BID SPECIFICATION

STATE INFORMATION TECHNOLOGY AGENCY (SOC) LTD
Registration number 1999/001899/30

RFB REF. NO:	**RFB 2646/2022**
DESCRIPTION	**REPLACEMENT OF THE BACKUP INFRASTRUCTURE IN THE NUMERUS AND BETA DATA CENTRES FOR A PERIOD OF 36 MONTHS**
PUBLICATION DATE	**06 DECEMBER 2022**
COMPULSORY BRIEFING SESSION	**NON-COMPULSORY VIRTUAL BRIEFING SESSION:** **DATE: 13 DECEMBER 2022** **TIME: 10:00 AM** **VENUE: MS TEAMS** Meeting ID: 316 297 207 762 Passcode: Xrgsaq
CLOSING DATE FOR QUESTIONS AND ANSWERS	**20 JANUARY 2023**
RFB CLOSING DETAILS	**DATE: 30 JANUARY 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	**N/A**
RFB VALIDITY PERIOD	**120 DAYS FROM THE CLOSING DATE**

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

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ANNEX A: INTRODUCTION

1.   PURPOSE AND BACKGROUND

1.1. PURPOSE

The purpose of this RFB is to invite Suppliers (hereinafter referred to as "bidders") to submit bids for the Replacement of the Backup Infrastructure in the Numerus and Beta Data Centres including maintenance and support for a period of three (3) years.

1.2. BACKGROUND

The backup infrastructure in the Numerus and Beta Data Centres is a critical component of the infrastructure used to deliver the Hosting Services to SAPS

This infrastructure has run out of storage capacity as its current utilisation is above 90%. New backup infrastructure with additional capacity is required in order cater for the expected new workloads as well as growth of the existing workloads.

2.   SCOPE OF BID

2.1. SCOPE OF WORK

(1)   The scope of work by the bidders is to –

(a)   Supply new Backup Infrastructure for the Numerus production site and the Beta DR (Disaster Recovery) site to replace the current EMC Data Domain backup infrastructure.

(b)   Install and configure new backup infrastructure for the Numerus production site and the Beta DR (Disaster Recovery) site.

(c)   Migrate data from the current EMC Data Domain backup infrastructure to the newly installed solution.

(d)   Maintenance and Support for three (3) years on the new installed solution.

Note: No Electric, or ICT cabling is required for this project, however only ICT connectors linking the LAN and SAN, which is pre-defined items which forms part of the hardware provided.

2.2. DELIVERY ADDRESS

1.	SITA Numerus	Numerus Building : 35 Hamilton street Arcadia, Pretoria
2.	SITA Beta	Beta Building : 222 Johannes Ramokhoase street Pretoria

2.3. CUSTOMER INFRASTRUCTURE AND ENVIRONMENT REQUIREMENTS

(1) The current Data Centre Numerus backup infrastructure consists of EMC Data Domain 990, 2 X DLM2100 and Data Domain ES30-30 with a capacity of 220TB..

(2) The current Data Centre Beta DR site backup infrastructure consists of EMC Data Domain 990, 1 X DLM2100 and Data Domain ES30-30 with a capacity of 220TB. This equipment is used to store the backups from the WINDOWS server environment, the UNIX ORACLE SOLARIS environment and the IBM mainframe environment.

(3) Current backup solution is fibre channel, Ficon and Ethernet compatible.

(4) The solution needs to be compatible with the current SITA backup strategy, which include Commvault Control-t and DFSMSHSM.

3.   REQUIREMENTS

3.1. PRODUCT/ SERVICE / SOLUTION REQUIREMENTS

1) The solution must have self-diagnostic automated fault logging and remote support capabilities. Provide details and elaborate on the automatic fault logging process.
2) Provide , install and implement a backup solution to be able to backup 4884 TB of data on Open Systems and Mainframe at both the Production and DR sites
3) Mainframe connected capacity of 255 TB and Open system capacity of 4629 TB
4) Be able to backup and replicate over IP network, 413.5 TB during a 10 hour Backup Window.
5) Minimum throughput capability of 25 TB /Hour
6) The solution must include all software needed for replication, deduplication, compression, central management and reporting.
7) 24 X 7 Support Online and on Site has to be provided as part of the bid
8) A minimum of 16GB Mainframe FICON connectivity must be supported ,The solution must support at least 4 FICON channels per Virtual Tape Engine.
9) A minimum of 8 X 10GbE must be supported to connect to NFS shares.
10) Disk-only backup solution (No physical tape). All the tape information should be kept on disk without moving it to tape.
11) The VTL should be able to handle >500 virtual tape drives per Virtual Tape Engine.
12) Compatible with tape management systems. SITA uses Control-M Tape , Com Vault and NetBackup.
13) Emulation of IBM 3590 tape drives is required.
14) Virtual cartridge sizes of up to 16 TB must be supported.
15) No changes to JCL. Jobs using tapes must be able to run without any JCL changes.

16)	IBM z/OS DFSMS storage management policies must be supported.
17)	Data reduction: Both deduplication and compression should be supported on the backup storage repository.
18)	NFS shares must be supported on the backup storage repository.
19)	Data security: Support Data Encryption at rest. The solution must have the capability to encrypt the tape data at rest.
20)	Data security: Support Data Encryption during replication. The solution must have the capability to encrypt the tape data during replication to a remote site.
21)	Retention: Cloud Storage Connectivity. The solution must support connectivity to the cloud for uploading & downloading tape data to and from the cloud.
22)	Cloud Storage Connectivity optimisation. The solution must support uploading de duplicated/compressed tape data to the cloud to minimise the amount of data transferred to and from the cloud.
23)	Long-term tape retention. The solution must support long term archive of tape data at the lowest cost.
24)	Legal hold capability. The solution must support legal hold capability.
25)	Remote Replication. The solution must support remote replication.
26)	Guaranteed Replication. The solution must support guaranteed replication of tapes, e.g. the status of the tapes at the remote site should be known.
27)	Built-in HA/DR capabilities (DR Failover / Failback). The solution must support the capability to automatically failover from the production to the DR site to ensure continuous operational access of backup and archive data.
28)	The solution must support Multi-Site Replication to provide ultra-high availability.
29)	Isolated recovery capability. The solution must have the capability to recover quickly if primary and backup copies become unusable due to purposeful or accidental deletion or corruption.
30)	The Reporting Capabilities of the solution must include Performance, Capacity and Replication statistics.
31)	Remote support. The solution must be supported remotely and securely.
32)	Data migration from the current to the new solution. Approximately 1216.22 TB of Data must be migrated.
33)	Training must be supplied for support of and operation of the backup solution for 4 SITA resources.

4. BID EVALUATION STAGES

(1)   The bid evaluation process consists of several stages that are applicable according to the nature of the bid as defined in the table below.

(2)   **The bidder must qualify for each stage to be eligible to proceed to the next stage of the evaluation.**

Stage	Description	Applicable for this bid YES/NO
Stage 1	Administrative pre-qualification verification	YES
Stage 2	Technical Mandatory requirement evaluation	YES
Stage 3	Special Conditions of Contract verification	YES
Stage 4	Price / B-BBEE evaluation	YES

ANNEX A.1: ADMINISTRATIVE PRE-QUALIFICATION

5. ADMINISTRATIVE PRE-QUALIFICATION REQUIREMENTS

5.1. ADMINISTRATIVE PRE-QUALIFICATION VERIFICATION

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

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

(a) Reject the bid and not evaluate it, or

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

5.2. ADMINISTRATIVE PRE-QUALIFICATION REQUIREMENTS

(1) **Submission of bid response**: The bidder has submitted a bid response documentation pack –

(a) 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;

(b) in the correct format as one original document, two copies and a copy on memory stick.

(2) **Attendance of briefing session:** A **Non-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.

(3) **Registered Supplier.** The bidder is, in terms of National Treasury Instruction Note 3 of 2016/17, registered as a Supplier on National Treasury Central Supplier Database (CSD).

6. TECHNICAL MANDATORY

6.1. INSTRUCTION AND EVALUATION CRITERIA

(1)   The bidder **must comply with ALL the requirements as per section 6.2 below by providing substantiating evidence** in the form of documentation or information, failing which it will be regarded as "NOT COMPLY".

(2)   The bidder **must provide a unique reference number** (e.g. binder/folio, chapter, section, page) to locate substantiating evidence in the bid response. During evaluation, SITA reserves the right to treat substantiation evidence that cannot be located in the bid response as "NOT COMPLY".

(3)   The bidder **must complete the declaration of compliance** as per section 6.3 below by marking with an "X" either "COMPLY", or "NOT COMPLY" with ALL of the technical mandatory requirements, failing which it will be regarded as "NOT COMPLY".

(4)   The bidder must comply with ALL the TECHNICAL MANDATORY REQUIREMENTS in order for the bid to proceed to the next stage of the evaluation.

(5)   No URL references or links will be accepted as evidence.

6.2. TECHNICAL MANDATORY REQUIREMENTS

TECHNICAL MANDATORY REQUIREMENTS	Substantiating evidence of compliance (used to evaluate bid)	Evidence reference (to be completed by bidder)
(1) **BIDDER CERTIFICATION / AFFILIATION REQUIREMENTS** The bidder must be a registered OEM/OSM partner to Supply, Install Configure, Maintain and Support the Backup system solution provided.	Attach to ANNEX B a copy of a valid OEM/OSM Documentation (valid certificate, license or letter) that the bidder is registered OEM/ OSM partner to Supply, Install, Configure, Maintain and Support the Backup System solution provided. **Note:** SITA reserves the right to verify the information provided.	\<provide unique reference to locate substantiating evidence in the bid response – see Annex B section 10.1 \>

TECHNICAL MANDATORY REQUIREMENTS	Substantiating evidence of compliance (used to evaluate bid)	Evidence reference (to be completed by bidder)
(2) BIDDER EXPERIENCE AND CAPABILITY REQUIREMENTS The bidder must have Supplied, Installed, Configured, Maintained and Supported a Backup System Solution for **both** Mainframe and Open Systems backups to at least two (2) customers in the last five (5) years.	Provide reference details from at least two (2) customers to whom a Backup System Solution for **both** Mainframe and Open Systems was Supplied, Installed, Configured, Maintained and Supported in the last five (5) years. **NB:** SITA reserves the right to verify information provided.	\<provide unique reference to locate substantiating evidence in the bid response – see Annex B, section 10.2, table 1\>
(3) PRODUCT / SERVICE FUNCTIONAL REQUIREMENT The bidder must confirm compliance to the Product/ Service Functional requirements for the bid.	The bidder must confirm compliance with the Product / Service Functional Requirements by completing ANNEXC: Addendum1.	\<provide unique reference to locate substantiating evidence in the bid response – see Annex B section 10.3 and Annex C: Addendum 1\>
(4) SPECIAL CONDITIONS OF CONTRACT The Bidder **must** accept the following: (a) **All** the Special Conditions of Contract (SCC) as stated in section 7.2.	The Bidder **must** accept **All** the Special Conditions of Contract (SCC) as stated in section 7.2. **Note (1):** Failure to complete and submit both the documents as indicated above will result in disqualification.	\<provide unique reference to locate substantiating evidence in the bid response – see ANNEX B, section 10.4\>

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6.3. DECLARATION OF COMPLIANCE

	Comply	Not Comply

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

ANNEX A.2: SPECIAL CONDITIONS OF CONTRACT (SCC)

7. SPECIAL CONDITIONS OF CONTRACT

7.1. INSTRUCTION

(1) The successful supplier will be bound by Government Procurement: General Conditions of Contract (GCC) as well as this Special Conditions of Contract (SCC), which will form part of the signed contract with the successful Supplier. However, SITA reserves the right to include or waive the condition in the signed contract.

(2) SITA reserves the right to –

   (a) Negotiate the conditions, or

   (b) Automatically disqualify a bidder for not accepting these conditions.

   (c) Award to multiple bidders.

(3) In the event that the bidder qualifies the proposal with own conditions, and does not specifically withdraw such own conditions when called upon to do so, SITA will invoke the rights reserved in accordance with subsection 7.1(2) above.

(4) The bidder must **complete the declaration of acceptance** as per section 7.3 below by marking with an **"X"** either "ACCEPT ALL" or "DO NOT ACCEPT ALL", failing which the declaration will be regarded as "DO NOT ACCEPT ALL" and the bid will be disqualified.

7.2. SPECIAL CONDITIONS OF CONTRACT

(1) **CONTRACTING CONDITIONS**

   (a) **Formal Contract.** The Supplier must enter into a formal written Contract (Agreement) with SITA internal

   (b) **Right of Award.** SITA reserves the right to award the contract for required goods or services to multiple Suppliers.

   (c) **Right to Audit.** SITA reserves the right, before entering into a contract, to conduct or commission an external service provider to conduct a financial audit or probity to ascertain whether a qualifying bidder has the financial wherewithal or technical capability to provide the goods and services as required by this tender.

(2) **DELIVERY ADDRESS.** The supplier must deliver the required products or services at as indicated in Section 2.2, Delivery Address

(3) **DELIVERY SCHEDULE**

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

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

WBS	Statement of Work	Delivery Timeframe
1.	Supply Backup Infrastructure for the Numerus production site and the Beta DR (Disaster Recovery) site	
2.	Install and configure backup infrastructure for the Numerus production site and the Beta DR (Disaster Recovery) site within 3 months from the time of order.	
3.	Migrate data from the current EMC Data Domain backup infrastructure to the newly installed solution within 3 months.	
4.	Maintenance and Support for the solution for a period of 36 months.	

(4) **SERVICES AND PERFORMANCE METRICS**

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

SBS	Service Element	Service Grade	Service Level
1.	Call Centre	Platinum	24h x 7days x 52weeks
2.	Incident Response	Normal	Maximum 4 hours
3.	Incident Restore	Normal	Maximum 8 hours

(5) **SCOPE OF TECHNICAL SOLUTION DEVELOPMENT**

    (a)   Implementation must be completed 3 months after installation is completed and any deviation or service interruption will be subject to the SITA/SAPS change management process.

    (b)   project management to be done by successful bidder working with the SITA and bidder technical teams according to SITA project methodology guidelines.

(6) **SUPPLIER PERFORMANCE REPORTING**

    (a)   Weekly project meetings must be held to manage the installation and implementation.

(7) **CERTIFICATION, EXPERTISE AND QUALIFICATION**

    (a)   The Supplier represents that,

        (i)   it has the necessary expertise, skill, qualifications and ability to undertake the work required in terms of the Statement of Work or Service Definition;

      (ii)   it is committed to provide the Products or Services; and

      (iii)   Perform all obligations detailed herein without any interruption to the Customer.

(b) The Supplier must provide the service in a good and workman like manner and in accordance with the practices and high professional standards used in well-managed operations;

(c) 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;

(d) **Original Equipment Manufacturer (OEM) or Original Software Manufacturer (OSM) work**. The Supplier must ensure that work or service is performed by a person who is certified by Original Equipment Manufacturer or Original Software Manufacturer.

(8) LOGISTICAL CONDITIONS

(a) **Hours of work**, 08h00 – 16h30.

(b) If after hours work is required this must be arranged with the relevant SITA technical manager(s).

(c) In the event that SITA grants the Supplier permission to access SITA's Environment including hardware, software, internet facilities, data, telecommunication facilities and/or network facilities remotely, the Supplier must adhere to SITA's relevant policies and procedures (which policy and procedures are available to the Supplier on request) or in the absence of such policy and procedures, in terms of, best industry practice.

(d) **Tools of Trade**. The Supplier must bring their necessary tools of trade in order for them to perform their duties adequately.

(e) **On-site and Remote Support**. The Supplier must give off-site and remote support, and only when off-site support is not sufficient, then on-site support will be required upon approval by SITA representative.

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

(9) SKILLS TRANSFER AND TRAINING

(a) The Supplier must provide skills transfer and formal training on the proposed solution or product to SITA technical staff to enable SITA to operate and support the product or solution after implementation.

(10) REGULATORY, QUALITY AND STANDARDS

(a) The Supplier must for the duration of the contract ensure that the proposed product or solution conform to the Government Minimum Interoperability Standards (MIOS).

(11) PERSONNEL SECURITY CLEARANCE

(a) The Supplier personnel who are required to work with GOVERNMENT CLASSIFIED information or access government RESTRICTED areas must be a South African Citizen and at the expense of the Supplier be security vetted (pre-employment screening, criminal record screening and credit screening).

(b) The Supplier must ensure that the security clearances of all personnel involved in the Contract remains valid for the period of the contract.

(12) **CONFIDENTIALITY AND NON-DISCLOSURE CONDITIONS**

(a) The Supplier, including its management and staff, must before commencement of the Contract, sign a non-disclosure agreement regarding Confidential Information.

(b) Confidential Information means any information or data, irrespective of the form or medium in which it may be stored, which is not in the public domain and which becomes available or accessible to a Party as a consequence of this Contract, including information or data which is prohibited from disclosure by virtue of:

(i) the Promotion of Access to Information Act, 2000 (Act no. 2 of 2000);

(ii) being clearly marked "Confidential" and which is provided by one Party to another Party in terms of this Contract;

(iii) being information or data, which one Party provides to another Party or to which a Party has access because of Services provided in terms of this Contract and in which a Party would have a reasonable expectation of confidentiality;

(iv) being information provided by one Party to another Party in the course of contractual or other negotiations, which could reasonably be expected to prejudice the right of the non-disclosing Party;

(v) being information, the disclosure of which could reasonably be expected to endanger a life or physical security of a person;

(vi) being technical, scientific, commercial, financial and market-related information, know-how and trade secrets of a Party;

(vii) being financial, commercial, scientific or technical information, other than trade secrets, of a Party, the disclosure of which would be likely to cause harm to the commercial or financial interests of a non-disclosing Party; and

(viii) being information supplied by a Party in confidence, the disclosure of which could reasonably be expected either to put the Party at a disadvantage in contractual or other negotiations or to prejudice the Party in commercial competition; or

(ix) information the disclosure of which would be likely to prejudice or impair the safety and security of a building, structure or system, including, but not limited to, a computer or communication system; a means of transport; or any other property; or a person; methods, systems, plans or procedures for the protection of an individual in accordance with a witness protection scheme; the safety of the public or any part of the public; or the security of property; information the disclosure of which could reasonably be expected to cause prejudice to the defence of the Republic; security of the Republic; or international relations of the Republic; or plans, designs, drawings, functional and technical requirements and specifications of a Party, but must not include information which has been made automatically available, in terms of the Promotion of Access to Information Act, 2000; and information which a Party has a statutory or common law duty to

disclose or in respect of which there is no reasonable expectation of privacy or confidentiality;

(b) Notwithstanding the provisions of this Contract, no Party is entitled to disclose Confidential Information, except where required to do so in terms of a law, without the prior written consent of any other Party having an interest in the disclosure;

(c) Where a Party discloses Confidential Information which materially damages or could materially damage another Party, the disclosing Party must submit all facts related to the disclosure in writing to the other Party, who must submit information related to such actual or potential material damage to be resolved as a dispute;

(d) Parties may not, except to the extent that a Party is legally required to make a public statement, make any public statement or issue a press release which could affect another Party, without first submitting a written copy of the proposed public statement or press release to the other Party and obtaining the other Party's prior written approval for such public statement or press release, which consent must not unreasonably be withheld.

(13) **GUARANTEE AND WARRANTIES**

The Supplier warrants that:

(c) 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;

(d) 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;

(e) 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;

(f) during the Warranty period any defective item or part component of the Product be repaired or replaced within 3 (three) days after receiving a written notice from SITA;

(g) the Products is maintained during its Warranty Period at no expense to SITA;

(h) the Product possesses all material functions and features required for SITA's Operational Requirements;

(i) the Product remains connected or Service is continued during the term of the Contract;

(j) all third-party warranties that the Supplier receives in connection with the Products including the corresponding software and the benefits of all such warranties are ceded to SITA without reducing or limiting the Supplier's obligations under the Contract;

(k) 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;

(l) SITA is notified immediately if it becomes aware of any action, suit, or proceeding, pending or threatened to have a material adverse effect on the Supplier's ability to fulfil the obligations under the Contract;

(m) any Product sold to SITA after the Commencement Date of the Contract remains free from any lien, pledge, encumbrance or security interest;

(n) SITA's use of the Product and Manuals supplied in connection with the Contract does not infringe any Intellectual Property Rights of any third party;

(o) the information disclosed to SITA does not contain any trade secrets of any third party, unless disclosure is permitted by such third party;

(p) 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;

(q) it is not prohibited by any loan, contract, financing arrangement, trade covenant, or similar restriction from entering into the Contract;

(r) the prices, charges and fees to SITA as contained in the Contract are at least as favourable as those offered by the Supplier to any of its other customers that are of the same or similar standing and situation as SITA; and

(s) any misrepresentation by the Supplier amounts to a breach of Contract.

(14) **INTELLECTUAL PROPERTY RIGHTS**

(t) SITA retains all Intellectual Property Rights in and to SITA's Intellectual Property. As of the Effective Date, the Supplier is granted a non-exclusive license, for the continued duration of this Contract, to perform any lawful act including the right to use, copy, maintain, modify, enhance and create derivative works of SITA's Intellectual Property for the sole purpose of providing the Products or Services to SITA pursuant to this Contract; provided that the Supplier must not be permitted to use SITA's Intellectual Property for the benefit of any entities other than SITA without the written consent of SITA, which consent may be withheld in SITA's sole and absolute discretion. Except as otherwise requested or approved by SITA, which approval is in SITA's sole and absolute discretion, the Supplier must cease all use of SITA's Intellectual Property, at of the earliest of:

(i) termination or expiration date of this Contract;

(ii) the date of completion of the Services; and

(iii) the date of rendering of the last of the Deliverables.

(u) 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.

(v) SITA, at all times, owns all Intellectual Property Rights in and to all Bespoke Intellectual Property.

(w) 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.

(15) **GENERAL**

   (a) The supplier will be bound by Government Procurement: General Conditions of Contract.

   (b) (GCC) as well as this Special Conditions of Contract (SCC), which will form part of the signed contract with the Supplier. However, SITA reserves the right to include or waive the condition in the signed contract.

   (c) SITA reserves the right to:

      (i) Negotiate the conditions, or

      (ii) Automatically disqualify a bidder for not accepting these conditions.

      (iii) Right to Audit: SITA reserves the right, before entering into a contract, to conduct or commission an external service provider to conduct probity to ascertain whether a qualifying bidder has the technical capability to provide the goods and services as required by this tender.

   (d) "The parties in this Agreement agree that the offer price of all the equipment shall be at the wholesale price or below wholesale price as agreed with the OEM. Should, at any time during the existence of the agreement that the offered price which is higher than the wholesale price or as agreed with the OEM, SITA client shall be entitled to such wholesale price with the exclusion of the mark-up which the reseller may have charged".

     NOTE: These conditions will form part of the contract obligations and suppliers are expected to comply in order for SITA to conclude an agreement with the potential suppliers. Failure to comply during finalisation of a contract may result to disqualification.

(16) **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.

(17) **FRONTING**

   (a) The SITA supports the spirit of Broad Based Black Economic Empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background the SITA any form of fronting.

   (b) The SITA, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry/investigation, the onus will be on the bidder / contractor to prove that fronting does not exist.

     Failure to do so within a period of 14 days from date of notification may invalidate the bid / contract and may also result in the restriction of the bidder/contractor to conduct business

with the public sector for a period not exceeding ten (10) years, in addition to any other remedies SITA may have against the bidder/contractor concerned.

(18) **BUSINESS CONTINUITY AND DISASTER RECOVERY PLANS**

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

(19) **TARGETED PROCUREMENT/TRANSFORMATION**

SITA in terms of the PPPFA Regulation 2017 section 9(1), has an obligation to advance designated groups which includes black SMMEs (i.e. Exempted Micro Enterprises (EME) and Qualifying Small Enterprises (QSE)) for the supply of certain ICT goods or services where feasible to subcontract for a contract above R30m, an organ of state must apply subcontracting to advance designated groups.

The bidder is required to subcontract a minimum of 30% of the value of the contract to an EME or QSE which is at least 51% owned by black people, or to EMEs and/or QSEs which are at least 51% owned by black women or youth.

(20) **SUPPLIER DUE DILIGENCE**

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

7.3. DECLARATION OF COMPLIANCE

		ACCEPT ALL	DO NOT ACCEPT ALL
(1)	The bidder declares to ACCEPT ALL the Special Condition of Contract as specified in section 7.2 above by indicating with an "X" in the "ACCEPT ALL" column, OR		
NOTE: Failing to Accept ALL the Special Condition of Contract as specified in section 7.2 above will result in disqualification.			

ANNEX A.3: COSTING AND PRICING

8. COSTING AND PRICING

8.1. COSTING AND PRICING EVALUATION

(1)   In terms of Preferential Procurement Policy Framework Act (PPPFA), the following preference point system is applicable to all Bids:

   (a)   the 80/20 system (80 Price, 20 B-BBEE) for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); or

   (b)   the 90/10 system (90 Price and 10 B-BBEE) for requirements with a Rand value above R50 000 000 (all applicable taxes included).

(2)   This bid will be evaluated using the preferential point system of **80/20**, subject to the following conditions –

   (a)   If the lowest acceptable bid price is up to and including R50 000 000 (all applicable taxes included) then the 80/20 preferential point system will apply to all acceptable bids; or

   (b)   If the lowest acceptable bid price is above R50 000 000 (all applicable taxes included) then the 90/10 preferential point system will apply to all acceptable bids;

(3)   The bidder must **complete the declaration of acceptance** as per section 8.4 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.

(4)   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. 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.

8.2. 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**

   (a)   All quoted prices are the total price for the entire scope of required services and deliverables to be provided by the bidder.

   (b)   The cost of delivery, labour, S&T, overtime, etc. must be included in this bid.

   (c)   All additional costs must be clearly specified.

   (d)   All hardware and software shall be invoiced upon delivery

   (e)   Installation Costs shall be invoiced upon sign-off of all the Service Providers Services.

   (f)   Maintenance / Management Costs and Support shall be invoiced annually in advance for the specific year of service.

SITA reserves the right to negotiate pricing with the successful bidder prior to the award as well as envisaged quantities.

3.   **RATE OF EXCHANGE PRICING INFORMATION**

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

(a)   **Local Price** means the portion of the TOTAL price that is NOT dependent on the Foreign Rate of Exchange (ROE) and;

(b)   **Foreign Price** means the portion of the TOTAL price that is dependent on the Foreign Rate of Exchange (ROE).

(c)   **Exchange Rate** means the ROE (ZA Rand vs foreign currency) as determined at time of bid.

4.   **BID EXCHANGE RATE CONDITIONS**

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

Foreign currency	South African Rand (ZAR) exchange rate
1 US Dollar	R16,49
1 Euro	R16,90
1 Pound	R20,14

8.3.   BID PRICING SCHEDULE

Note: Bidders will complete the bid pricing schedule in the Excel spreadsheet format provided and include this as part the submission.

8.4. 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. (2) The bidder declares to NOT ACCEPT ALL the Costing and Pricing as specified in section 8.2 above by - (a) Indicating with an "X" in the "DO NOT ACCEPT ALL" column, and		
Comments by bidder: Provide reason and proposal for each of the conditions not accepted as per the format: Condition Reference: Reason: Proposal:		

ANNEX A.4: TERMS AND DEFINITIONS

9. ABBREVIATIONS

BBBEE	Broad Based Black Economic Empowerment
BSCOM	Bid Specification Committee
CRM	Customer Relations Manager
CSD	Central Supplier Database
DoA	Delegation of Authority
EME	Exempted Micro Enterprise
GCC	General Condition of Contract
GPS	Global Positioning System
ICT	Information and Communication Technology
IEC	International Electro-technical Commission
ISO	International Standardization Organization
N/A	Not Applicable
NT	National Treasury
OEM	Original Equipment Manufacturer
OSM	Original Software Manufacturer
POC	Proof of Concept
PPPFA	Preferential Procurement Policy Framework Act
QSE	Qualifying Small Enterprise
RFA	Request for Acreditation
RFB	Request for Bid
RFP	Request for Proposal
RFQ	Request for Quotation
RSA	Republic of South Africa
SBD	Standard Bidding Document
SCC	Special Condition of Contract
SCM	Supplier Chain Management
SITA	State Information Technology Agency
SMME	Small Medium and Micro Enterprise
TCV	Total Contract Value
USD	United States Dollar
VAT	Value Added Tax
WCED	Western Cape Education Department
WCG	Western Cape Government
ZAR	South African Rand

ANNEX B: BIDDER SUBSTANTIATING EVIDENCE

10.0 MANDATORY REQUIREMENT EVIDENCE

10.1 BIDDER CERTIFICATION / AFFILIATION REQUIREMENTS

Attach a copy of a valid OEM/OSM Documentation (valid certificate, license or letter) that the bidder is registered OEM/ OSM partner to Supply, Install, Configure, Maintain and Support the Backup System solution provided **here.**

10.2 BIDDER EXPERIENCE AND CAPABILITY REQUIREMENTS

Complete table below, noting that:

a) Provide reference details from at least two (2) customers to whom a Backup System Solution for both Mainframe and Open Systems was Supplied, Installed, Configured, Maintained and Supported in the last five (5) years.

b) Project end-date must be current or not older than 5 years from date this bid is advertised,

c) Scope of work must be related.

Table 1: References

No	Company name	Reference Person Name, Tel and/or email	Project Scope of work	Project Start and End-date
1	<Company name>	<Person Name> <Tel> <email>	< Provide a scope of a project from a customer to whom a project for a Backup System Solution for both Mainframe and Open Systems was Supplied, Installed, Configured, Maintained and Supported >	Start Date: End Date:
2	<Company name>	<Person Name> <Tel> <email>	< Provide a scope of a project from a customer to whom a project for a Backup System Solution for both Mainframe and Open Systems was Supplied, Installed, Configured, Maintained and Supported >	Start Date: End Date:

10.3 PRODUCT / SERVICE FUNCTIONAL REQUIREMENT

The bidder must confirm compliance with the Product / Service Functional Requirements by completing **ANNEXC: Addendum1 and attach it here.**

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)

11.1 SPECIAL CONDITIONS OF CONTRACT

The Bidder **must** accept **All** the Special Conditions of Contract (SCC) as stated in section 7.2.

Note (1):

Failure to complete and submit both the documents as indicated above will result in disqualification.

ANNEX C: ADDENDUM 1

NB: The bidder must confirm that they comply with the following Technical Mandatory as indicated below as this will be legal contractual binding:

PRODUCT OR SERVICE TECHNICAL REQUIREMENTS	Comply = YES	Not Comply = NO
1) The solution must have self-diagnostic automated fault logging and remote support capabilities. Provide details and elaborate on the automatic fault logging process.		
2) Provide , install and implement a backup solution to be able to backup 4884 TB of data on Open Systems and Mainframe at both the Production and DR sites		
3) Mainframe connected capacity of 255 TB and Open system capacity of 4629 TB		
4) Be able to backup and replicate over IP network, 413.5 TB during a 10 hour Backup Window.		
5) Minimum throughput capability of 25 TB /Hour		
6) The solution must include all software needed for replication, deduplication, compression, central management and reporting.		
7) 24 X 7 Support Online and on Site has to be provided as part of the bid		
8) A minimum of 16GB Mainframe FICON connectivity must be supported ,The solution must support at least 4 FICON channels per Virtual Tape Engine.		
9) A minimum of 8 X 10GbE must be supported to connect to NFS shares.		
10) Disk-only backup solution (No physical tape). All the tape information should be kept on disk without moving it to tape.		
11) The VTL should be able to handle >500 virtual tape drives per Virtual Tape Engine.		
12) Compatible with tape management systems. SITA uses Control-M Tape , Com Vault and NetBackup.		
13) Emulation of IBM 3590 tape drives is required.		
14) Virtual cartridge sizes of up to 16 TB must be supported.		
15) No changes to JCL. Jobs using tapes must be able to run without any JCL changes.		

PRODUCT OR SERVICE TECHNICAL REQUIREMENTS	Comply = YES	Not Comply = NO
16) IBM z/OS DFSMS storage management policies must be supported.		
17) Data reduction: Both deduplication and compression should be supported on the backup storage repository.		
18) NFS shares must be supported on the backup storage repository.		
19) Data security: Support Data Encryption at rest. The solution must have the capability to encrypt the tape data at rest.		
20) Data security: Support Data Encryption during replication. The solution must have the capability to encrypt the tape data during replication to a remote site.		
21) Retention: Cloud Storage Connectivity. The solution must support connectivity to the cloud for uploading & downloading tape data to and from the cloud.		
22) Cloud Storage Connectivity optimisation. The solution must support uploading de duplicated/compressed tape data to the cloud to minimise the amount of data transferred to and from the cloud.		
23) Long-term tape retention. The solution must support long term archive of tape data at the lowest cost.		
24) Legal hold capability. The solution must support legal hold capability.		
25) Remote Replication. The solution must support remote replication.		
26) Guaranteed Replication. The solution must support guaranteed replication of tapes, e.g. the status of the tapes at the remote site should be known.		
27) Built-in HA/DR capabilities (DR Failover / Failback). The solution must support the capability to automatically failover from the production to the DR site to ensure continuous operational access of backup and archive data.		
28) The solution must support Multi-Site Replication to provide ultra-high availability.		
29) Isolated recovery capability. The solution must have the capability to recover quickly if primary and backup copies become unusable due to purposeful or accidental deletion or corruption.		

PRODUCT OR SERVICE TECHNICAL REQUIREMENTS	Comply = YES	Not Comply = NO
30) The Reporting Capabilities of the solution must include Performance, Capacity and Replication statistics.		
31) Remote support. The solution must be supported remotely and securely.		
32) Data migration from the current to the new solution. Approximately 1216.22 TB of Data must be migrated.	33)	34)
35) Training must be supplied for support of and operation of the backup solution for 4 SITA resources.	36)	37)

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)

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:

CONFIDENTIAL