



|  |  |
| --- | --- |
| RFB No:  | 2899/2024 |
| Description  | To renew the Veeam licenses for a Three (3) year period starting on 01 December 2024, thereby enabling SITA to render the services for which it is contracted to the DOD. |
|  Non-Compulsory Briefing Session   |  19 July 2024Time: 11:00 am – 12:00 pm (South African Time) Place: Microsoft Teams: [**Join the meeting now**](https://teams.microsoft.com/l/meetup-join/19%3Ameeting_OTY3NTdjZDItZjM4Yy00MGY2LThkMmEtNWM1OTYyMDBkMzcw%40thread.v2/0?context=%7b%22Tid%22%3a%2248cd5724-88c7-48c3-a665-945436edd7fc%22%2c%22Oid%22%3a%229f2a0ada-8047-4271-bac7-992890b673ce%22%7d) |
|  Closing Date for questions / queries   | 29 July 2024 at 16:30  |
| Bid Response Submission Address  | Tender Office 459 Tsitsa Street, Erasmuskloof, Pretoria, 0105   |
| RFB Closing Details and Time  |  Date: 05 August 2024 Time: 11:00 (South African Time)   |
| RFB Validity Period  | 200 Days from the Closing Date  |

Contents

[1. Introduction 3](#_Toc161436998)

[1.1 Background 3](#_Toc161436999)

[2. Scope of Bid 3](#_Toc161437000)

[2.1 Scope of Work 3](#_Toc161437001)

[2.2 Delivery address 3](#_Toc161437002)

[2.3 Customer Infrastructure and environment requirements 4](#_Toc161437003)

[3. Requirements 4](#_Toc161437004)

[3.1 Product / Service / Solution Requirements 4](#_Toc161437005)

[3.1.1 DOD require renewal of Veeam software assurance licenses for the following products/services Functional Requirements as indicated below: 4](#_Toc161437006)

[3.2 Service Elements 8](#_Toc161437007)

[3.2.1 Full Service Agreement 8](#_Toc161437008)

[3.2.2 Response time and distance 8](#_Toc161437009)

[3.2.3 Fault logging management 8](#_Toc161437010)

[4. Bid Evaluation Stages 9](#_Toc161437011)

[4.1 Administrative responsiveness (Stage 1) 9](#_Toc161437012)

[4.1.1 Attendance of briefing session 9](#_Toc161437013)

[4.2 Technical returnable documents 9](#_Toc161437014)

[4.2.1 Instruction and evaluation criteria 9](#_Toc161437015)

[4.2.2 Technical mandatory requirements (Stage 2) 10](#_Toc161437016)

[4.3 Special Conditions of Contract Verification (Stage 3) 11](#_Toc161437017)

[4.3.1 Special Conditions of Contract 11](#_Toc161437018)

[4.3.2 Declaration of compliance and acceptance SCC 15](#_Toc161437019)

[5. Price and Preference Points Evaluation (Stage 4) 16](#_Toc161437020)

[Annex A: Bidder substantiating evidence 19](#_Toc161437021)

[6. Technical Mandatory Requirement Evidence 19](#_Toc161437022)

[6.1 Bidder Certification / Affiliation Requirements 19](#_Toc161437023)

[6.2 Bidder Experience and Capability Requirements 19](#_Toc161437024)

[7. Preference Points Preferential Goals Evidence 19](#_Toc161437025)

# INTRODUCTION

The purpose of this RFB is to invite bidders to submit bid for the renewal of Veeam Backup Software Assurance Licenses for Hyper Converged Infrastructure (HCI) for a period of three (3) years.

##  Background

1. Hyper Converged Infrastructure **(HCI)** is a software defined IT infrastructure that virtualises all the elements of the DOD’s conventional Midrange hardware systems. These licences enable backups of all Department of Defence systems hosted on Hyper Converged Infrastructure (HCI) for both primary and secondary data centres.
2. Veeam software is deployed by the SITA in PCDC (Centurion) and SCDC (Loftus) on the HCI. The Veeam software is essential for backup and recovery purposes for all DOD HCI application systems that were migrated from the midrange production servers in PCDC (Centurion) primary data Centre.
3. Veeam products are highly specialised software, support and maintenance and are only available through the OSM, Veeam. Current SITA ITI Hosting DOD support team members are already trained and experienced in utilising the current software product.
4. The primary benefit to SITA of an agreement, is to leverage economies of scale to obtain favourable pricing by having one agreement to cover all software assurance licenses as stated in Annexure C, and being used by the DOD in PCDC (Centurion) and SCDC (Loftus) Data Centres. Entering into such an agreement also has the advantage that discounts are granted and the price for the software is fixed for the contract period, allowing SITA to make more accurate financial planning. Longer-term agreements also have more favourable pricing.

# SCOPE OF BID

## Scope of Work

Scope of this RFB is to provide a to renew the Veeam software assurance licenses associated with the Hyper Converged Infrastructure (HCI) platforms that have been implemented and Hosted at the DOD Data Centres for Three (03) years.

. These services include the following:

1. Provide technical support services to address incidents and troubleshoot software issues, including providing fixes to resolve software bugs and assisting with the implementation of new releases, as needed.
2. Provide enhancements, patches, upgrades, new releases and versions of the Software to maintain the Software on supported versions and to ensure that the Software can function under new releases of the system software for which the Software was developed.
3. Provide additional software licenses as needed during the term of the Agreement to ensure that SITA meets Veeam licensing requirements.
4. Provide firmware upgrades to the software when released by Veeam and repair before failure occurs.

## Delivery address

The address where the required goods / services / works must be delivered

|  |  |  |
| --- | --- | --- |
| **No** | **Physical Address** | **Contact persons** |
| **1.** | 459 Tsitsa Street, Erasmuskloof , Pretoria East , 0048 | Dave van Staden / Vincent Semenya |

## Customer Infrastructure and environment requirements

N/A

# REQUIREMENTS

## Product / Service / Solution Requirements

### DOD require renewal of Veeam software assurance licenses for the following products/services Functional Requirements as indicated below:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Contract #** | **Quantity** | **Licensed Unit (+term)** | **Product SKU** | **Veeam Product Description** |
| 2626484 | 5 | Bundles | P-FDNVUL-0I-SU3AR-00 | Veeam Data Platform Foundation Universal Subscription License. Includes Enterprise Plus Edition features. 3 Years Renewal Subscription Upfront Billing & Production (24/7) Support. 10 instance pack. Public Sector. |
| 5 | Bundles | V-FDNVUL-0I-SU1MR-00 | Veeam Data Platform Foundation Universal Subscription License. Includes Enterprise Plus Edition features. Subscription Upfront Billing 10 instance pack. & Production (24/7) Support - Renewal Monthly Coterm. |
| 5 | Bundles | P-ADVVUL-0I-SU3YP-U3 | Upgrade from Veeam Data Platform Foundation Universal License to Veeam Data Platform Advanced Universal Subscription License. 10 instance pack. 3 Years Subscription Upfront Billing & Production (24/7) Support. Public Sector. |
| 5 | Bundles | P-ADVVUL-0I-SU1MP-U3 | Upgrade from Veeam Data Platform Foundation Universal License to Veeam Data Platform Advanced Universal Subscription License. 10 instance pack. - One Month. Public Sector. |
| 1564194 | 4 | Migrated instances | V-ADVVUL-MI-PE3YP-U3 | Upgrade from Veeam Data Platform Foundation to Veeam Data Platform Advanced Universal license - 3 Year Subscription Upfront Billing & Production (24/7) Support |
| 4 | Migrated instances | V-ADVVUL-MI-PE1MP-U3 | Upgrade from Veeam Data Platform Foundation to Veeam Data Platform Advanced Universal license - 1 month with Production (24/7) Support. |
| 4 | Sockets | V-FDNVUL-1S-PE3MG-07 | Simple Migration from Veeam Data Platform Foundation Enterprise to Veeam Data Platform Foundation Universal License. Includes Enterprise Plus Edition features. - 3 years with Production Support. 7 Instance pack. |
| 2793759 | 4 | Migrated instances | V-ADVVUL-MI-PE3YP-U3 | Upgrade from Veeam Data Platform Foundation to Veeam Data Platform Advanced Universal license - 3 Year Subscription Upfront Billing & Production (24/7) Support |
| 4 | Migrated instances | V-ADVVUL-MI-PE1MP-U3 | Upgrade from Veeam Data Platform Foundation to Veeam Data Platform Advanced Universal license - 1 month with Production (24/7) Support. |
| 4 | Sockets | V-FDNVUL-1S-PE3MG-07 | Simple Migration from Veeam Data Platform Foundation Enterprise to Veeam Data Platform Foundation Universal License. Includes Enterprise Plus Edition features. - 3 years with Production Support. 7 Instance pack. |
| 2626498 | 22 | Migrated instances | V-ADVVUL-MI-PE3YP-U3 | Upgrade from Veeam Data Platform Foundation to Veeam Data Platform Advanced Universal license - 3 Year Subscription Upfront Billing & Production (24/7) Support |
| 22 | Migrated instances | V-ADVVUL-MI-PE1MP-U3 | Upgrade from Veeam Data Platform Foundation to Veeam Data Platform Advanced Universal license - 1 month with Production (24/7) Support. |
| 88 | 22 Sockets \* 4 Months | V-FDNENT-VS-P01MR-00 | Monthly Basic Maintenance Renewal - Veeam Data Platform Foundation Enterprise. For customers who own Veeam Data Platform Foundation Enterprise, Basic Support socket licensing prior to July 1st, 2022. |
| 22 | Sockets | V-FDNVUL-1S-PE3MG-07 | Simple Migration from Veeam Data Platform Foundation Enterprise to Veeam Data Platform Foundation Universal License. Includes Enterprise Plus Edition features. - 3 years with Production Support. 7 Instance pack. |
| 22 | Instance packs | V-FDNVUL-07-PE1MR-1S | Veeam Data Platform Foundation Universal License. Includes Enterprise Plus Edition features. - Subscription Upfront Billing & Production (24/7) Support - Renewal Monthly Coterm. 7 Instance pack. |

|  |
| --- |
| **Additional Licenses** |
|
| **Quantity** | **Licensed Unit (+term)** | **Product SKU** | **Veeam Product Description** |
| 17 | Bundles | P-ADVVUL-0I-SU3YP-00 | Veeam Data Platform Foundation Universal Subscription License. Includes Enterprise Plus Edition features. 10 instance pack. 3 Years Subscription Upfront Billing & Production (24/7) Support. Public Sector. |

##

## Service Elements

### Full-Service Agreement

1. Incident Priorities are defined as follows -
2. Priority 1 (Critical) - An Incident will be assigned a “Priority Level 1” if the Incident has the potential of having a high business impact on SITA Client e.g. an outage affecting a large and substantial number of SITA Client users performing critical functions.
3. Priority 2 (High) - An Incident will be assigned as “Priority Level 2” if it has the potential of a noticeable impact on SITA Client but does not rise to the level of a Priority 1 incident. Without limiting the generality of the foregoing, examples of Priority 2 incidents include outages that affect multiple SITA Client users performing non-critical functions.
4. Priority 3 (Medium) - An Incident will be assigned as “Priority Level 3” if the incident has the potential to have minimal impact on SITA Client or a significant impact on a single user. Without limiting the generality of the foregoing, examples of Priority 3 incidents include outages affecting a single SITA Client user.
5. Priority 4 (Low) -An Incident will be assigned as “Priority Level 4” if the incident is a trivial incident with little or no impact to SITA Client or a user that does not rise to the level of a Priority 1, Priority 2 or Priority 3 incident.

### Response time and distance

The below are committed Incidents Resolution Service Level per priority

| **SBS** | **Service Element** | **Service Grade** | **Service Level** |
| --- | --- | --- | --- |
|  | Call Centre | Platinum | 24h x 7days x 52weeks |
|  | Call Centre | Normal | 8h x 5d, 07:30 – 16:30 |
|  | Incident Response | Normal | Maximum 4 hours  |
|  | Incident Restore | Normal | Maximum 8 hours |

1. **Regular meetings to be scheduled between SITA/Client and service provider and also ADHOC meetings from both sided.**

The Supplier must provide call logging statistics and minutes of the meetings when needed.

#### Fault logging management

|  |  |  |
| --- | --- | --- |
| **Respond** | **Service Measure** | **Service Level** |
| **Incident Management** | Number of Incidents responded to within the target time. | 99% of Incidents responded to within the target time.100% of Incidents will be responded to within the target time + 25% |
| **Method** | The Service Levels are measured and reported on individually from the time that the Incident is logged by Client at the Service Provider's Service Desk until thetime that the Incident is accepted on the Service Provider's Service Desk. |
| **Formula** | Number of Incident tickets responded to within Service Level Target / Total number of Incident tickets responded to \* 100 (Calculation - each incident is measured, met=1, Miss = 0, If 10 incidents and 9 is met calculation is(9/10) \*100=90%) |
| **Exclusions** | Incidents with respect to Infrastructure not architected for the specific priorityresponse time, shall be reported on as KPIs. |
| **Measurement Interval** | Measured and Reported Monthly |
| **Measurement Tool** | To be done via the SITA service management tool ("ITSM") |

#  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/NO** |
| Stage 1 | Administrative responsiveness | YES |
| Stage 2  | Technical Mandatory responsiveness  | YES |
| Stage 3 | Special Conditions of Contract verification | YES |
| Stage 4 | Price / Preference points | YES |

## ADMINISTRATIVE RESPONSIVENESS (STAGE 1)

#### Attendance of briefing session

1. A non-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.
2. All suppliers are encouraged to attend 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.
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.

## 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 OEM/OSM registered/accredited partner to provide Veeam Backup Software Assurance License Solution. | Attach to Annex A, a copy of valid documentation (certificate/Letter) as proof that the bidder is an OEM/OSM registered/accredited partner to provide Veeam Backup Software Assurance License Solution.**NOTE (1):** **SITA/ DOD reserves the right to verify information provided.** | <provide unique reference to locate substantiating evidence in the bid response – **see Annex A, par 5.1**> |
| 1. **Bidder Experience and Capability Requirements**
 |
| The bidder must have deployed Veeam Backup Software Assurance License Solution and Assurance to at least one (1) customer in the last 5 years. | Provide to Annex A reference information from at least one (1) customer to whom the Veeam Backup Software Assurance License Solution and Assurance was delivered in the last five (5) years.**NOTE (1):** **SITA/ DOD reserves the right to verify information provided.****Note (2):** **Failure to complete Table 5 fully as indicated above will result in disqualification.****Note (3):**  **Bidder must provide a reference letter from their clients where they have provided this service failing which will result in disqualification** | <provide unique reference to locate substantiating evidence in the bid response – **see Annex A, par 5.2, table 5**> |

## 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. 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 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

**459 Tsitsa Street, Erasmuskloof , Pretoria East , 0048**

#### Services and Performance Metrics

1. The bidder is responsible to provide the following services as specified in the Service Breakdown Structure (SBS):
	1. **Operational MTTResolve: 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 all UTP voice/data and fibre incidents.
	2. **Mission Critical MTTResolve: Response and Repair Times - The Bidder must perform corrective maintenance within predefined response and repair times. Maximum Time To Repair in all mission critical cases (Full Service Agreement) will be one (1) working hour for all UTP voice/data and fibre incidents**

#### 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

#### 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 week days are from16:00 to 07:30
	3. All mission critical sites will be managed on a 24 x 7 x 365 basis
2. **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.

#### Security screening and security clearance requirements

* 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:
		1. Copy of company registration documentation;
		2. Copy(ies) of identity documentation of Director(s), Member(s) or Trustee(s);
		3. Copy of valid tax clearance certificate.
	2. **Security suitability check for individuals:** SITA 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 SITA in order 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:
		1. Copy of identity document;
		2. Copy(ies) of qualification(s) if SITA requires verification thereof;
		3. Fingerprints – will be taken electronically;
		4. Signed consent form for the conduct of background checks.
	3. **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. 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:

#### Confidentiality and non -disclosure conditions

1. 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 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:
	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 client’s 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).

#### 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.

#### 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 declares that I (we) accept ALL the Special Conditions of Contract as specified in par 4.3.2 above and shall comply with all stated obligations:

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

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

#  PRICE AND PREFERENCE POINTS EVALUATION (STAGE 4)

## Bid Pricing Schedule

1. Bidders must complete the bid pricing schedule in the Excel spreadsheet format provided and include this as part their submission.

### Costing and Pricing Conditions

1. South African Pricing - The total price must be VAT inclusive and be quoted in South African Rand (ZAR).
2. Total Price
	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
3. 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.
4. The bidder must complete the declaration of acceptance as per par 5.2 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

1. Provide the TOTAL BID PRICE for the duration of Contract and clearly indicate the Local Price and Foreign Price, where –
2. Local Price means the portion of the TOTAL price that is NOT dependent on the Foreign Rate of Exchange (ROE) and;
3. Foreign Price means the portion of the TOTAL price that is dependent on the Foreign Rate of Exchange (ROE).
4. Exchange Rate means the ROE (ZA Rand vs foreign currency) as determined at time of bid.
5. 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 | R18.09 |
| 1 Euro | R19.60 |
| 1 Pound | R23.27 |

### Bid Pricing Schedule

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

 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 5.1.2 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 5.1.2 above by -
3. Indicating with an “X” in the “DO NOT ACCEPT ALL” column, and;
4. Provide reason and proposal for each of the condition not accepted.
 |  |  |
| 1. Comments by bidder:
2. Provide the condition reference, the reasons for not accepting the condition.
 |

### Preference Requirements

The bidder must complete in full all the PREFERENCE requirements.

1. 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.
2. Points will be allocated for each PREFERENCE requirement as per the criteria set in **tables 5A**, **or 5B**, based on the offer submitted by the Bidder.
3. **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 A**.

#### Preference Goal Requirements

* 1. The **Bidder must complete either the 90/10 or 80/20 preference point system** based on the offer submitted by the Bidder and submit proof or documentation required in terms of this tender.
	2. The specific Preferential Goal Requirements for this tender is indicated in **table 4** below.
	3. 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.
	4. 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.
	5. 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.
	6. 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.
	7. **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**.
	8. Bidders need to keep auditable substantive records / evidence and upon request by **SITA** must be made available for audit and, or due diligence purposes.
	9. **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.
	10. **SITA reserves the right to** verify information / evidence provided by the Bidder.
	11. **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 (v), (vi)and (vii) above.**

**Table 4:** Preference Goal Requirements (Specific Goals)

| **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** |
| 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 tables 5A or 5B**

Copy of relevant proof of the following to confirm the B-BBEE status of the contributor as defined in the Broad-Based Black Economic Empowerment Act:* + - * 1. ***B-BBEE certificate*** *(from a SANAS Accredited Agency);*

**or** ***Sworn affidavit*** in the format provided by CIPC - ***Applicable to EMEs and QSEs only****;***and/ or**1. **Column D in tables 5A or 5B**

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

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 5A, or B**. | <provide unique reference to locate the substantiating evidence in the bid response – **Annex A, section 5.3**> |

**Table 5A: 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)** | **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 |  |  |

**Table 5B: B-BBEE Points as part of the Preference Goal requirements (Preferential Goal Requirements for (90/10) 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)** | **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** | **3** | **2** | **2** | **2** | **1** | **10** |  |  |
|  | **2** | **Level 1** | **3** | **2** | **2** | **2** | 0 | **9** |  |  |
|  | **3** | **Level 1** | **3** | **2** | **2** | 0 | 0 | **7** |  |  |
|  | **4** | **Level 1** | **3** | **2** | 0 | 0 | 0 | **5** |  |  |
|  | **5** | **Level 2 and 3** | **2** | **1** | **0,5** | **0,5** | **0,5** | **4,5** |  |  |
|  | **6** | **Level 2 and 3** | **2** | **1** | **0,5** | **0,5** | 0 | **4** |  |  |
|  | **7** | **Level 2 and 3** | **2** | **1** | **0,5** | 0 | 0 | **3,5** |  |  |
|  | **8** | **Level 2 and 3** | **2** | **1** | 0 | 0 | 0 | **3** |  |  |
|  | **9** | **Level 4 and 5** | **1** | **0,5** | **0,25** | **0,25** | **0,25** | **2,25** |  |  |
|  | **10** | **Level 4 and 5** | **1** | **0,5** | **0,25** | **0,5** | 0 | **2,25** |  |  |
|  | **11** | **Level 4 and 5** | **1** | **0,5** | **0,25** | 0 | 0 | **1,75** |  |  |
|  | **12** | **Level 4 and 5** | **1** | **0,5** | 0 | 0 | 0 | **1,5** |  |  |
|  | **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:** | **10** |  |  |  |  |  |  |  |
|  | F= A+B+C+D+E |  |  |

1. **BIDDER SUBSTANTIATING EVIDENCE**
2. **TECHNICAL MANDATORY REQUIREMENT EVIDENCE**
	1. **Bidder Certification / Affiliation Requirements**

The bidder must have the capability to supply all required items as stipulated in the Bill of Material (BoM)

The Bidder must have deployed the proposed Veeam Backup and replication licenses to at least one (1) customer in the last 5 years.

**SITA/ DOD reserves the right to verify information provided.**

* 1. **Bidder Experience and Capability Requirements**
1. Noting that: Provide a Bill of Material (BoM) for the required items.
2. **PREFERENCE POINTS PREFERENTIAL GOALS EVIDENCE**

The Bidder **must**:

* + 1. **Preference Goal Requirements:**

Bidder to select the section for points they wish to claim (Mark as Y=Yes) in **either tables 5A or 5B**, dependant on which preference system the Bidder selects in line with **section 5.1; and**

Provide a copy of the following relevant evidence for the Preferential Goal points which the Bidder qualifies for as set out in **table 4** in and **attach it here**:

* + - * 1. **Columns A, B, C and D in tables 5A or 5B**

Copy of relevant proof of the following to confirm the B-BBEE status of the contributor as defined in the Broad-Based Black Economic Empowerment Act:

**B-BBEE certificate** (from a SANAS Accredited Agency);

**or**

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

* + - * 1. **Column D in tables 5A or 5B**

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

**and/ or**

* + - * 1. **Column E in tables 5A or 5B**

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.

* + 1. Indicate their **commitment** to claim points for each of the preference points **by signing at par 4.5 in the Invitation to Bid document.**