of Contract (SCC), which will form part of the signed contract with the Supplier. However, SITA reserves the right to include or waive the condition in the signed contract.
3. SITA reserves the right to:
	1. Negotiate the conditions, or
	2. Automatically disqualify a bidder for not accepting these conditions, or
	3. Before entering into a contract, conduct or commission an external service provider to audit or conduct probity to ascertain whether a qualifying bidder has the technical capability to provide the goods and services as required by this tender.

#### Counter Conditions

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

#### Fronting

1. The SITA supports the spirit of Broad Based Black Economic Empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background the SITA will not condone any form of fronting.
2. The SITA, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry/investigation, the onus will be on the bidder / contractor to prove that fronting does not exist. Failure to do so within a period of 14 days from date of notification may invalidate the bid / contract and may also result in the restriction of the bidder/contractor to conduct business with the public sector for a period not exceeding ten (10) years, in addition to any other remedies SITA may have against the bidder/contractor concerned.

#### Business Continuity and Disaster Recovery Plans

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

#### Supplier Due Diligence

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

#### Preference Goal Requirements conditions

1. The Bidder’s commitment for the Preference Goal Requirements in this tender will be legally binding and the Bidder needs to perform against their commitment for the duration of the contract which will form part of the Contractual Agreement.
2. The Bidder must sustain or improve the company’s BBBEE Level for the duration of the contact which will form part of the Contractual Agreement.
3. Performance of Preference Goal Requirements will be determined annually. Bidders must submit their Preference status report indicating progress against the Bidder’s Preferential commitments within 30 days of the yearly anniversary of the contract.
4. Bidders need to keep auditable substantive records / evidence and upon request by SITA/Department must be made available for audit and, or due diligence purposes.
5. SITA reserves the right to require from a Bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim with regards to preferences, in any manner required by SITA.
6. SITA reserves the right to verify information / evidence provided by the Bidder.
7. SITA/Department reserves the right to introduce a **penalty of 1%** of the overall annual year spent by SITA/Department for the prior year if the Bidder fails to comply to **paragraphs (a), (b) and (c) above**.

### Declaration of compliance and acceptance SCC

I (we), the bidder hereby declare that I (we) accept ALL the Special Conditions of Contract as specified in par 4.3.1 above and shall comply with all stated obligations:

Name of Bidder: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

## Price and Preference Points Evaluation (Stage 4)

* + 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:
	1. the 80/20 system (80 Price, 20 points for Specific Goals) for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); or
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:
	1. Price; and
	2. Preference points for specific goals.
4. The maximum points for this tender will be allocated as follows, subject to par.2.

Table **3: Points allocation**

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

* + 1. **Costing and Pricing Conditions**

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

1. **Total Price**
	1. All quoted prices are the total price for the entire scope of required services and deliverables to be provided by the bidder.
	2. All additional costs as well as cost of delivery, labour, S&T, overtime, etc. must be included in this bid.
	3. All services, accessories, upgrades and options required by the solution or specified by the client must be included in the quoted price. If not included, suppliers will be required to supply these accessories at no cost to the client.
	4. SITA reserves the right to negotiate pricing with the successful bidder prior to the award as well as envisaged quantities

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.

The bidder must complete the declaration of acceptance as per **par 4.4.5** 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.

Rate of Exchange Pricing Information

Provide the TOTAL BID PRICE for the duration of Contract and clearly indicate the Local Price and Foreign Price, where –

1. **Local Price** means the portion of the TOTAL price that is NOT dependent on the Foreign Rate of Exchange (ROE) and.
2. **Foreign Price** means the portion of the TOTAL price that is dependent on the Foreign Rate of Exchange (ROE).
3. **Exchange Rate** means the ROE (ZA Rand vs foreign currency) as determined at time of bid.
	* 1. **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 | **R17,58** |
| 1 Euro | **R20,51** |
| 1 Pound | **R23,81** |

**Note (1):**

This bid is subject to ROE.

* + 1. **Bid Pricing Schedule**

Bidders **must** complete the bid pricing schedule in the Excel spreadsheet format provided and upload this as part of their submission.

* + 1. **Declaration of Acceptance**

|  | **ACCEPT ALL** | **DO NOT ACCEPT ALL** |
| --- | --- | --- |
| 1. The bidder declares to ACCEPT ALL the Costing and Pricing conditions as specified in **par 4.4.2** above by indicating with an “X” in the “ACCEPT ALL” column, or
2. The bidder declares to NOT ACCEPT ALL the Costing and Pricing Conditions as specified in **par 4.4.2** above by -
	1. Indicating with an “X” in the “DO NOT ACCEPT ALL” column, and.
	2. Provide reason and proposal for each of the condition not accepted.
 |  |  |
| **Comments by bidder:**Provide the condition reference, the reasons for not accepting the condition. |

* 1. **Preference Requirements**
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 4** 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 in the bid response, as “NOT COMPLY”. The evidence needs to be attached to **ANNEX A**.
5. **Preference Goal Requirements**
	1. The applicable Preference Point system for this tender and points claimed is **80/20.**
	2. The specific Preferential Goal Requirements for this tender is indicated in **table 4** below.
	3. The Bidder **must** complete 80/20 **preference point system** and submit proof or documentation required in terms of this tender.
	4. 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.
	5. 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.
	6. 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.
	7. The Bidder **must sustain or improve** the company’s **B-BBEE Level** for the duration of the contact which will form part of the Contractual Agreement.
	8. Performance of Preference Goal Requirements will be determined annually. Bidders must submit their Preference status report to SITA indicating progress against the Bidder’s Preferential commitments within 30 days after each quarter from the commencement date of the contract.
	9. Bidders need to keep auditable substantive records / evidence and upon request by **SITA** must be made available for audit and, or due diligence purposes.
	10. **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.
	11. **SITA reserves the right to** verify information / evidence provided by the Bidder.
	12. **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 4: Preference Goal Requirements**

| **Preference Goal Requirement #** | **Preferential Goal Requirements** | **Preferential Goal Requirements**  |
| --- | --- | --- |
|  | **Preferential Goal Requirements allocated for this tender** | **Substantiating evidence and evidence reference to be completed by bidder. Evaluation per requirement: Each requirement indicated in the table below must be completed and points will be allocated based on the evidence required below** **Evidence Reference** |
|  | **B-BBEE Requirements** |  |
| 1) | **B-BBEE Requirements**Promotion of Transformational Objectives. | **Evidence:**The Bidder must provide a copy of the following relevant evidence for the Preferential Goal points which the Bidder qualifies for:1. **Columns A, B, C and D in table 5**

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

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

**and/ or**1. **Column D in table 5**

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

*Copy of Medical Certificate* ***clearly indicating the disability in line with the B-BBEE status claimed as defined in the Broad-Based Black Economic Empowerment Act***.**Note:**The CIPC (Companies and Intellectual Property Commission) registration documents will also be used as evidence to confirm compliance to the Preferential procurement requirements as part of the evaluation process.**Points allocation:**Points will be allocated for bidders that meets the requirements as indicated in either **table 5 in section 4.5.** | <provide unique reference to locate the substantiating evidence in the bid response – **Annex A, section 5.4**> |

**Table 5**: B-BBEE Points as part of the Preference Goal requirements (**Preferential Goal Requirements for (80/20) system**)

**Note: Bidder to select the section for points they wish to claim (Mark as Y=Yes) in the table below.**

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
|  |  |  |  | **Ownership**  |  |  |  |
|  | **Reference #** | **Contributor Level as defined in the Broad-Based Black Economic Empowerment Act** | **EME/QSEs** | **Black Owned(BO)(51% or more)** | **Black Woman Owned(BWO)(More than 30%)** | **Youth Owned** | **Owned by People living with disabilities** | **Score** | **Bidder to select the section for points they wish to claim(Mark as Y= Yes)** |  |
|  |  |
|  |   |   | **(A)** | **(B)** | **(C)** | **(D)** | **(E)** | **(F)** |  |  |
|  | **1** | **Level 1** | **6** | **4** | **4** | **4** | **2** | **20** |  |  |
|  | **2** | **Level 1** | **6** | **4** | **2** | **2** | 0 | **14** |  |  |
|  | **3** | **Level 1** | **6** | **4** | **2** | 0 | 0 | **12** |  |  |
|  | **4** | **Level 1** | **6** | **4** | 0 | 0 | 0 | **10** |  |  |
|  | **5** | **Level 2 and 3** | **4** | **2** | **1** | **1** | **1** | **9** |  |  |
|  | **6** | **Level 2 and 3** | **4** | **2** | **1** | **1** | 0 | **8** |  |  |
|  | **7** | **Level 2 and 3** | **4** | **2** | **1** | 0 | 0 | **7** |  |  |
|  | **8** | **Level 2 and 3** | **4** | **2** | 0 | 0 | 0 | **6** |  |  |
|  | **9** | **Level 4 and 5** | **2** | **1** | **0,5** | **0,5** | **0,5** | **4,5** |  |  |
|  | **10** | **Level 4 and 5** | **2** | **0,5** | **0,5** | **0,5** | 0 | **3,5** |  |  |
|  | **11** | **Level 4 and 5** | **2** | **0,5** | **0,5** | 0 | 0 | **3** |  |  |
|  | **12** | **Level 4 and 5** | **2** | **0,5** | 0 | 0 | 0 | **2,5** |  |  |
|  | **13** | **Level 6** | 0 |   | 0 | 0 | 0 | **0** |  |  |
|  | **14** | **Level 7** | 0 |   | 0 | 0 | 0 | **0** |  |  |
|  | **15** | **Level 8** | 0 |   | 0 | 0 | 0 | **0** |  |  |
|  | **16** | **Non-Contributor** | 0 |   | 0 | 0 | 0 | **0** |  |  |
|  | **Total Maximum Score Allocation:** | **20** |  |  |  |  |  |  |  |

F= A+B+C+D+E

1. Bidder substantiating evidence

#  Technical Mandatory Requirement Evidence

##  Bidder Certification / Affiliation Requirements

Attach a copy of valid letter as proof that the bidder is an accredited partner/reseller accredited by the OEM/OSM to supply, maintain and support a **NETSCOUT** Solution **here**.

 **NOTE (1):**

 The letter must clearly indicate the following information below:

 (a) The Regulator name (OSM); and

 (b) The Bidder’s name; and

 (c) The date it was issued; and

 (d) if applicable, the expiry date.

 **NOTE (2):**

 SITA reserves the right to verify information provided.

## Bidder Experience and Capability Requirements

1. Complete table below, noting that:
2. The bidder must provide reference details from at least one (01) customer to whom a **NETSCOUT Solution** was supplied, maintained and supported in the past three (03) years from publication date of this bid:

**NOTE (1):**

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

(a) Company name; and

(b) Reference Person Name, Tel and/or email; and

(c) Project Scope of Work; and

(d) Project Start and End-date.

**NOTE (2):**

Failure to complete **Table 6** fully as indicated above will result in disqualification.

**NOTE (3):**

SITA reserves the right to verify information provided.

Table 6: References

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **No** | **Company Name** | **Reference person name, contact details** | **Project Scope of Work** | **Project start and end date** |
| 1 | <Company name>  | <Person Name><Tel><email> | <Provide the details of the scope to whom **NETSCOUT** solution was supplied, supported and maintained> | Start Date:End Date: |

## Special Conditions of Contract

The Bidder **must accept ALL** the Special Conditions of Contract by completing and signing the declaration of Acceptance in the Declaration of Compliance and Acceptance under the Special Conditions **(Section 4.3.2)**.

  **NOTE (1):**

Failure to **accept ALL** the Special Conditions of Contract will result in disqualification.

## Preference Points Preferential Goals Evidence

The Bidder must provide a copy of the following relevant evidence for the Preferential Goal points which the Bidder qualifies for:

1. **Columns A, B, C and D in table 5**

Copy of relevant proof ***(B-BBEE certificate or sworn affidavit)*** of B-BBEE status level of contributor as defined in the Broad-Based Black Economic Empowerment Act:

* + - * 1. ***B-BBEE certificate*** *(from a SANAS Accredited Agency / thetic);*

**or**

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

**and/ or**

1. **Column D in table 5**

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

**and/ or**

1. **Column E in table 5**

*Copy of Medical Certificate* ***clearly indicating the disability in line with the B-BBEE status claimed as defined in the Broad-Based Black Economic Empowerment Act***.

**Note:**

The CIPC (Companies and Intellectual Property Commission) registration documents will also be used as evidence to confirm compliance to the Preferential procurement requirements as part of the evaluation process.

**Points allocation:**
Points will be allocated for bidders that meets the requirements as indicated in either **table 5 in section 4.5.**