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NOTICE TO SERVICE PROVIDERS

REQUEST FOR PROPOSAL (RFP): Supply, Delivery, Support and Maintenance of Layer 2 Switches for Three (3) years.

Closing Date:	30 June 2025
Contact Person:	Joe Khosa
Contact Email:	JoeK@legal-aid.co.za

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LEGAL AID SOUTH AFRICA RESERVES THE RIGHT NOT TO MAKE ANY APPOINTMENT AND SHALL NOT ENTERTAIN ANY CLAIM FOR COSTS THAT MAY HAVE BEEN INCURRED IN THE PREPARATION AND THE SUBMISSION OF THE QUOTATIONS	15

1. DISCLAIMER

- 1.1. The information contained in this Request for Proposal document (“**RFP**”) or subsequently provided to Bidders, whether verbally or in documentary or any other form by or on behalf of Legal Aid South Africa, is provided to Bidders on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided. The information contained in this document is confidential. The bidders shall not share this information with any other party not connected with responding to this RFP
- 1.2. This RFP is not an agreement or an offer by Legal Aid South Africa to the prospective Bidders or any other person. This RFP aims to provide interested parties with information that may be useful to them in formulating their proposals under this RFP. Though this RFP has been prepared with sufficient care to provide all required information to the potential bidders, they may need more information than provided. In such cases, the potential bidder is solely responsible for seeking the information required from Legal Aid South Africa. Legal Aid South Africa reserves the right to provide such additional information at its sole discretion.
- 1.3. Legal Aid South Africa and its employees make no representation or warranty and shall have no liability to any person including any bidder under any law, statute, rules or regulation, principles of restitution or unjust enrichment, or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.
- 1.4. Legal Aid South Africa also accepts no liability of any nature whether resulting from negligence or otherwise arising from reliance of any bidder upon the statements contained in this RFP.

- 1.5. Legal Aid South Africa may in its absolute discretion, but without being under any obligation to do so, update, amend, or supplement the information, assessment, or assumption contained in this RFP.
- 1.6. The issue of this RFP does not imply that Legal Aid South Africa is bound to select a bidder or to appoint the bidder, as the case may be, for the Request for Proposal herewith, Legal Aid South Africa reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.
- 1.7. The bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, USB and labeling, expenses associated with any demonstrations or presentations which may be required by Legal Aid South Africa or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the bidder and Legal Aid South Africa shall not be liable in any manner whatsoever for the same or any other costs or other expenses incurred by a bidder in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

2. BACKGROUND AND INTRODUCTION

2.1. Legal Aid South Africa (abbreviated as Legal Aid SA) is a national public entity established by the Legal Aid South Africa Act 39 of 2014. It aims to render legal aid or make available legal advice, provide legal representation to persons at State expense, and provide education and information concerning legal rights and obligations, as envisaged in the Constitution of the Republic of South Africa. Legal Aid SA is a high-performance organization and is certified as a Top Employer in South Africa.

3. TECHNICAL SPECIFICATION

3.1 Supply and Delivery of L2 Switches

3.1.1 Supply and delivery of L2 switches and related hardware as per the table below

Table 1: Technical Specification

#	Item	Quantity	Description
1.	12 Port L2 Switches	20	Layer 2, 12 port, 10/100/1000 GB downlink and uplinks
2.	24 Port L2 Switches	15	Layer 2, 24 port, 10/100/1000 GB downlink and uplinks
3.	48 Port L2 Switches	65	Layer 2, 48 port, 10/100/1000 GB downlinks 10/100/1000/10000 GB uplinks
4.	10 GB SFPs <i>(Note: 10 GB SFP must be compatible with the 48 ports quoted for on item 3 above)</i>	18	10 GB SFP for uplinks. Multi-Mode Fiber
5.	Licensing (if any)	3 Years	Any licensing required for the functionality of the switches.
6.	OEM Support and Maintenance	3 years	8x5xNBD OEM support and maintenance for all hardware supplied for three years.

3.2. Switch Management

3.2.1 All switches must have a cloud management portal

4. Pricing Schedule

4.1 Hardware Pricing

Table 2: Hardware Pricing Schedule

Item	Quantity	Unit Price	Total
12 Port L2 Switches	20	R	R
24 Port L2 Switches	15	R	R
48 Port L2 Switches	65	R	R
10 GB SFPs	18	R	R
Licensing (if any)	3 Years	R	R
Other(specify)		R	R
Sub-Total			R
VAT			R
Total			R

4.2 OEM Support and Maintenance Pricing

Table 3: OEM Support and Maintenance Pricing Schedule

Office	Annual Pricing
Year 1	R
Year 2	R
Year 3	R
Sub-Total	R
VAT	R
Total	R

5. Supporting Document Checklist

Table 4: Supporting document list

No.	Document	(√) Tick applicable box				Reference Page
		Yes		No		
1.	Company profile – this must also indicate national geographical footprint, company experience, existing clients and recent projects.					
2.	At least 3 reference letters from previous/current clients on the company’s letterhead with an authorized signature. Letters must be dated and not older than three (3) years. Any unsigned letter and any letter not on the company letterhead will not be considered for evaluation purposes					
3.	Detailed SLA as per the tender requirement. The SLA must indicate the response and restore time as outlined under “Maintenance and Support” section					
4.	Proposed products with datasheets, management portal sample reports and other supporting documents					

6. Functionality Evaluation Criteria

6.1 **Functionality Evaluation Stage:** functionality will be scored against the following criteria. Please note that bidders will be disqualified if the minimum score of 80 points is not achieved.

Table 5: Functional evaluation

Max Points	Criteria	Points
A. Company Experience		
20	A company profile with more than three (3) years of industry experience relevant to the RFP is provided. The profile clearly outlines the company's national geographical footprint, relevant client list, and projects completed.	20
	Company Industry Experience Years	5
	More than three (3) years' industry experience	5
	3 years' industry experience	4
	2 years' industry experience	3
	1 years' industry experience	2
	No industry experience	0
B. Written references		
10	The service provider must provide reference letters from contactable references for the provision of similar services which are not older than 3 years. Reference Letter must include, but not limited to, the following minimum information to be accepted:	10
	Name of Referee	
	Contract Start & End date	
	Contact Person (Full Names)	
	Job Title	
	Email Address /Telephone Numbers	
	Signature	
	3 or more positive letters and not older than 3 years.	10
	2 positive letters not older than 3 years	6
1 positive letter not older than 3 years	2	
No reference letter attached	0	
C. Technical requirements		
40	1. Layer 2, 12 port, 10/100/1000 GB downlink and uplinks x20	40
	2. Layer 2, 24 port, 10/100/1000 GB downlink and uplinks x 15	
	3. Layer 2, 48 port, 10/100/1000 GB downlinks x 65	
	4. 10 GB SFP MM x 18	
	5. Three-year 8x5xNBD OEM support and maintenance	
	6. Three-year licensing NB: Bidder to state if licensing is required for basic functionality of the switches	

Max Points	Criteria	Points
	The proposal doesn't comply with any of the requirements above	0
	D. Service Level Agreement for Support and Maintenance	
30	The service provider must provide a proposed Service Level Agreement. The SLA must be detailed and must include, but not limited to, the following:	
	• Outline the Responsibilities of the Service Provider	
	• Outline the Responsibilities of the Legal Aid SA	
	• Limitations of the Service Provider	
	• Penalties Clause	
	SLA complies with the specification	30
SLA does not comply with requirements	0	
TOTAL		100

7. Pricing & Preferential Points System Evaluation

7.1 The bids that achieve 80% or more for the Functionality Evaluation will be further evaluated on Specific Goals whereby the Preference Point System of 80/20 with the maximum points as follows: Price = 80 points and 20 points are for preferential procurement requirements on Historically Disadvantaged Individuals (HDI).

Evaluation on Price and Historically Disadvantaged individual (HDI) will be calculated as per the below table;

Preferential points will be awarded in terms of the Historically Disadvantaged individual (HDI) which must be substantiated as follows **(kindly refer to form SBD 6.1 for more details and fully complete to claim the points): -**

Table 6: Specific Goals

<u>Specific goals</u>	Points	Points Claimed (to be completed by supplier)
Historically Disadvantaged individual (HDI)		
Enterprises with ownership of 51% or more by person/s who are black person/s.	<u>10</u>	

Enterprises with ownership of 51% or more by person/s who are women.	<u>5</u>	
Enterprises with ownership of 51% or more by person/s who are youth.	<u>3</u>	
Enterprise with ownership of 51% or more by person/s with disability.	<u>2</u>	
Enterprises with ownership of less than 51% by person/s who are black or less than 51% by person/s who are women or less than 51% by person/s who are youth or less than 51% by person/s with disability.	<u>0</u>	
Total	<u>20</u>	

Bidders must submit a valid CSD registration or B-BBEE status level verification certificate, or a sworn affidavit confirming annual turnover and level of black ownership in case of an EME and QSE as proof to substantiate the HDI points claimed as per SBD 6.1.

7.1 A detailed costing that breaks down by line item the supply, delivery, support, and maintenance as per the pricing schedule.

7.2 Costing must be indicated clearly and unambiguously. All costs submitted should be VAT-inclusive if you are a VAT vendor.

7.3 Costing must be in South African Rands.

7.4 Quotes must be valid for six months (180 days) from the closing date of the RFP.

8. Technical Proposal Organisation Guidelines

8.1.1 Table 7: Technical Proposal Organisational Guidelines contains the organization guidelines for proposal responses.

Table 7: Technical Proposal Organisational Guidelines

Proposal Tab No.	Technical Proposal Section
Tab 1	Company Introduction and Relevant Experience
Tab 2	Proposed Solution
Tab 3	Service Level Agreement for OEM Support and Maintenance
Tab 4	Price Schedule

Tab 5	References
Supplements	Any proposer-submitted materials or documentation not specifically requested through this RFP may be included as Supplements to the proposal in a separately marked “Supplements” tab of the proposal

9. Rights to Submitted Material

9.1 It shall be understood that all proposals, responses, inquiries or correspondence relating to or about this RFP, and all reports, charts and proposals referencing information submitted in response to this RFP, shall become the property of Legal Aid SA and will not be returned. Legal Aid SA will use discretion regarding disclosing proprietary information contained in any response but cannot guarantee the information will not be made public. As a Government entity, Legal Aid SA is subject to making records available for disclosure.

10. CONFIDENTIAL INFORMATION

- 10.1 Any written, printed, graphic, electronic or magnetically recorded information furnished by Legal Aid SA for the respondent’s use is the sole property of Legal Aid SA. This proprietary information includes, but is not limited to, customer requirements, customer lists, marketing information and information concerning Legal Aid SA employees, products, services, prices, operations, security measures and subsidiaries.
- 10.2 The respondent and its employees shall keep this confidential information in the strictest confidence and will not disclose it by any means to any person except with Legal Aid SA's approval, and then only to the extent necessary to perform the work under the contract. These confidentiality obligations also apply to the respondent’s employees, agents and subcontractors, and the respondent shall be liable for a breach of the confidentiality obligations by any such party. On termination of the contract, the respondent, its employees, agents and subcontractors will promptly return any confidential information in its possession to Legal Aid SA.

11. PAYMENTS

- 11.1 No payment will be made by Legal Aid SA before a service has been fully rendered and signed off by Legal Aid SA;
- 11.2 Payment will be made within 30 days of receipt of the original or certified invoice from the supplier, provided that the Legal Aid SA is satisfied with the quality and standard of the supplier's performance.

12. BID CONDITIONS

- 12.1 The following documents must be completed and returned together with the quotation:
 - a) SBD 1
 - b) SBD 3.1
 - c) SBD 4
 - d) SBD 6.1
- 12.2 The bidder must provide proof of registration on National Treasury's Central Supplier Database (CSD) which should reflect that the bidder is an active supplier, is tax compliant and is not a restricted supplier.
- 12.3 Bidders are required to provide a valid B-BBEE status level verification certificate or a sworn affidavit where preference points are claimed as per SBD 6.1;
- 12.4 The proposals must be valid for a minimum period of 180 days from the date of closing and must include VAT where applicable;
- 12.5 The full costs must be disclosed and no variances will be entertained.
- 12.6 The closing date of submission is 30 June 2025 at 11h00. Submissions received after the closing date and time will not be considered.
- 12.7 The bidders are required to submit one printed copy of the entire proposal and pricing as a separate file, accompanied by the exact same electronic copy of the entire submission and the pricing on a USB flash drive.

- 12.8 USB Flash Drive must include a protective cover and be labeled with Proposer's name and RFP number. Should the information on the USB not be consistent and identical to the hard copy, the hard copy shall prevail for purposes of evaluation.
- 12.9 Both printed submission and USB must be placed in the tender box on or before the closing date and time at the following delivery address:

Legal Aid House
29 De Beer Street
Braamfontein
Johannesburg
2017

- 12.10 All the questions or queries relating to the specifications should be forwarded in writing to JoeK@legal-aid.co.za by no later than 14:00pm on 13 June 2025. The questions or queries should reference a specific paragraph from the RFP.
- 12.11 An email with responses of questions or enquiries will be emailed to the bidders who forwarded the questions or queries. No questions received after 14:00 on 20 June 2025 will be responded to.
- 12.12 If a bidder discovers any ambiguity, conflict, discrepancy, omission or other error in this RFP, notice should be provided with the tender number and reference to the RFP to the contact person stated on section 12.15.
- 12.13 Legal Aid SA will sign the service level agreement (SLA) with the successful bidder prior to commencement of any work, which will form the contractual basis for the delivery of the services and provide a mechanism to measure the quality of the services. The service level agreement will include the Legal Aid SA's Special Conditions of Contract.
- 12.14 The successful Bidder shall not increase its prices for the duration of the Service Provider Agreement. Any increase in the Service Provider's costs of production or in any other aspect may not be passed on to Legal Aid SA

by way of an increase in the awarded price or a change in the goods and/or services to be provided.

12.15 All enquiries inquiries must be directed to:

Joe Khosa

Tel: 011 877 2000

Email address: JoeK@legal-aid.co.za

12.16 The recommended bidder will be requested to attend a meeting/avail their premises for an inspection in loco, where they will be given the opportunity to present their proposal to the Bid Evaluation Committee in relation to the tools of trade (equipment) required or other material aspects in terms of the RFP.

12.17 Bidders are encouraged to submit their bids in line with any attached annexures and detailed specifications, in order to facilitate a simplified fair and efficient evaluation process.

12.18 Legal Aid SA reserves the right to award the bid to one or more service providers.

12.19 Legal Aid SA reserves the right to award the bid in whole or only partially.

12.20 The General Conditions of Contract as stipulated by the National Treasury will be applicable.

12.21 Legal Aid SA reserves the right not to award the bid.

13. OBJECTIVE CRITERIA:

Legal Aid SA, like any other business, relies greatly on suppliers for most services, therefore, the interaction with suppliers/contractors/consultants can have a substantial impact on Legal Aid SA's operations. Legal Aid SA can be negatively impacted by a supplier who does not have a good reputation or has been implicated in unethical activities, by association. To mitigate this reputational/operational risk, Legal Aid SA will investigate any negative and positive news on the particular supplier/contractor/consultant before conducting any business and make an informed decision about association. Should the above due diligence process produce a negative outcome which may harm the rights and interests of Legal Aid SA, the bidder's proposal will be non-responsive and will be disqualified in line with section 2(1)(f) of the Preferential Procurement Policy Framework Act no. 5 of 2000 and another qualifying bidder may be appointed with same bid conditions applied.

LEGAL AID SOUTH AFRICA RESERVES THE RIGHT NOT TO MAKE ANY APPOINTMENT AND SHALL NOT ENTERTAIN ANY CLAIM FOR COSTS THAT MAY HAVE BEEN INCURRED IN THE PREPARATION AND THE SUBMISSION OF THE QUOTATIONS.

END OF THE REQUEST FOR PROPOSAL SPECIFICATION DOCUMENT