****

**BID SPECIFICATION**

**STATE INFORMATION TECHNOLOGY AGENCY (SOC) LTD**

Registration number 1999/001899/30

|  |  |
| --- | --- |
| **RFB REF. NO:** | **RFB 2769-2023** |
| **DESCRIPTION** | **BID FOR ENTERPRISE CONTENT MANAGEMENT LICENSES AND SUPPORT TO THE EXISTING SERVICES: OPENTEXT DOCUMENTUM AND CAPTIVA FOR THE SOUTH AFRICAN POLICE SERVICE (SAPS) FOR A PERIOD OF 2 YEARS.** |
| **PUBLICATION DATE** | **22 JUNE 2023** |
| **BRIEFING SESSION** | **NON- COMPULSORY VIRTUAL BRIEFING SESSION****DATE:30 JUNE 2023****TIME: 11:00 AM****VENUE****:** Microsoft Teams meeting **Join on your computer, mobile app or room device** [Click here to join the meeting](https://teams.microsoft.com/l/meetup-join/19%3Ameeting_N2M2ZWQ5YTUtMTYwMy00NDlmLWI4ZGItMzc4YmE4MGZiYWU5%40thread.v2/0?context=%7b%22Tid%22%3a%2248cd5724-88c7-48c3-a665-945436edd7fc%22%2c%22Oid%22%3a%221ec1ab10-21d8-4113-bd5c-def49d1178a2%22%7d) **( To join right click and select hyperlink to join the meeting)** Meeting ID: 361 391 224 298 Passcode: boK8W2 [Download Teams](https://www.microsoft.com/en-us/microsoft-teams/download-app) | [Join on the web](https://www.microsoft.com/microsoft-teams/join-a-meeting)[Learn More](https://aka.ms/JoinTeamsMeeting) | [Meeting options](https://teams.microsoft.com/meetingOptions/?organizerId=1ec1ab10-21d8-4113-bd5c-def49d1178a2&tenantId=48cd5724-88c7-48c3-a665-945436edd7fc&threadId=19_meeting_N2M2ZWQ5YTUtMTYwMy00NDlmLWI4ZGItMzc4YmE4MGZiYWU5@thread.v2&messageId=0&language=en-US)  |
| **CLOSING DATE FOR QUESTIONS AND ANSWERS** | **07 JULY 2023 @ 16:00 PM** **Lekoetsi.makwela@sita.co.za** |
| **RFB CLOSING DETAILS** | **DATE: 16 JULY 2023****TIME: 11: 00 AM (SOUTH AFRICAN TIME)****PLACE: TENDER OFFICE, PONGOLA IN APOLLO, 459 TSITSA STREET, ERASMUSKLOOF, PRETORIA (HEAD OFFICE)** |
| **PUBLIC OPENING OF RFB RESPONSES** | Not applicable |
| **RFB VALIDITY PERIOD** | **180** DAYS FROM THE CLOSING DATE |

**PROSPECTIVE BIDDERS MUST REGISTER ON NATIONAL TREASURY’S CENTRAL SUPPLIER DATABASE PRIOR TO SUBMITTING BIDS.**

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1. INTRODUCTION

# PURPOSE AND BACKGROUND

## PURPOSE

The purpose of this RFB is to invite Suppliers (hereinafter referred to as “bidders”) to submit bids for the “Provision of Captiva and OpenText Documentum licenses with maintenance and support for the South African Police Service (SAPS) for a period of 2 Years.

##  BACKGROUND

OpenText Documentum and Captiva are Enterprise Content Management (ECM) software that is currently being utilised by SAPS applications across 7 document repositories.

# SCOPE OF BID

## SCOPE OF WORK

The Scope of work by the bidders is to supply the following:

1. **Upgrade/Renew to latest version of Licences for the following products**;
	1. OpenText Documentum License Details

|  |  |  |
| --- | --- | --- |
| **The license renewal must include the following modules:** | **Unit** | **License Quantities** |
|  |  | Current | Renewal | New (Additional) |
| Documentum Content Server | Named Users | 20,000 | 20,000 | 0 |
| Documentum Administrator |
| Documentum Webtop |
| Documentum Foundation Classes | Named Users | 20,000 | 20,000 | 0 |
| Documentum Storage Services |
| Documentum Reporting Services |
| Documentum Foundation Services |

* 1. OpenText Captiva License Details

|  |  |  |
| --- | --- | --- |
| **The license renewal must include the following modules:** | **Unit** | **License Quantities** |
|   |  | Current | Renewal | New (Additional) |
| Captiva Multi; | Server LicensePages | 25 server licenses with 200, 000,000 pages25 licenses break down23 Production servers2 non-production servers | 25 server licenses with 200, 000,000 pages | 0 |
| Captiva Image Enhancement; |
|  Captiva eStatus; |
|  Captiva Image Processor; |
| Captiva Image Converter; |
| Captiva Reports; |
| Captiva Advance Recognition; |
| ODBC Export; |
| Documentum Export |
|  ADV Zonal OCR 250 CPS PER CL | Server Core | 2 | 2 | 0 |
| Captiva Web Services; | Concurrent Users | 1000 | 1000 | 0 |
| Captiva eInput; |
| Captiva ScanPlus; | Concurrent Users | 500 | 500 | 0 |
| Captiva IndexPlus; | Concurrent Users | 570 | 570 | 0 |

**NB:** **In instances where a module/function mentioned in 2.1(1) has been discontinued the replacement module/function must be included in the license and costed.**

1. **OEM/OSM Support Site Access**

Provide access for the maintenance team to OEM support site for incident logging, knowledge base and download of Documentum and Captiva software files.

1. **On Site Technical Support – (Upgrade and Migration Project)**

The service provider must provide on-site technical expertise for software upgrade and migration activities for the environments listed in section 2.3. The support is to enable the SITA ECM maintenance team to achieve the following:

* 1. Upgrade of Captiva applications to the latest software version and adapt the existing customisations to the upgraded versions;
	2. Upgrade of Documentum applications to the latest software version and adapt the existing customisations to the upgraded versions;
	3. Provide project manager to manage the upgrade of Document and Captiva project(s);
	4. Provide technical expert resources to implement features for a wide range of complex Documentum and Captiva software modules;
	5. On-site technical experts must be willing to transfer skills to SAPS / SITA ECM Maintenance team.
1. **Technical Support**

The service provider must be able to provide on-site technical support to the SAPS ECM maintenance team for an estimated (500) hours for both Documentum and Captiva related issues as and when required.

## DELIVERY ADDRESS

|  |  |  |
| --- | --- | --- |
|  |  |  |
|  | SAPS : Division SCM | 117 Cresswell Road, Silverton |

## CUSTOMER INFRASTRUCTURE AND ENVIRONMENT REQUIREMENTS

1. SAPS currently use the following OpenText products for its ECM environment.
	1. OpenText Documentum;
	2. OpenText Captiva.
2. SAPS OpenText ECM Server Infrastructure Landscape

| **Repositories** | **OpenText Product** | **Operating System** | **Database information (Where Applicable)** | **Web Application servers** | **Storage Type** | **Sites** |
| --- | --- | --- | --- | --- | --- | --- |
| Repository 1 | * Captiva 7.1
* eInput
* Documentum 6.7
* Documentum custom webservices
 | * Windows 2008
* Solaris 10
 | * MS SQL
* Oracle
 | * Tomcat
 | Centera | Centralised |
| Repository 2 | * Captiva 7.1
* Documentum 6.7
 | * Windows 2008
* Solaris 10
 | * MS SQL
* Oracle
 | * Tomcat
 | Centera | Centralised |
| Repository 3 | * Captiva 7.1
* Documentum 7.1
 | * Windows 2012
 | * MS SQL
 | * Tomcat
 | Local Storage | Distributed across 16 sites |
| Repository 4 | * Documentum 6.7
* Documentum Foundation Services
 | * Solaris 10
 | * Oracle
 | * JBOSS 5
 | Centera | Centralised |
| Repository 5 | * Captiva 7.1
* Captiva Web services
* eInput
* Documentum 6.5
* Documentum Custom Webservices
 | * Windows 2008
* Solaris 10
 | * MS SQL
* Oracle
 | * Tomcat
 | Centera | Centralised |
| Repository 6 | * Documentum 7.2
* Documentum custom webservices
* Documentum Foundation Services
 | * Solaris 11
 | * Oracle
 | * JBOSS 5
* Tomcat
 | Centera | Centralised |
| Repository 7 | * Documentum 7.3
* Documentum Foundation Services
 | * Solaris 11
 | * Oracle
 | * JBOSS 5
 | Centera | Centralised |

# REQUIREMENTS

## PRODUCT/ SERVICE / SOLUTION REQUIREMENTS

1. **ITEM 1: Licence Renewal: Documentum**

The licence renewal must include the following Documentum modules:

* 1. Documentum Content Server
	2. Documentum Administrator
	3. Documentum Webtop
	4. Documentum Foundation Classes
	5. Documentum Foundation Services
	6. Documentum Storage Services
	7. Documentum Reporting services

In instances where a module/function mentioned has been discontinued the replacement module/function must be included.

1. **ITEM 2: Renewal: Captiva Licences**

The licence renewal for Captiva must include the following modules/functionality:

* 1. Documentum Export
	2. Captiva Web Services;
	3. Captiva eInput;
	4. Captiva Multi;
	5. Captiva Image Enhancement;
	6. Captiva eStatus;
	7. ODBC Export;
	8. Captiva ScanPlus;
	9. Captiva IndexPlus;
	10. Captiva Image Processor;
	11. Captiva Image Converter;
	12. Captiva Advance Recognition;
	13. Adv Zonal OCR 250 CPS PER CL;
	14. Captiva Reports.

In instances where a module/function mentioned has been discontinued the replacement module/function must be included with costing.

# BID EVALUATION STAGES

1. The bid evaluation process consists of several stages that are applicable according to the nature of the bid as defined in the table below.
2. **The bidder must qualify for each stage to be eligible to proceed to the next stage of the evaluation.**

|  |  |  |
| --- | --- | --- |
| **Stage** | **Description** | **Applicable for this bid YES/NO** |
| Stage 1  | Administrative pre-qualification verification | Yes |
| Stage 2A | Technical Mandatory requirement evaluation | Yes |
| Stage 3 | Special Conditions of Contract verification | Yes |
| Stage 4  | Pricing and Preference evaluation | Yes |

* 1. ADMINISTRATIVE PRE-QUALIFICATION

# ADMINISTRATIVE PRE-QUALIFICATION REQUIREMENTS

## ADMINISTRATIVE PRE-QUALIFICATION VERIFICATION

1. The bidder **must comply** with ALL of the bid pre-qualification requirements in order for the bid to be accepted for evaluation.

If the Bidder failed to comply with any of the administrative pre-qualification requirements, or if SAPS is unable to verify whether the pre-qualification requirements are met, then SAPS reserves the right to-

* 1. Reject the bid and not evaluate it, or
	2. Accept the bid for evaluation, on condition that the Bidder must submit within 7 (seven) days any supplementary information to achieve full compliance, provided that the supplementary information is administrative and not substantive in nature.

## ADMINISTRATIVE PRE-QUALIFICATION REQUIREMENTS

1. **Submission of bid response**: The bidder has submitted a bid response documentation pack –
	1. that was delivered at the correct physical or postal address and within the stipulated date and time as specified in the “Invitation to Bid” cover page, and;
	2. in the correct format as one original document, one copy on the memory stick / USB.

**2 Attendance of briefing session**: A **Compulsory Virtual Briefing** session will be held. The bidder has to 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. The attendance of the briefing session is compulsory.

1. **Registered Supplier.** The bidder is, in terms of National Treasury Instruction Note 4A of 2016/17, registered as a Supplier on National Treasury Central Supplier Database (CSD).

# TECHNICAL MANDATORY

## INSTRUCTION AND EVALUATION CRITERIA

1. The bidder **must comply with ALL the TECHNICAL MANADATORY REQUIREMENTS as per section 6.2 below by providing substantiating evidence** in the form of documentation or information, failing which it will be regarded as “NOT COMPLY”.
2. The bidder **must provide a unique reference number** (e.g. binder/folio, chapter, section, page) to locate substantiating evidence in the bid response.
3. During evaluation, SAPS reserves the right to treat substantiation evidence that cannot be located in the bid response as “NOT COMPLY”.
4. The bidder **must complete the declaration of compliance** as per section 6.3 below by marking with an “X” either “COMPLY”, or “NOT COMPLY” with ALL of the technical mandatory requirements, failing which it will be regarded as “NOT COMPLY”.
5. The bidder must comply with ALL the TECHNICAL MANDATORY REQUIREMENTS in order for the bid to proceed to the next stage of the evaluation.
6. No URL references or links will be accepted as evidence.

## TECHNICAL MANDATORY REQUIREMENTS

| ***TECHNICAL 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 Open Text, or Open Text partner, or distributor by the OEM/OSM for the following products:* 1. OpenText Documentum;
	2. OpenText Captiva.
 | Attach to ANNEX B a copy of a valid documentation (Letter, Certificate, License, or Memorandum of Understanding/Contract with the OEM/OSM) for OpenText indicating:1. the bidder name,
2. the bidder is OpenText, or OpenText partner or distributor for the following products:
	* OpenText Documentum;
	* OpenText Captiva;

**Note:** SITA reserve the right to verify the information provided. | <provide unique reference to locate substantiating evidence in the bid response – see Annex B, section 11.1> |
| 1. **BIDDER EXPERIENCE AND CAPABILITY REQUIREMENTS**

The Bidder must have provided OpenText Captiva and OpenText Documentum Technical Maintenance and Support and upgrade of these products to at least two (2) customers, during the past five (5) years.  | Provide reference details from at least two (2) customers to whom OpenText Documentum and Captiva (or latest software version brand name) projects was delivered including Technical Maintenance and Support and upgrade of these products during the past five (5) years.**NB:** SITA reserves the right to verify information provided**Note (1):**Failure to complete Table 1 **fully** as indicated above will result in disqualification.**Note (2):** SITA reserves the right to verify the information provided. | <provide unique reference to locate substantiating evidence in the bid response – see Annex B, section 11.2, table 1> |
| 1. **SERVICE / TECHNICAL FUNCTIONAL SCOPE REQUIREMENT**

The bidder must confirm compliance to the Service/Technical Functional scope requirements. | The Bidder must confirm that they comply with the Service/Technical Functional Scope Requirements by completing ANNEX C: Addendum 1.**Note (1):** Bidders must accept all the Technical Mandatory Functional Requirements to indicate the Bidder’s compliance with ANNEX C: Addendum 1, failing which will result in Disqualification.**Note (2):** Failing to comply with all the aspect of this section will result in disqualification.Yes = ComplyNo = not comply (Thus, disqualified) | <provide unique reference to locate substantiating evidence in the bid response – see Annex B, section 11.3 and Annex C: Addendum 1>  |

## DECLARATION OF COMPLIANCE

|  | **Comply** | **Not Comply** |
| --- | --- | --- |
| The bidder declares by **indicating with an “X”** in either the “COMPLY” or “NOT COMPLY” column that –* 1. The bid complies with each and every TECHNICAL MANDATORY REQUIREMENT as specified in SECTION 6.2 above; AND
	2. Each and every requirement specification is substantiated by evidence as proof of compliance.
 |  |  |

* 1. SPECIAL CONDITIONS OF CONTRACT (SCC)

# SPECIAL CONDITIONS OF CONTRACT

##  INSTRUCTION

1. The successful supplier will be bound by Government Procurement: General Conditions of Contract (GCC) as well as this Special Conditions of Contract (SCC), which will form part of the signed contract with the successful Supplier. However, SAPS reserve the right to include or waive the condition in the signed contract.
2. SAPS reserve the right to –
	1. Negotiate the conditions, or
	2. Automatically disqualify a bidder for not accepting these conditions.
	3. Award to multiple bidders.
3. The conditions in clause 7.2, sub-clause by name CONTRACTING CONDITIONS; DELIVERY ADDRESS; SKILLS TRANSFER, CERTIFICATION, EXPERTISE AND QUALIFICATION; REGULATORY, QUALITY AND STANDARDS; PERSONNEL SECURITY CLEARANCE; CONFIDENTIALITY AND NON-DISCLOSURE CONDITIONS; INTELLECTUAL PROPERTY RIGHTS and TARGETED PROCUREMENT/TRANSFORMATION are non – negotiable and the bidders shall accept them without deletion or addition thereof.
4. 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, SAPS will invoke the rights reserved in accordance with subsection 7.1(2) above.
5. The bidder must **complete the declaration of acceptance** as per section 7.3 below by marking with an **“X”** either “ACCEPT ALL” or “DO NOT ACCEPT ALL”, failing which the declaration will be regarded as “DO NOT ACCEPT ALL” and the bid will be disqualified.

## SPECIAL CONDITIONS OF CONTRACT

1. **CONTRACTING CONDITIONS**
	1. **Formal Contract. The Supplier must enter into a formal written Contract (Agreement) with SAPS**
	2. **Right of Award.** SAPS reserve the right to award the contract for required goods or services to multiple Suppliers.
	3. **Right to Audit. SAPS reserve 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.**
	4. **Sub-Contracting.** SAPS will not be responsible for managing any agreements that the service provider has entered into with sub-contractors.
	5. **Contract duration.** This contract will be valid for a period of **2 Years** from date of signature.
2. **DELIVERY ADDRESS.** The supplier must deliver the required products or services at as indicated in Section 2.2, Delivery Address
3. **SKILLS TRANSFER AND TRAINING**
	1. The supplier is able to do skills transfer to the SAPS/SITA ECM team for both Documentum and Captiva products.
	2. The supplier will provide access for SITA ECM maintenance team to the OEM support site for incident logging, knowledge base and download of Documentum and Captiva software installation files.
4. **DELIVERY SCHEDULE**
	1. The Supplier is responsible to perform the work specified in Section 2, Scope of Bid. The timeframes are outlined in the following Work Breakdown Structure (WBS):

| **WBS** | **Statement of Work (See Section2 for details)** | **Delivery Timeframe** |
| --- | --- | --- |
|  | OpenText Documentum Licence (Perpetual). | **2 weeks after the signing of the SLA** |
|  | OpenText Captiva Licence (Perpetual).  | **2 weeks after the signing of the SLA**  |
|  | Technical on-site support with skills transfer to SITA ECM maintenance team. | **On going process from receipt of licences** |
|  | Migrate/Upgrade/configurations of Documentum and Captiva from the versions specified in section 2.3 **SAPS OpenText ECM Server Infrastructure Landscape** to the latest version with Project Management services. | **As per agreed project plan****3 months per repository as listed in section 2.3. The upgrade project should not exceed 2 Years** |
|  | Maintenance and support of existing Documentum and Captiva products | **On going process from receipt of licences.** |

1. **SERVICES AND PERFORMANCE METRICS**
	1. The Supplier is responsible to provide the following services as specified in the Service Breakdown Structure (SBS):

| **SBS** | **Service Element** | **Service Level** |
| --- | --- | --- |
|  | Call Centre | 24/7/365 |
|  | Incident Response | Maximum 4 hours  |
|  | Incident Restore | Maximum 8 hours |

1. **SUPPLIER PERFORMANCE REPORTING**
	1. **The Supplier will report on a weekly basis to SAPS during the design, installation and implementation phase of the project; weekly written reports are to be presented to the SAPS on the progress of the preceding week until installation process has been completed.**
	2. **Monthly meetings to be scheduled between SAPS, SITA and service provider and also ADHOC meetings from both sides.**
	3. **The Supplier is required to generate monthly reports as outputs during the maintenance and support cycle within the following service levels (the report type will drive the service level agreement; definition of the content of each report type will be finalised at the time of concluding the contracted service level agreement).**
2. **CERTIFICATION, EXPERTISE AND QUALIFICATION**
	1. The **Supplier** must utilise technical employees who are OpenText Documentum and OpenText Captiva certified.
	2. **The Supplier represents 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 and;**
		2. **it is committed to provide the Products or Services; and**
		3. **perform all obligations detailed herein without any interruption to the Customer.**
	3. The Supplier must provide the service in a good and workmanlike manner and in accordance with the practices and high professional standards used in well-managed operations performing services similar to the Services;
	4. The Supplier must perform the Services in the most cost-effective manner consistent with the level of quality and performance as defined in Statement of Work or Service Definition;
	5. **Original Software Manufacturer (OSM) work. The Supplier must ensure that work or service is performed by a person who is certified by Original Software Manufacturer.**
	6. **Below are the other technologies used in this environment:**
		1. Oracle
		2. TomCat
		3. JBoss/Wildfly
		4. MSSQL
3. **LOGISTICAL CONDITIONS**
	1. **Hours of work**, 07h30 – 16h00.
	2. In the event that SAPS grant the Supplier permission to access SAPS's Environment including hardware, software, internet facilities, data, telecommunication facilities and/or network facilities remotely, the Supplier must adhere to SAPS's relevant policies and procedures (which policy and procedures are available to the Supplier on request) or in the absence of such policy and procedures, in terms of, best industry practice.
	3. **Tools of Trade**. SAPS will supply the supplier resources with the tools of trade to utilise when on site.
	4. **On-site and Remote Support**. The supplier will only be able to access SAPS network on-site using tools provided and configured by according to SAPS Information Security Services (ISS) Secure Information Access policies.
	5. **Support and Help Desk**. The Supplier must make use of SAPS Service Management Centre (SMC) for problem and incident management.
4. **REGULATORY, QUALITY AND STANDARDS**
	1. **The Supplier must for the duration of the contract ensure compliance with ISO/IEC General Quality Standards, ISO27001, and Protection of Personal Information Act (POPIA).**
	2. **The Supplier must for the duration of the contract ensure compliance with General Quality Standards, ISO 9001.**
5. **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:**

**(i)       Copy of company registration documentation;**

**(ii)      Copy(ies) of identity documentation of Director(s), Member(s) or Trustee(s);**

**(iii)     Copy of valid tax clearance certificate.**

* 1. **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:**

**(i)          Copy of identity document;**

**(ii)         Copy(ies) of qualification(s) if SITA requires verification thereof;**

**(iii)        Fingerprints – will be taken electronically;**

**(iv)        Signed consent form for the conduct of background checks.**

* 1. **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:**

**(i)          Completed Z204 or DD1057 security clearance application form;**

**(ii)         Fingerprints;**

**(iii)       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.**

1. **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.
2. **GUARANTEE AND WARRANTIES**

The Supplier warrants that:

* 1. The warranty of goods supplied under this contract remains valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier;
	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;
	4. during the Warranty period any defective item or part component of the Product be repaired or replaced within 3 (three) days after receiving a written notice from SAPS;
	5. the Products is maintained during its Warranty Period at no expense to SAPS;
	6. the Product possesses all material functions and features required for SAPS’s Operational Requirements;
	7. the Product remains connected or Service is continued during the term of the Contract;
	8. all third-party warranties that the Supplier receives in connection with the Products including the corresponding software and the benefits of all such warranties are ceded to SAPS without reducing or limiting the Supplier’s obligations under the Contract;
	9. no actions, suits, or proceedings, pending or threatened against it or any of its third-party suppliers or sub-contractors that have a material adverse effect on the Supplier’s ability to fulfil its obligations under the Contract exist;
	10. SAPS is to be notified immediately if it becomes aware of any action, suit, or proceeding, pending or threatened to have a material adverse effect on the Supplier’s ability to fulfil the obligations under the Contract;
	11. any Product sold to SAPS after the Commencement Date of the Contract remains free from any lien, pledge, encumbrance or security interest;
	12. SAPS’s use of the Product and Manuals supplied in connection with the Contract does not infringe any Intellectual Property Rights of any third party;
	13. the information disclosed to SAPS does not contain any trade secrets of any third party, unless disclosure is permitted by such third party;
	14. it is financially capable of fulfilling all requirements of the Contract and that the Supplier is a validly organized entity that has the authority to enter into the Contract;
	15. it is not prohibited by any loan, contract, financing arrangement, trade covenant, or similar restriction from entering into the Contract;
	16. the prices, charges and fees to SAPS as contained in the Contract are at least as favourable as those offered by the Supplier to any of its other customers that are of the same or similar standing and situation as SAPS; and
	17. any misrepresentation by the Supplier amounts to a breach of Contract.
1. **INTELLECTUAL PROPERTY RIGHTS**
	1. SAPS retain all Intellectual Property Rights in and to SAPS'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 SAPS’s Intellectual Property for the sole purpose of providing the Products or Services to SAPS pursuant to this Contract; provided that the Supplier must not be permitted to use SAPS's Intellectual Property for the benefit of any entities other than SAPS without the written consent of SAPS, which consent may be withheld in SAPS's sole and absolute discretion. Except as otherwise requested or approved by SAPS, which approval is in SAPS's sole and absolute discretion, the Supplier must cease all use of SAPS'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 SAPS, the Supplier must certify in writing to SAPS that it has either returned all SAPS Intellectual Property to SAPS or destroyed or deleted all other SAPS Intellectual Property in its possession or under its control.
	3. SAPS, 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 SAPS with the compliant safety file.
2. **PREFERENCE GOAL REQUIREMENTS**
	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 to SITA indicating progress against the Bidder’s Preferential commitments **within 30 days after each quarter from the commencement date of the contract**.
	4. Bidders need to keep auditable substantive records / evidence and upon request by **SITA** 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 reserves the right to** introduce a **penalty of 1%** of the overall annual year spent by **SITA** for the prior year if the Bidder fails to comply to **paragraphs (a), (b) and (c) above**.
3. **SUPPLIER DUE DILIGENCE**

SAPS reserve 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.

## DECLARATION OF COMPLIANCE

|  | **ACCEPT ALL** | **DO NOT ACCEPT ALL** |
| --- | --- | --- |
| 1. The bidder declares to ACCEPT ALL the Special Condition of Contract as specified in section 7.2 above by indicating with an “X” in the “ACCEPT ALL” column, OR
2. The bidder declares to NOT ACCEPT ALL the Special Conditions of Contract as specified in section 7.2 above by -
	1. Indicating with an “X” in the “DO NOT ACCEPT ALL” column, and;
	2. Provide reason and proposal for each of the conditions that is not accepted.
 |  |  |
| **Comments by bidder:**Provide reason and proposal for each of the conditions not accepted as per the format:Condition Reference:Reason:Proposal: |

* 1. COSTING AND PREFERENCE

# COSTING AND PREFERENCE

## 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 B-BBEE) for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); or
	2. the 90/10 system (90 Price and 10 B-BBEE) for requirements with a Rand value above R50 000 000 (all applicable taxes included).
2. The Applicable Preference Point system for this tender is the **80/20** preference point system.
3. Points for this tender shall be awarded for:
	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: Points allocation**

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

## COSTING CONDITIONS

1. **SOUTH AFRICAN PRICING**

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

1. **TOTAL PRICE**
	1. Bidder will be bound by the following general costing and pricing conditions and SITA reserves the right to negotiate the conditions or automatically disqualify the bidder for not accepting these conditions:
	2. All quoted prices are the total price for the entire scope of required services and deliverables to be provided by the bidder.
	3. The cost of delivery, labour, S&T, overtime, etc. must be included in this bid.
	4. All additional costs must be clearly specified.
	5. SITA reserves the right to negotiate pricing with the successful bidder prior to the award as well as envisaged quantities.
	6. Bidders must complete the bid pricing schedule in the Excel spreadsheet format provided and include this as part of their submission.
	7. 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.
	8. The bidder must complete the declaration of acceptance as per **section 8.3** below by marking with an “X” either “ACCEPT ALL”, or “DO NOT ACCEPT ALL”, failing which the declaration will be regarded as “DO NOT ACCEPT ALL” and the bid will be disqualified.
2. **RATE OF EXCHANGE PRICING INFORMATION**
3. **Local Price** means the portion of the TOTAL price that is NOT dependent on the Foreign Rate of Exchange (ROE) and;
4. **Foreign Price** means the portion of the TOTAL price that is dependent on the Foreign Rate of Exchange (ROE).
5. **Exchange Rate** means the ROE (ZA Rand vs foreign currency) as determined at time of bid.
6. **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 | R19,25 |
| 1 Euro | R20,79 |
| 1 Pound | R23,85 |

1. **BID PRICING SCHEDULE**

**Note:** Bidders must complete the bid pricing schedule in the Excel spreadsheet format provided and include 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 section 8.2 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 section 8.2 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 reason and proposal for each of the conditions not accepted as per the format:Condition Reference:Reason:Proposal: |

## PREFERENCE REQUIREMENTS

# 8.4.1 INSTRUCTION AND POINT ALLOCATION

1. **The bidder must complete in full all the PREFERENCE requirements.**
2. **Allocation of points per requirements:** The points allocation of bidders’ responses to the requirements will be determined by the completeness, relevance and accuracy of substantiating evidence.
3. Points will be allocated for each **PREFERENCE requirement** as per the criteria set in each section in the **table 1** below.
4. **The bidder must provide a unique reference number** (e.g. binder/folio, chapter, section, page) to locate substantiating evidence in the bid response. During evaluation, SITA reserves the right to treat substantiation evidence that cannot be located in the bid response, as “NOT COMPLY”. The evidence needs to be attached to **ANNEX B**.
5. **Preference Goal Requirements:**
	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 1** 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 BBBEE 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 1: Preference Goal Requirements**

| **Preference Goal Requirement #** | **Preferential Goal Requirements** | **Preferential Goal Requirements for (80/20) system** |
| --- | --- | --- |
|  | **Preferential Goal Requirements allocated for this tender** | **Number of pointsallocated(80/20) system(To be completed by the organ of state)** | **Substantiating evidence and evidence reference to be completed by bidder. Evaluation per requirement: Each requirement indicated in the table below must be completed and points will be allocated based on the evidence required below for the (80/20) system** | **Evidence reference for the (80/20) system** |
|  | **B-BBEE Requirements** |  |  |
| 1) | **B-BBEE Requirements**Promotion of Transformational Objectives. | 20,0 | **Evidence:**The Bidder must provide a copy of relevant evidence for the Preferential Goal points which the Bidder qualifies for. **Points allocation:**Points will be allocated for bidders that meets the requirements as indicated in **table 2 in section 8.4.1**. | <provide unique reference to locate (**80/20) system** substantiating evidence in the bid response – Annex B, section 11.3> |
|  | **Total Point Allocation:** | **20,0** |  |

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

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

|  |  |   |  | **Ownership of at least 51% of People who are:** |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Reference #** | **Contributor Level as defined in the Broad-Based Black Economic Empowerment Act** | **Local Entity** | **EME/QSEs** | **Woman Owned** | **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)** | **(G)** |  |
| **1** | **Level 1** | 0 | **4** | **8** | **6** | **2** | **20** |  |
| **2** | **Level 1** | 0 | **4** | **8** | **6** | 0 | **18** |  |
| **3** | **Level 1** | 0 | **4** | **8** | 0 | 0 | **12** |  |
| **4** | **Level 2 and 3** | 0 | **2** | **4** | **2** | **2** | **10** |  |
| **5** | **Level 2 and 3** | 0 | **2** | **4** | **2** | 0 | **8** |  |
| **6** | **Level 2 and 3** | 0 | **2** | **4** | 0 | 0 | **6** |  |
| **7** | **Level 4 and 5** | 0 | **1** | **2** | **1** | **1** | **5** |  |
| **8** | **Level 4 and 5** | 0 | **1** | **2** | **1** | 0 | **4** |  |
| **9** | **Level 4 and 5** | 0 | **1** | **2** | 0 | 0 | **3** |  |
| **10** | **Level 6** | 0 | 0 | 0 | 0 | 0 | **0** |  |
| **11** | **Level 7** | 0 | 0 | 0 | 0 | 0 | **0** |  |
| **12** | **Level 8** | 0 | 0 | 0 | 0 | 0 | **0** |  |
| **13** | **Non-Contributor** | 0 | 0 | 0 | 0 | 0 | **0** |  |

**Total Maximum Score Allocation: 20**

G= A+B+C+D+E+F

* 1. TERMS AND DEFINITIONS

# ABBREVIATIONS

ECM Enterprise Content Management

 ICT Information and Communication Technology

PPP Preferential Procurement Policy

RFB Request for Bid

SAPS South African Police Services

SITA State Information Technology Agency

CSD Central Supplier Database

SANAS South African National Accreditation System

WBS Work Breakdown Structure

GCC General Condition of Contract

SCC Special Condition of Contract

OEM Original Equipment Manufacturer

OSM Original Software Manufacturer

1. BIDDER SUBSTANTIATING EVIDENCE

# 11.0 MANDATORY REQUIREMENT EVIDENCE

## ****BIDDER CERTIFICATION / AFFILIATION REQUIREMENTS****

**Attach** a copy of a valid documentation **here** (Letter, Certificate, License, or Memorandum of Understanding/Contract with the OEM/OSM) for OpenText indicating:

1. the bidder name,
2. the bidder is OpenText, or OpenText partner or distributor for the following products:
	* OpenText Documentum;
	* OpenText Captiva;

**Note:** SITA reserve the right to verify the information provided.

## ****BIDDER EXPERIENCE AND CAPABILITY REQUIREMENTS****

Complete table below, noting that:

* 1. Provide reference details from at least two (2) customers to whom OpenText Documentum and Captiva (or latest software version brand name) projects was delivered including Technical Maintenance and Support and upgrade of these products during the past five (5) years.
	2. Project end-date must be current or not older than five (5) years from date this bid is advertised.

Table 1: References

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **No** | **Company name** | **Reference Person Name, Tel and/or email** | **Project Scope of work**  | **Project Start and End-date** |
| 1 | <Company name> | <Person Name><Tel><email> | < Provide the details of the scope of a project for Maintenance, Support and Upgrade of OpenText Documentum and OpenText Captiva was provided>  | Start Date:End Date: |
| 2 | <Company name> | <Person Name><Tel><email> | < Provide the details of the scope of a project for Maintenance, Support and Upgrade of OpenText Documentum and OpenText Captiva was provided> | Start Date:End Date: |

**Note:**

The project scope must cover both OpenText Documentum and OpenText Captiva (or latest software version brand name) including technical maintenance and support and upgrade of these products.

**NB:** SITA reserves the right to verify information provided.

**Note (1):**

Failure to complete Table 1 **fully** as indicated above will result in disqualification.

**Note (2):**

SITA reserves the right to verify the information provided.

## SERVICE/ TECHNICAL FUNCTIONAL REQUIREMENT

The Bidder must confirm that they comply with the Service/Technical Functional Scope Requirements by completing ANNEX C: Addendum 1.

**NB:** SITA reserves the right to verify information provided.

Note (1):

Bidders must accept all the Technical Mandatory Functional Requirements to indicate the Bidder’s compliance with ANNEX C: Addendum 1, failing which will result in Disqualification.

Note (2):

Failing to comply with all the aspect of this section will result in disqualification.

Yes = Comply

No = not comply (Thus, disqualified)

## PREFERENTIAL GOAL REQUIREMENTS

The Bidder **must**:

* 1. **PREFERENTIAL GOAL REQUIREMENTS**

Bidder must complete the **80/20** preference point system and submit proof or documentation required in terms of this tender to claim preference points for the **Preference Goal Requirements** and attach it here:

* + 1. **Preference Goal Requirements: (80/20 system)**
* Bidder to select the section for points they wish to claim (Mark as Y=Yes) in the **table 2 in section 8.4.1;**

**and**

* The Bidder must provide a copy of relevant evidence for the Preferential Goal points which the Bidder qualifies for as set out in **table 1** **in** **section 8.4.1** and **attach it here**.

**and**

* 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**.

**NOTE (1):Failure on the part of a bidder to comply to paragraphs (a) and (b) above, will be interpreted to mean that preference points are not claimed.**

**ANNEX C: ADDENDUM 1**

**NB: The bidder must confirm that they comply with the following Service/Technical Functional Scope Requirements as indicated below as this will be legal contractual binding.**

**The Bidder must provide maintenance and support and all other services as specified in section 2 and 3**

1. **ITEM 1: Licence Renewal: Documentum**

| **#** | **Description** | **Comply = YESNot Comply = No** |
| --- | --- | --- |
| 1. | Documentum Content Server |  |
| 2. | Documentum Administrator |  |
| 3. | Documentum Webtop |  |
| 4. | Documentum Foundation Classes |  |
| 5. | Documentum Foundation Services |  |
| 6. | Documentum Storage Services |  |
| 7. | Documentum Reporting services |  |
| **In instances where a module/function mentioned has been discontinued the replacement module/function must be included.** |

1. **ITEM 2: Renewal: Captiva Licences**

| **#** | **Description** | **Comply = YESNot Comply = No** |
| --- | --- | --- |
| 1. | Documentum Export |  |
| 2. | Captiva Web Services; |  |
| 3. | Captiva eInput; |  |
| 4. | Captiva Multi; |  |
| 5. | Captiva Image Enhancement; |  |
| 6. | Captiva eStatus; |  |
| 7. | ODBC Export; |  |
| 8. | Captiva ScanPlus; |  |
| 9. | Captiva IndexPlus; |  |
| 10. | Captiva Image Processor; |  |
| 11. | Captiva Image Converter; |  |
| 12. | Captiva Advance Recognition; |  |
| 13. | Adv Zonal OCR 250 CPS PER CL; |  |
| 14. | Captiva Reports. |  |
| **In instances where a module/function mentioned has been discontinued the replacement module/function must be included with costing.** |

**Note:**

**Failing to comply with all the aspect of this section will result in disqualification.**

**Yes = Comply**

**No = not comply (Thus, disqualified)**

I, the bidder (Full names)………………………………………………….representing (company name)…………………………………………………………….. Hereby confirm that I comply with the above Technical Mandatory Requirements and understand that it will form part of the contract and is legally binding.

Thus done and signed at ……………………………………. On this………day of……………….20….

……………………………….

Signature

Designation: